



**VILLAGE BOARD OF TRUSTEES
REGULAR MEETING NOTICE/AGENDA
MAY 13, 2025, 7:00 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. Roll Call**
- 4. Approval of Minutes –**
 - a. [Regular Meeting – April 22, 2025](#)
- 5. Special Reports –**
- 6. Public Hearings – None**
- 7. Plan Commission Reports - None**
- 8. Residents' Comments (agenda items only)**
- 9. President's Report – Administration, Council of Mayors, Northwest Municipal Conference, Strategic Plan Committee**
 - a. [Proclamation: National Public Works Week](#)
 - b. [Proclamation: 100th Anniversary of American Legion Post 134](#)
- 10. Clerk's Report – Family and Senior Services, Advisory Commission on Aging, Chamber of Commerce, Condominium Association**

11. Staff Report

- a. **Village Administrator**
- b. **Corporation Counsel**

12. 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 25-35:** Authorizing the Closure of Dempster Street for the Annual Fourth of July Parade
- 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 25-36:** Authorizing a Contract with DCG Roofing Solutions Company, Inc. of Melrose Park, Illinois for Storage Garage Roof Restoration Project
 - 2) **Resolution 25-37:** Authorizing a Contract with a Plus Quality Service, Inc. of Arlington Heights, Illinois, for the Janitorial Cleaning Services Program
 - 3) **Resolution 25-38:** Authorizing a Contract with M.E. Simpson Co., Inc. of Valparaiso, Indiana for the 2025 Water Distribution System Leak Survey
 - 4) **Resolution 25-39:** Authorizing a Contract with Builders Asphalt, LLC of Hillside, IL for the 2025 Material Purchasing Program
 - 5) **Resolution 25-40:** Authorizing an Agreement with the Illinois Department of Transportation for Beckwith Road Resurfacing (MFT Section 21-00111-1-RS)
 - 6) **Resolution 25-41:** Authorizing an Agreement with the Illinois Department of Transportation for Central Avenue Resurfacing (MFT Section 24-00113-1-RS)

- 7) **Resolution 25-42:** Authorizing an Agreement with the Illinois Department of Transportation for Gross Point Road Resurfacing (MFT Section 21-00110-00-RS)
- 8) **Resolution 25-43:** Authorizing an Agreement with the Illinois Department of Transportation for Shermer Road Resurfacing (MFT Section 24-00114-1-RS)
- 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) **Ordinance 25-19:** *(Introduced April 22, 2025) (Second Reading)* Amending Title 4 Chapter 4 Section 9 Entitled “Suspension and Revocation” and Amending Title 4 Chapter 4 Section 10 Entitled “Appeal” to Modify the Notice and Hearing Regulations Relating to the Suspension or Revocation of Certificates of Occupancy of Business Operations in Morton Grove, Illinois

13. Other Business

a. Recognition of Mayor Dan DiMaria

- 1) **Resolution 25-44:** Authorizing the Installation of Temporary Street Signs at School Street and Dempster Street in Morton Grove, Illinois to Honor Mayor Dan DiMaria
- 2) Naming of the Morton Grove Days Band Shelter as the “Dan DiMaria Stage”
- 3) Presentations, Proclamations, and Accolades

14. Presentation of Warrants: \$1,109,458.52

15. Residents’ Comments

16. Adjournment

**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
APRIL 22, 2025**

CALL TO ORDER

- I. Village President Dan DiMaria convened 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, John Thill, Connie Travis, and Janine Witko. Trustee Ashur Shiba was absent with notice.

III.

APPROVAL OF MINUTES

Mayor DiMaria asked for a motion to approve the Minutes of the April 8, 2025 Village Board Meeting as presented. Trustee Minx so moved, seconded by Trustee Witko. **Motion passed unanimously via voice vote with one absent.**

IV.

SPECIAL REPORTS

1. Greener Morton Grove Awards
 - a. Mayor DiMaria introduced Lindsey Dahlberg of the Economic Development Commission to present the Greener Morton Grove awards. The Greener Morton Grove Award program recognizes businesses, organizations, groups, and multi-family residential facilities in Morton Grove that have promoted or implemented environmentally sustainable practices. Achievements may be in the categories of waste reduction and recycling, water and energy conservation, public education and awareness, and transportation, but all applications are welcome. The Village appreciates the importance of everyone in the Village, including government, schools, residents, businesses, and community organizations, working together to reach our sustainability goals.
 - b. The first award, in the category of Religious Organizations, was awarded to the Muslim Community Center. Ms. Dahlberg noted that the MCC's "Green Team" had also won an award last year. Since then, the MCC has begun selling refillable water bottles, has placed several water dispensers and paper cups in its facilities, has replaced Styrofoam plates and serving ware with biodegradable products, and has replaced plastic tablecloths with cloth ones. The MCC also received a grant to provide weekly compostable waste pickup, and has posted information and held events to help educate the campus users about food waste.

IV. **SPECIAL REPORTS** (continued)

- c. Ms. Dahlberg asked the Board and assemblage to join her in congratulating the Muslim Community Center for their sustainability efforts. She presented representatives of the MCC with a beautiful plant and plaque.
- d. The second award of the evening, in the category of Public Schools, was given to Parkview Elementary School's Green Club. Ms. Dahlberg noted that Parkview was a winner in this category last year, too. The Green Club collected over 34 strands (50 lbs.) of holiday lights for recycling; they also researched the cost benefit of going from plastic cutlery to metal cutlery in the school cafeteria. The switch will happen in the next school year and will effectively eliminate 70,000 plastic fork packets. The Green Club educated 37 classrooms about the proper way to recycle, and undertook several educational campaigns regarding Earth Day and Holiday Lights recycling.
- e. Ms. Dahlberg again asked the Board and assemblage to congratulate the Parkview Green Club on their efforts to help Morton Grove be more "green." She presented the Parkview representatives with a lovely plant and plaque.

V. **PUBLIC HEARINGS**

NONE

VI. **PLAN COMMISSION REPORTS**

NONE

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

NONE

VIII. **PRESIDENT'S REPORT**

- 1. Mayor DiMaria said, if the Board had no objections, he wanted to amend the Agenda for this evening, seeking a motion to table Ordinance 25-16 at the request of Trustee Shiba, who has some input into this Ordinance. Trustee Shiba couldn't be here this evening due to a family medical issue.

Trustee Minx moved to table Ordinance 25-16, seconded by Trustee Witko.

Motion passes: 5 ayes, 0 nays, 1 absent.

Tr. Khan aye
Tr. Thill aye

Tr. Minx aye
Tr. Travis aye

Tr. Shiba absent
Tr. Witko aye

VIII.

PRESIDENT'S REPORT (continued)

- a. Mayor DiMaria said if there were people in the audience tonight who wanted to comment on Ordinance 25-16, they can state their comments during the "Residents' Comments" portion of the Agenda.
- 2. Mayor DiMaria then called Johnnie Mitchell and his wife Sharon to the podium to recognize him as he will be retiring next month after 50 years of service! Mayor DiMaria provided some background on Johnnie's career in Morton Grove:
 - a. Since joining the Public Works Department in June of 1975, Johnnie has been an integral teammate and component of the Department. He started his career in the Water and Sewer Division as a maintenance worker and rose to the position of Superintendent of the Streets Division. In between those 50 years, Johnnie's resident-focused approach to service touched all facets of Public Works, including stints in the former Tree and Landscaping Divisions, leading snow plowing operations (contributing to the development of the now-famous "Curb to Curb" plowed streets program), and managing street maintenance. It's through Johnnie's diligence that it's estimated Johnnie drove the Village streets enough times in the past 50 years to have circumnavigated the world 3 times! He has also led leaf pick-up and tree operations and volunteered for numerous community-sponsored events. Johnnie's dedication and willingness to improve processes and systems have yielded countless other initiative to improve the conditions of the Village.
 - b. Johnnie's contributions, sense of ownership, focus on field operations, dependability, and, simply put, his "can-do" and "get-it-done" attitude has contributed greatly to Public Works' outstanding reputation. His work ethic and dedication are a model for others to follow. Working with five directors during his tenure, some would say it included mentoring those directors, not to mention developing many other employees who started their careers as summer interns and rose to the positions of superintendent and supervisor, all ensuring Johnnie's legacy and contributions will continue long after his retirement.
 - c. Mayor DiMaria said, "Many thanks for an outstanding job, well done. The entire Village Board, the Public Works team, and the Village will miss you." He then asked the Board for a motion and second on **Resolution 25-34, Authorizing the Installation of Temporary Street Signs in the 9000 Block of McVicker Avenue in Morton Grove, Illinois, to Honor Johnnie Mitchell.** Trustee Witko so moved, seconded by Trustee Minx. He called for the vote on the motion:

Motion passes: 5 ayes, 0 nays, 1 absent.

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

- d. Trustee Thill commented that he'd like the street signs to be "permanent," rather than temporary. The assemblage agreed!
- e. Mayor DiMaria then turned the microphone over to Johnnie Mitchell.

VIII.

PRESIDENT'S REPORT (continued)

- f. Johnnie thanked everyone for coming out tonight, especially his neighbors and his wife, Sharon. He said that, when he was growing up, his parents divorced and he lived with his dad, who worked for the Village in the Public Works Department. He said he remembers company to work with dad and many great guys. One of the things he learned was how to drive a stick shift, so he could drive a back hoe or a dump truck when he was in 6th grade. He said he knew then where he wanted to work. Johnnie mentioned Jim Dahm, the former Public Works Director who hired him. He said the Public Works guys can't be beat and they're all his best friends—the most dedicated and hardest-working people you'll ever meet.
- g. Mayor DiMaria presented the street signs to Johnnie and Sharon, and Johnnie noted that his brother Gary was here tonight as well.
- h. Trustee Khan said thank you to Johnnie for his 50 years of service and wished him a very happy retirement, saying "we appreciate you."
- i. Trustee Minx said it had been a pleasure knowing and working with both Johnnie and Sharon. She said Johnnie was an exemplary employee, and said he and the Public Works staff, as well as the personnel of the Police Department and Fire Department, were phenomenal.
- j. Mayor DiMaria said he was proud to know that his granddaughter will be living on Johnnie Mitchell Way!
- k. Clerk Harford said that the Village will miss Johnnie's smiling face, adding that she hoped she would run into Johnnie and Sharon in Arizona! Johnnie told her, "Your dad was a great man and a great mayor."
- l. Trustee Thill told Johnnie that he's a good man, really, one of a kind! He said, "The fish are waiting for you!"
- m. Trustee Travis said that 50 years of service is an incredible achievement, and said "Your willingness to get things done and your dedication have resulted in decades of accomplishments not many achieve." She also said, "If you're ever looking for a fishing buddy, I know a young man who really looks up to you who would love to go fishing with you!"
- n. Trustee Witko congratulated Johnnie on his remarkable 50-year career. She said, "As Superintendent of Streets Division, your legacy is quite literally built into the streets of Morton Grove." She noted that, whether it was snow plowing, leaf pick-up, or tree operations, Johnnie brought his "can-do spirit" and relentless drive to every task. She added that she personally has seen Johnnie at nearly every community event, and said she hoped that doesn't change. Trustee Witko said, "Johnnie's decades of dedication truly helped shape the Village we're all proud to call home."
- o. Mayor DiMaria told the assemblage that if they were present this evening for Johnnie, he'd give everyone a minute or two to exit at this time.

VIII.

PRESIDENT'S REPORT (continued)

3. Next, Mayor DiMaria proclaimed the week of May 4–May 10, 2026 as “International Compost Awareness Week” in the Village. He said that International Compost Awareness Week is the largest and most comprehensive education initiative of the compost industry and is celebrated worldwide annually during the first full week of May.
 - a. International Compost Awareness Week (ICAW) is designed to promote the benefits of composting and compost itself for effective resource management, soil health, and plant growth. Composting returns organic resources to the soil, promotes water conservation during extreme drought and flooding conditions, reduces water consumption and non-point pollution, stores carbons in soils reducing climate impacts, and is a proven method of decreasing the dependence on chemical fertilizers and decreasing erosion.
 - b. Materials such as yard trimmings, vegetable cuttings, bio solids, and food scraps are all composted and converted into compost. Composting creates green jobs and infrastructure for cities and states that implement composting program. This year’s theme is “Sustainable Communities Begin with Compost!” The theme was chosen with the goal of highlighting composting in all kinds of communities at any scale—from backyard home composting to community composting, to large-scale facilities, to all those who recognize the many benefits of using compost on our soils. Composting is essential in developing a sustainable resource management plan for any community. Composting empowers communities to manage their own waste, create job opportunities, and support healthy soils with locally made compost.
 - c. Mayor DiMaria encouraged residents and businesses to explore the benefits of composting, and urged residents to explore a composting service such as Groot and WasteNot for all organic waste including landscape trimmings and food scraps and do their part to create a more sustainable planet.
4. Next, Mayor DiMaria said there’s still time left to take a pledge to conserve water and resources as part of the 2025 Wyland National Mayor’s Challenge for Water Conservation! He encourage people to pledge now to help the Village of Morton Grove win and enter to win great prizes, including a chance to win getting your utility bills paid for one year (up to \$3,000)! To take the pledge, visit <https://mywaterpledge.com/> and search for Morton Grove, Illinois
5. Lastly, Mayor DiMaria noted that it’s easy to stay up-do-date with the Village’s latest 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 report this evening.

X.

STAFF REPORTSA. Village Administrator:

Village Administrator Chuck Meyer had one ordinance he was presenting as a first reading.

1. **Ordinance 25-18, Amending Title 1 Chapter 10 of the Municipal Code to Add a New Article R Entitled "Municipal Grocery Tax."**

- a. Mr. Meyer explained that, in August of 2024, Illinois Governor J.B. Pritzker signed legislation repealing the State grocery tax and authorizing municipalities to recover its share of revenue from the State grocery tax. In December of 2024, the Village Board adopted Ordinance 24-27 which established the Municipal Grocery Tax authorized by Section 8-11-24 of the Illinois Municipal Code at the rate of 1% of the gross receipts from the sale of groceries and a Service Occupation Tax at the same rate. These taxes will be administered, collected, and enforced by the Illinois Department of Revenue. This Ordinance will codify Ordinance 24-27 as Title 1, Chapter 10, Article R of the Village Code. The Municipal Grocery tax will maintain the status quo prior to the repeal of the State grocery tax. If the Village had not adopted Ordinance 24-27, the Village would lose approximately \$152,000 in revenue generated through its share of the State grocery tax.
- b. Mr. Meyer said that, since the creation of a Municipal Grocery Tax was completed with Ordinance 24-27, it is requested that a second reading be waived for this Ordinance.

Trustee Thill moved to waive the second reading of this Ordinance, seconded by Trustee Minx.

Motion passes: 5 ayes, 0 nays, 1 absent.

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

Trustee Minx then moved to adopt Ordinance 25-18, seconded by Trustee Khan.

Motion passes: 5 ayes, 0 nays, 1 absent.

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

B. Corporation Counsel:

Corporation Counsel Liston had no formal report this evening.

XI.

TRUSTEES' REPORTSA. Trustee Khan:

Trustee Khan had no formal report this evening.

B. Trustee Minx:

1. Trustee Minx presented **Resolution 25-26, Adopting the 2024 Update of the Cook County Multi-Jurisdictional Hazard Mitigation Plan.**
 - a. She explained that the Cook County Multi-Jurisdictional Hazard Mitigation Plan (CCMJHMP) was submitted to the Illinois Emergency Management Agency (IEMA) for review and approval pending adoption. FEMA guidance (Disaster Mitigation Act of 2000) requires that the CCMJHMP be updated every five years. In 2024, Cook County Emergency Management and Regional Security (EMRS) updated the 2019 CCMJHMP, which now includes 125 participating jurisdictions/partners, making Cook County's plan the largest in the nation. The planning area for the hazard mitigation plan encompasses Cook County and includes the incorporated and unincorporated jurisdictional areas of the County and the Cook County Forest Preserve. The result of these combined efforts has been to produce and Illinois Emergency Management Agency (IEMA) and Federal Emergency Management Agency (FEMA) approved Hazard Mitigation Plan (HMP). Adoption of the CCMJHMP makes participants eligible to apply for grants funds through the FEMA Hazard Mitigation Assistance Program. FEMA requires that each participating partner adopt the plan by resolution.

Trustee Minx moved, seconded by Trustee Witko, to approve Resolution 25-26.

Motion passes: 5 ayes, 0 nays, 1 absent.

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

C. Trustee Shiba:

Trustee Shiba was absent with notice so his report on tonight's Agenda was given by Trustee Witko.

1. Trustee Witko presented **Resolution 25-27, Authorizing a Lease Agreement with Konica Minolta Business Solutions USA, Inc. for Multifunction Copiers Hardware, Service, and Supplies, for the Administration, Finance, and Public Works Departments.**
 - a. She explained that the Village routinely leases multifunction copier hardware for printing, copying, scanning, and related office productivity. As existing leases end, the Village obtains new hardware lease proposals. The leases for the Administration Department, Finance Department, and Public Works Department have all ended or will end shortly.

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

C. Trustee Shiba: (continued)

- b. The Information Technology Division reviewed proposals for hardware, maintenance services, and supplies and recommends establishing a 60-month lease with Konica Minolta Business Solutions USA, Inc. for copier hardware, service, and supplies for the Administration, Finance, and Public Works Department.
- c. The Village worked with leading vendors in the field and solicited quotes from Impact Networking, Elite, Cannon, and Konica Minolta. In reviewing the features and total cost, it was found that Konica Minolta was the most cost-effective providers while still providing the needed features for the devices.
- d. The lease cost is \$1,275 per month for three devices, maintenance service, and supplies. The Village did not follow the technical requirements of the formal bid process required by the Village Code; however, the Village did solicit quotes from a variety of vendors and believes that the quotes presented to the Village Board are in line with the expected cost for these services if the Village had engaged in a formal bid process.

Trustee Witko moved to approve Resolution 25-27, seconded by Trustee Travis.

Motion passes: 5 ayes, 0 nays, 1 absent.

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

D. Trustee Thill:

Trustee Thill had six Resolutions to present this evening.

- 1. **Resolution 25-28, Authorizing a Contract with Murphy Construction Services, LLC for the 2025 Concrete Sawcutting Program.**
 - a. As part of the Village's annual Concrete Sawcutting Program, the Village hires a contractor to sawcut uneven sidewalk joints in the Village rights-of-way to eliminate trip hazards, improve public safety, and reduce liability. The contract was bid through a public process in accordance with the Village Code. Two bids were received, and Murphy Construction Services, LLC was the lowest qualified bidder with a bid amount of \$72,199.00, which is \$17,801.00 less than the budgeted funding. However, the bid amount is based on unit pricing and the contract's final price will be based on the number of units the Village determines. This contract must conform to the requirements of the Prevailing Wage Act. This Resolution will authorize a contract with Murphy Construction Services, LLC for the 2025 Concrete Sawcutting Program in an amount not to exceed \$79,400.00 in order to fully utilize the budgeted funds.

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

D. Trustee Thill: (continued)

Trustee Thill moved to approve Resolution 25-28, seconded by Trustee Minx.

Motion passes: 5 ayes, 0 nays, 1 absent.

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

2. **Resolution 25-29, Authorizing a Contract with Precision Pavement Marking, Inc. for the 2025 Pavement Marking Program.**

- a. Pavement markings throughout the Village are maintained through an annual pavement marking program. The Public Works Department developed contract documents for the 2025 Pavement Marking Program. Bids were solicited on the Village website in mid-March and 13 entities downloaded the contract documents. Two bids were received, with the lowest bid coming from Precisions Pavement Marking, Inc., of Pingree Grove, IL, in the amount of \$54,876.00. This contract conforms to the purchasing requirements of the Village. This work is expected to be completed in approximately two weeks. This contract must conform to the requirements of the Prevailing Wage Act. This Resolution will authorize the Village Administrator to execute a contract and change orders with Precision Pavement Marking, Inc. for the 2025 Pavement Marking Program in an amount not to exceed \$60,000.00 to include a contingency and more fully utilize budgeted funds. This Resolution will also authorize the Village Administrator to extend this contract for 2026 and 2027 if, in the opinion of the Village Administrator, circumstances warrant such extension.

Trustee Thill moved, seconded by Trustee Travis, to approve Resolution 25-29.

Motion passes: 5 ayes, 0 nays, 1 absent.

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

3. **Resolution 25-30, Authorizing an Agreement with Primera Engineers, LTD., to Provide Construction Engineering Services for Beckwith Road Resurfacing. (MFT Section 21-00111-00-RS)**

- a. The Village has developed a project to make improvements on Beckwith Road utilizing some federal funding provided by the State of Illinois. The Illinois Department of Transportation (IDOT) will advertise the construction contract for bids in May and June of 2025. The construction engineering for this contract exceeds the capacity of the Public Works Department. The Village followed a qualifications-based process to select Primera Engineers, Ltd., to provide construction engineering services. The Village is responsible for hiring and paying the construction engineering costs not to exceed \$82,375.00, and the State will reimburse the Village for eligible construction engineering expenses estimated to be up to \$65,900.00.

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

D. **Trustee Thill:** (continued)

- c. As part of the State's bidding process, the Village needs to provide the construction engineering agreement ahead of the advertisement and according to the State's schedule.
- d. The fiscal impact of this Resolution is \$82,375.00, with up to \$65,900.00 expected to be reimbursed by IDOT.

Trustee Thill moved to approve Resolution 25-30, seconded by Trustee Travis.

Motion passes: 5 ayes, 0 nays, 1 absent.

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

4. **Resolution 25-31, Authorizing an Agreement with Primera Engineers, LTD., to Provide Construction Engineering Services for Central Avenue Resurfacing. (MFT Section 24-00113-00-RS)**

- a. The Village has developed a project to make improvements on Beckwith Road utilizing some federal funding provided by the State of Illinois. The Illinois Department of Transportation (IDOT) will advertise the construction contract for bids in May and June of 2025. The construction engineering for this contract exceeds the capacity of the Public Works Department. The Village followed a qualifications-based process to select Primera Engineers, Ltd., to provide construction engineering services. The Village is responsible for hiring and paying the construction engineering costs not to exceed \$100,772.00, and the State will reimburse the Village for eligible construction engineering expenses estimated to be up to \$80,617.60. As part of the State's bidding process, the Village needs to provide the construction engineering agreement ahead of the advertisement and according to the State's schedule.
- b. The fiscal impact of this Resolution is \$100,772.00, with up to \$80,617.60 expected to be reimbursed by IDOT.

Trustee Thill moved to approve Resolution 25-31, seconded by Trustee Minx.

Motion passes: 5 ayes, 0 nays, 1 absent.

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

5. **Resolution 25-32, Authorizing an Agreement with InNova Consulting, Inc., to Provide Construction Engineering Services for Gross Point Road Resurfacing. (MFT Section 21-00110-00-RS)**

- a. Mayor DiMaria asked Village Administrator Meyer to present this Resolution. Mr. Meyer said there had been an error on the Agenda initially regarding this, which has since been corrected.

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

D. Trustee Thill: (continued)

- b. The Village has developed a project to make improvements on Beckwith Road utilizing some federal funding provided by the State of Illinois. The Illinois Department of Transportation (IDOT) will advertise the construction contract for bids in May and June of 2025. The construction engineering for this contract exceeds the capacity of the Public Works Department. The Village followed a qualifications-based process to select InNova Consulting, Inc., to provide construction engineering services.
- c. The Village is responsible for hiring and paying the construction engineering costs not to exceed \$118,191.00, and the State will reimburse the Village for eligible construction engineering expenses estimated to be up to \$94,552.80. As part of the State's bidding process, the Village needs to provide the construction engineering agreement ahead of the advertisement and according to the State's schedule. As part of the State's bidding process, the Village needs to provide the construction engineering agreement ahead of the advertisement and according to the State's schedule.
- d. The fiscal impact of this Resolution is \$118,191.00, with up to \$94,552.80 expected to be reimbursed by IDOT.

Trustee Thill moved to approve Resolution 25-32, seconded by Trustee Minx.

Motion passes: 5 ayes, 0 nays, 1 absent.

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

- 6. **Resolution 25-33, Authorizing an Agreement with Primera Engineers, LTD., to Provide Construction Engineering Services for Shermer Road Resurfacing. (MFT Section 24-00114-00-RS)**
 - a. The Village has developed a project to make improvements on Shermer Road utilizing some federal funding provided by the State of Illinois. The Illinois Department of Transportation (IDOT) will advertise the construction contract for bids in May and June of 2025. The construction engineering for this contract exceeds the capacity of the Public Works Department. The Village followed a qualifications-based process to select Primera Engineers, Ltd., to provide construction engineering services. The Village is responsible for hiring and paying the construction engineering costs not to exceed \$80,509.00, and the State will reimburse the Village for eligible construction engineering expenses estimated to be up to \$64,407.20. As part of the State's bidding process, the Village needs to provide the construction engineering agreement ahead of the advertisement and according to the State's schedule.
 - b. The fiscal impact of this Resolution is \$80,509.00, with up to \$64,407.20 expected to be reimbursed by IDOT.

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

D. Trustee Thill: (continued)

Trustee Thill moved to approve Resolution 25-33, seconded by Trustee Travis.

Motion passes: 5 ayes, 0 nays, 1 absent.

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

E. Trustee Travis:

Trustee Travis reminded the assemblage that the Village's annual Community Garage Sale is scheduled for the weekend of Friday, June 6 through Sunday, June 8. The Village is inviting businesses and organizations to sponsor this popular community event with garage sale signage that can be displayed throughout the year. Sponsorships are only being accepted until April 18, so visit the Village's website to sign up now!

F. Trustee Witko:

1. Trustee Witko presented **Ordinance 25-17, Approving Text Amendments to Clarify Various Definitions; Provide Guidance for the Parking of Vehicles with Livery Plates; Extend the Construction Timing Period for Planned Unit Developments and Special Use Permits; Define Opportunities for the Zoning Board of Appeals to Receive Input from the Traffic Safety Commission; Permit the In-Kind Replacement of Driveways with Two Approaches; and Provide Guidance for the Installation and Use of Synthetic Turf and Security Shutters in Morton Grove, IL.**

This is the second reading of this Ordinance.

- a. Trustee Witko said the text amendments approved by this Ordinance will clarify various definitions and update related illustrations; provide guidance for the parking of vehicles with livery plates; extend the construction timing period for Planned Unit Developments and Special Use Permits, define opportunities for the Zoning Board of Appeals to receive input from the Traffic Safety Commission, permit the in-kind replacement of driveways with two approaches, and provide guidance for the installation and use of synthetic turf and security shutters.

Trustee Witko moved, seconded by Trustee Travis, to adopt Ordinance 25-17.

Motion passes: 5 ayes, 0 nays, 1 absent.

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

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

F. Trustee Witko: (continued)

2. Trustee Witko then introduced **Ordinance 25-19, Amending Title 4, Chapter 4, Section 9 Entitled "Suspension and Revocation" and Amending Title 4, Chapter 4, Section 10 Entitled "Appeal" to Modify the Notice and Hearing Regulations Relating to the Suspension or Revocation of Certificates of Occupancy of Business Operations in Morton Grove, Illinois.**
- a. She explained that, in July of 2024, the Village had adopted Ordinance 24-13, which amended Section 4-4-9 of the Municipal Code to authorize the Village Administrator to suspend or revoke business compliance certificates, business licenses, and certificates of occupancies if businesses are noncompliant with applicable regulations. This Ordinance sets for notice requirements and a hearing procedure before the Village's Local Adjudication Hearing Office for these suspensions and revocations. The Ordinance also deletes Section 4-4-10 of the Village Code, which provided an appeal process before the Local Adjudication Hearing Officer since the Illinois Administrative Code requires decisions of the Local Adjudication Hearing Officer to be reviewed by the Circuit Court of Cook County.

Trustee Witko said, as this is the first reading of this Ordinance, no action will be taken this evening.

XII. **OTHER BUSINESS**

Mayor DiMaria reminded the assemblage that the Village will be hosting an Electronics Recycling event on Saturday, May 10, from 9:00 am to noon at the Public Works facility, 7840 Nagle Avenue. This event is sponsored by the Solid Waste Agency of Northern Cook County (SWANCC), so you'll need to bring an ID that proves you are a Morton Grove (or other SWANCC community) resident. Put your electronics in your car and drive to the Public Works facility where staff will guide you through the process and remove the unwanted electronics from your vehicle. Common items include phones, computer monitors, and TVs. Visit the Village's website to learn more.

XIII. **WARRANTS**

Trustee Khan presented the Warrant Register for April 22, 2025 in the amount of \$753,991.79. She moved to approve the Warrants as presented, seconded by Trustee Minx.

Motion passes: 5 ayes, 0 nays, 1 absent.

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

XIV.

RESIDENTS' COMMENTS

1. **David King** said he had intended to come to this meeting to speak in strong support of Ordinance 25-16. He congratulated the Board and Village staff for taking action that promotes public health and safety, particularly as to the dangers of THC. THC is a component of cannabis that is a dangerous synthetic. He said he would be back on June 10 to discuss this further, but said he wanted to use the last of his time before the Board to congratulate Johnnie Mitchell. Mr. King said he didn't know Johnnie, but he does know, as a 37-year resident, how great the Morton Grove Public Works team is.
2. **Craig Katz** said he is the Government Relations and Compliance Officer for a company called CBD Kratom. He complimented the Board on having the best interests of the Morton Grove community at heart. He added that he hoped the Board would be able to keep an open mind and "be educated" regarding Ordinance 25-16. Mr. Katz said his company strongly opposes the stuff kids are getting their hands on these days. His company is in favor of strong regulation of these products so as to keep them out of the reach of children and off the shelves. He said his company would like the opportunity to talk to the Board about regulating certain products versus banning them.
 - a. Mr. Katz said, in the history of the United States, prohibitions don't work—but regulations do. If you ban something, people will still find a way to get it. They will be able to online and purchase it and have it shipped directly to their home. He said, "Banning something won't give you the results you're looking for. You'll lose revenue and you won't be keeping this out of the hands of children." He said he would be happy to meet with individual members of the Board or the Board as a group. Mayor DiMaria thanked him for his time.

XV.

ADJOURNMENT

As there was no further business before the Board, Trustee Minx moved to adjourn the meeting, seconded by Trustee Witko.

Motion passed unanimously via voice vote with 1 absent.

The meeting adjourned at 7:43 p.m.

PASSED this 13th day of May 2025.

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

APPROVED by me this 13th day of May 2025.

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

APPROVED and FILED in my office this 14th day of May 2025.

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

Minutes by Teresa Cousar

Proclamation

Village of Morton Grove

WHEREAS, since 1960 National Public Works Week has been celebrated throughout the United States and Canada during the third week of May to educate the public on the importance of public works in their daily lives; and

WHEREAS, the theme of National Public Works Week for 2025 is “People, Purpose, Presence,” highlighting three cornerstone ideals that motivate public works professionals and gives them their sense of purpose; and

WHEREAS, many times, public works professionals never meet those whose lives they have positively impacted because when things are going right, no one knows that public works is there. Yet, with or without fanfare, public works is ever present, working in the background to advance quality of life for all; and

WHEREAS, the Morton Grove Department of Public Works maintains a well-trained staff of 39 full-time employees who serve as the backbone of all Village maintenance services. The department comprises five divisions: Water and Sewer, Streets, Vehicle Maintenance, Engineering, and Facilities Maintenance; and

WHEREAS, our Public Works professionals are responsible for the planning, development, operation, and maintenance of the Village’s public works systems including storm and sanitary sewers, water mains, streets, bridges, streetlights, traffic signals, public buildings, public fleets, trees, solid waste collection, and recycling which are essential to meeting the needs of our residents; and

WHEREAS, the members of the Village of Morton Grove Department of Public Works are dedicated to ensuring an excellent quality of life for our residents by keeping Morton Grove a safe, sustainable, and resilient community; and

WHEREAS, the Village Board and Village residents are extremely proud of the men and women of our Public Works Department and are grateful for their collective and individual efforts to improve the quality of life in Morton Grove.

NOW, THEREFORE, I, Daniel P. DiMaria, Mayor of the Village of Morton Grove, do hereby proclaim the week May 18 - 24, 2025, as

PUBLIC WORKS WEEK

FURTHER, I urge all citizens to join with the Village Board and me to pay tribute to our public works professionals, and to recognize the substantial contributions they make to protect our health and safety, and to advance our quality of life.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the seal of the Village of Morton Grove.

Daniel P. DiMaria, Village President

Proclamation

Village of Morton Grove

WHEREAS, the American Legion was started in 1919 and founded by an Act of Congress after World War I; and

WHEREAS, the American Legion fiercely advocates for the unique needs of all veterans, service members, and their families who pledge to protect our nation; and

WHEREAS, the American Legion continues to serve our country's veterans by destigmatizing mental health support, offering peer-to-peer resources, and empowering them; and

WHEREAS, American Legion Post #134 was founded in 1925 to serve Morton Grove residents; and

WHEREAS, American Legion Post #134 built the current American Legion at 6144 Dempster Street, which continues to serve our veterans to this day; and

WHEREAS, American Legion Post #134 is celebrating its 100th year in Morton Grove in May, 2025; and

NOW, THEREFORE, I, Daniel P. DiMaria, Mayor of the Village of Morton Grove, do hereby proclaim May 13, 2025, as

AMERICAN LEGION POST 134 DAY

in the Village, and I urge all citizens to support our veterans and the mission of the American Legion; and

FURTHER, I urge all citizens to join me and the Village Board in congratulating the American Legion Post 134 for 100 years in Morton Grove.

In Witness hereof, I have hereunto set my hand and caused to be affixed the seal of the Village of Morton Grove

Daniel P. DiMaria, Village President

Legislative Summary

Resolution 25-35

AUTHORIZING THE CLOSURE OF DEMPSTER STREET FOR THE ANNUAL FOURTH OF JULY PARADE

Introduced:	May 13, 2025
Purpose:	This resolution will authorize the closure of Dempster Street for the 2025 Fourth of July Parade.
Background:	The Fourth of July Parade is a Morton Grove tradition. The July 4, 2025, parade will begin at 2:30 p.m. on Friday, July 4, 2025, and will require Dempster Street to be partially or completely closed between Central and Lincoln Avenues from 2:00 p.m. to 4:30 p.m. The Illinois Department of Transportation (IDOT) requires the Village to adopt a resolution to approve this closing and assume full responsibility for the direction, protection, and regulation of traffic, along with all liabilities for damages of any kind occasioned by the closing of this said state route.
Programs, Departments or Groups Affected	Public Works - Placement of barricades and directional information. Police Department- Enforcement and traffic control.
Fiscal Impact:	Overtime is associated with the above activities.
Source of Funds:	General Fund dollars will be used to support the workforce and equipment costs.
Workload Impact:	All Village Departments will provide their usual support for this activity.
Administrator Recommendation:	Approval as presented.
Second Reading:	Not Required
Special Considerations or Requirements:	The Village Engineer will file an application with IDOT for this street closing.

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

RESOLUTION 25-35

AUTHORIZING THE CLOSURE OF DEMPSTER STREET FOR THE ANNUAL FOURTH OF JULY PARADE

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

WHEREAS, the Village through its Special Events Commission is planning a parade as part of its annual Morton Grove Days celebration on Friday, July 4, 2025, which will begin at 2:30 p.m.; and

WHEREAS, the parade will require the closing of Dempster Street, either partially or completely, between Central Avenue and Lincoln Avenue from approximately 2:00 p.m. to 4:30 p.m.; and

WHEREAS, Dempster Street is a state route under the authority of the Illinois Department of Transportation (IDOT); and

WHEREAS, to close Dempster Street for the Parade, IDOT requires the Village to adopt this resolution and assume all responsibility and liability involved in the closing of the state route and resulting detour and rerouting of traffic.

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

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

SECTION 2: The Village Engineer is directed to file an application with the IDOT for the closing of Dempster Street on Friday, July 4, 2025, from 2:00 p.m. to 4:30 p.m.

SECTION 3: The Village will assume full responsibility for the direction, protection, and regulation of traffic during the time the detour is in effect and all liabilities for damages of any kind caused by the closing of said State Route. All-weather detours will be maintained, conspicuously marked and judiciously police patrolled for the benefit of traffic rerouted from the state route.

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

Passed this 13th day of May 2025

Trustee Khan _____

Trustee Minx _____

Trustee Shiba _____

Trustee Travis _____

Trustee Thill _____

Trustee Witko _____

Approved by me this 13th day of May 2025

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

Attested and Filed in my office this
14th day of May 2025

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

Legislative Summary

Resolution 25-36

AUTHORIZING A CONTRACT WITH DCG ROOFING SOLUTIONS COMPANY, INC. OF MELROSE PARK, ILLINOIS FOR STORAGE GARAGE ROOF RESTORATION PROJECT

Introduction:	May 13, 2025
Purpose:	To authorize the Village Administrator to execute a contract with DCG Roofing Solutions Co., Inc., of Melrose Park, Illinois, for the Public Works Facility Storage Garage Roof Restoration Project.
Background:	<p>The Public Works storage garage was built in 1992. The roof is original to the building. Maintenance requirements for the storage garage roof have incrementally increased in cost and scope over the past years. In its current condition, the roof is nearing the end of its useful service life. The Department of Public Works staff determined that restoration of the storage garage roof would be advantageous at this time to extend the service life of the building. This contract was advertised, and two sealed bids were received with DCG Roofing Solutions Co., Inc., of 2045 Janice Avenue, Melrose Park, IL 60160 being the low bidder at \$58,721.00 for the base bid as noted in Exhibit "A". The bid packet includes unit prices for unforeseen steel panel repair as needed to support the project. To support the potential need for added steel panel repair, this resolution will authorize a contract with DCG Roofing Solutions Co., Inc., for the Garage Roof Restoration in an amount not to exceed \$64,595.00 in order to provide a contingency of \$5,874.00. This contract must conform to the requirements of the Prevailing Wage Act.</p>
Departments Affected	Public Works
Fiscal Impact:	\$58,721.00
Source of Funds:	2025 General Funds Account Numbers 02-80-24-57-1032
Workload Impact:	The Public Works Department will manage and implement the project as part of its normal work activities.
Administrator Recommendation	Approval as presented
Second Reading:	Not Required
Special Requirements:	None

Submitted by: Charles L. Meyer, Village Administrator
Reviewed by: Hanna Sullivan, Director of Finance
Reviewed by: Teresa Hoffman Liston, Corporation Counsel
Reviewed by: Mike Lukich, Director of Public Works
Prepared by: Bill Burns, Public Works Superintendent

RESOLUTION 25-36

AUTHORIZING A CONTRACT WITH DCG ROOFING SOLUTIONS COMPANY, INC., OF MELROSE PARK, ILLINOIS FOR STORAGE GARAGE ROOF RESTORATION PROJECT

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

WHEREAS, the Department of Public Works facilities storage garage was built in 1992; and

WHEREAS, the roof is original to the building and minimal previous maintenance has been completed; and

WHEREAS, the maintenance requirements for the storage garage roof have incrementally increased in cost and scope over the past years; and

WHEREAS, the Department of Public Works staff determined that restoration of the storage garage roof would be advantageous at this time to extend the service life of the building; and

WHEREAS, on March 20, 2025, the Department of Public Works advertised a bid packet on the Village's website soliciting bids for the restoration of the storage garage roof at the Public Works Facility; and

WHEREAS, a pre-bid meeting was conducted with prospective bidders at 1:00 p.m. on March 25, 2025; and

WHEREAS, two (2) bids were received, publicly opened, and read at the Village of Morton Grove Village Hall at 10:00 a.m. on April 2, 2025, with the bid results shown in Exhibit A; and

WHEREAS, DCG Roofing Solutions, Co., Inc., (DCG Roofing), located at 2045 Janice Avenue in Melrose Park, Illinois 60160, in the amount of its base bid of \$58,721.00, was determined to be the lowest qualified bidder; and

WHEREAS, DCG Roofing Solutions, Co., Inc., has performed roofing projects for the Village of Morton Grove at Public Works facilities and North Pumping Station in the past and is qualified for this project; and

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

WHEREAS, funding for this project in the amount of \$58,721.00 is available in amount of \$170,000.00 is available in the 2025 Adopted Budget Account Numbers 02-80-24-57-1032.

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 DCG Roofing Solutions Co., Inc., bid of 2045 Janice Avenue Melrose Park, IL 60160 in the amount of \$58,721.00.

SECTION 3: The Village Administrator is hereby authorized to execute a contract with DCG Roofing Solutions, Co., Inc., for the Public Works Facility - Storage Garage Roof Restoration Project in the amount of \$64,595.00 in order to provide a contingency of \$5,874.00 to support the potential need for added steel repair or other unforeseen conditions that cannot be determined prior to the roof restoration.

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 DCG Roofing Solutions, Inc.

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

Passed this 13th day of May 2025

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

Approved by me this 13th day of May 2025

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

Attested and Filed in my office this
14th day of May 2025

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

Village of Morton Grove, Cook County, Illinois
Storage Garage Roof Restoration Project
Bid Tabulation
Bid Opening: April 2, 2025

				Engineer's Estimate		DCG ROOFING SOLUTIONS CO., INC. 2045 Janice Avenue Melrose Park, IL 60160		Knickerbocker Roofing & Paving Co., Inc. 16851 S. Lathrop Avenue Harvey, IL 60426	
PAY ITEM	PAY ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST
1	Storage Garage Roof Restoration	each	1	\$155,000.00	\$155,000.00	\$58,721.00	\$58,721.00	\$107,300.00	\$107,300.00
CORRECTED TOTAL PROPOSAL AMOUNT				\$155,000.00		\$58,721.00		\$107,300.00	
AS-READ PROPOSAL AMOUNT									

Apparent Low Bidder: DCG ROOFING SOLUTIONS CO., INC.
Apparent Low Bid Amount: \$58,721.00
Engineer's Estimate of Cost: \$155,000.00
Difference: -\$96,279.00

Legislative Summary

Resolution 25-37

AUTHORIZING A CONTRACT WITH A PLUS QUALITY SERVICE, INC., OF ARLINGTON HEIGHTS, ILLINOIS, FOR THE JANITORIAL CLEANING SERVICES PROGRAM

Introduction:	May 13, 2025
Purpose:	To authorize the Village Administrator to execute a contract with A Plus Quality Service, Inc., of Arlington Heights, Illinois, for the Janitorial Cleaning Services Program. This work is necessary to provide cleaning services for the Police Department, Village Hall, Public Works, Fire Station 4 administrative offices, and the public area of the newly constructed Metra Station.
Background:	This contract was bid through a public bid process in accordance with the Village's Municipal Code. Six (6) bids were received, publicly opened and read at the Village Hall at 10:00 a.m. on Friday, April 25, 2025, with the bid tabulation included in Exhibit "A". A Plus Quality Service, Inc., submitted the lowest bid in the amount of \$52,450.00. A Plus Quality Service, Inc., has previously provided cleaning services for the Village of Morton Grove and is qualified to complete the janitorial cleaning services. The Village Administrator is further authorized to extend this contract for 2026 and 2027 if, in the opinion of the Village Administrator, existing circumstances warrant.
Departs Affected	Department of Public Works, Village Hall, Police Department, the administrative offices at Fire Station 4, and the public area of the newly constructed Metra Station.
Fiscal Impact:	\$52,450.00
Source of Funds:	2025 General Fund Account Numbers 02-80-24-55-2160
Workload Impact:	The Public Works Department will manage and implement the project as part of its normal work activities.
Administrator Recommendation	Approval as presented
Second Reading:	Not Required
Special Requirements:	None

Submitted by: Charles L. Meyer, Village Administrator
Reviewed by: Hanna Sullivan, Director of Finance
Reviewed by: Teresa Hoffman Liston, Corporation Counsel
Reviewed by: Mike Lukich, Director of Public Works
Prepared by: Bill Burns, Superintendent

RESOLUTION 25-37

AUTHORIZING A CONTRACT WITH A PLUS QUALITY SERVICE, INC., OF ARLINGTON HEIGHTS, ILLINOIS FOR THE JANITORIAL CLEANING SERVICES PROGRAM

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

WHEREAS, the Village of Morton Grove utilizes a service provider to clean its municipal buildings to include the Police Department, Village Hall, Public Works, Fire Station 4 administrative offices, and the public area of the newly constructed Metra Station; and

WHEREAS, this contract was bid through a public bid process in accordance with the Municipal Code; and

WHEREAS, the Department of Public Works on April 14, 2025, advertised and posted on the Village website the invitation to bid on the “Janitorial Cleaning Services Contract”; and

WHEREAS, thirty-three (33) contractors or suppliers obtained the bidding materials; and

WHEREAS, six (6) bids were received, publicly opened and read at the Village Hall at 10:00 a.m. on Friday, April 25, 2025, with the bid tabulation included in Exhibit “A”; and

WHEREAS, the lowest responsible and qualified bidder is A Plus Quality Service, Inc., of Arlington Heights, Illinois, with a bid amount of \$52,450.00; and

WHEREAS, A Plus Quality Service, Inc., has performed janitorial cleaning services for the Village in the past; and

WHEREAS, funding for the above work is available in the 2025 Adopted Budget Municipal Buildings Account Numbers 02-80-24-55-2160 in the amount \$66,500.00.

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 A Plus Quality Service, Inc., of 3123 N. Carriageway Drive, Arlington Heights, IL 60004 in the amount of \$52,450.00.

SECTION 3: The Village Administrator is hereby authorized to execute a contract with A Plus Quality Service, Inc., for the Janitorial Cleaning Services Program in the amount of \$52,450.00.

SECTION 4: The Village Administrator is further authorized to extend this contract for 2026 and 2027 if, in the opinion of the Village Administrator, existing circumstances warrant.

SECTION 5: The Village Administrator and Director of Public Works or their designees are authorized to take all steps necessary to implement the contract with A Plus Quality Service, Inc.

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

Passed this 13th day of May 2025

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

Approved by me this 13th day of May 2025

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

Attested and Filed in my office this
14th day of May 2025

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

Village of Morton Grove, Cook County, Illinois
Janitorial Cleaning Services Program

Exhibit "A"

Bid Tabulation Bid Opening: April 25, 2025 at 10:00 AM				Engineer's Estimate		A Plus Quality Service, Inc. 3123 N. Carriageway Dr. Arlington Heights, IL 60004		Multisystem Management Company 6019 N. Milwaukee Ave. Chicago, IL 60646	
PAY ITEM	PAY ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST
1	Janitorial Cleaning services at the Police and Village Hall Adm	Month	12	\$2,500.00	\$30,000.00	\$2,120.00	\$25,440.00	\$3,011.00	\$36,132.00
2	Fire Department Administrative Offices	Month	12	\$500.00	\$6,000.00	\$450.00	\$5,400.00	\$780.00	\$9,360.00
3	Public Works Administrative Offices, Water Department Water	Month	12	\$1,000.00	\$12,000.00	\$905.00	\$10,860.00	\$889.00	\$10,668.00
4	Train Station Waiting Rooms, washrooms, water fountain area,	Month	12	\$600.00	\$7,200.00	\$550.00	\$6,600.00	\$472.00	\$5,664.00
5	Strip and finish tile surfaces	Sq ft.	26000	\$0.25	\$6,500.00		\$2,150.00	\$0.31	\$8,060.00
6	Shampoo Carpets	Sq ft.	25000	\$0.25	\$6,250.00		\$2,000.00	\$0.21	\$5,250.00
CORRECTED TOTAL PROPOSAL AMOUNT				\$67,950.00		\$52,450.00		\$75,134.00	
AS-READ PROPOSAL AMOUNT									

Apparent Low Bidder: A Plus Quality Service, Inc.
Apparent Low Bid Amount: \$52,450.00
Engineer's Estimate of Cost: \$67,950.00
Difference: -\$15,500.00

Chi-Town Cleaning Services P.O. Box 219 Medinah, IL 60157		Perfect Cleaning System, Inc. 6444 N. Milwaukee Ave. Chicago, IL 60631		Maintenance Services Chicago 2200 Landmeier Rd. Elk Grove Village, IL 60007		Alpha Building Maintenance Services, Inc. 7549 W. 99th PL Bridgeview, IL 60455	
UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST
\$3,263.00	\$39,156.00	\$2,250.00	\$27,000.00	\$4,181.40	\$50,176.80	\$5,785.00	\$69,420.00
\$690.00	\$8,280.00	\$700.00	\$8,400.00	\$1,224.75	\$14,697.00	\$1,350.00	\$16,200.00
\$813.00	\$9,756.00	\$950.00	\$11,400.00	\$1,714.65	\$20,575.80	\$3,375.00	\$40,500.00
\$525.00	\$6,300.00	\$912.50	\$10,950.00	\$696.90	\$8,362.80	\$675.00	\$8,100.00
\$0.26	\$6,760.00	\$0.18	\$4,680.00	\$0.30	\$7,800.00		\$12,220.00
\$0.19	\$4,750.00	\$0.15	\$3,750.00	\$0.26	\$6,500.00		\$4,750.00
\$75,002.00		\$66,180.00		\$108,112.40		\$151,190.00	

Legislative Summary

Resolution 25-38

AUTHORIZING A CONTRACT WITH M.E. SIMPSON CO., INC. OF VALPARAISO, INDIANA FOR THE 2025 WATER DISTRIBUTION SYSTEM LEAK SURVEY

Introduction:	May 13, 2025
Purpose:	To authorize the Village Administrator to execute a contract with M.E. Simpson Co., Inc., of Valparaiso, Indiana, for the 2025 Water Distribution System Leak Survey.
Background:	The Department of Public Works annually surveys its water distribution system for water leaks. The primary objective of this program is to identify and assess specific leakage problems within the water distribution system, ultimately leading to targeted activities for locating and repairing the leaks and achieving an overall reduction in water losses for the system. The Department of Public Works received three (3) proposals. The lowest proposal was from M.E. Simpson Co., Inc., of Valparaiso, Indiana, with a proposal amount of \$25,520.00. (Refer to Exhibit A). This resolution approves a contract with M.E. Simpson of Valparaiso, Indiana, for the 2025 Water Distribution System Leak Survey.
Departs Affected	Department of Public Works
Fiscal Impact:	\$25,520.00
Source of Funds:	2025 Enterprise Fund Account Numbers 40-50-33-55-2140
Workload Impact:	The Public Works Department will manage and implement the project as part of its normal work activities.
Administrator Recommendation	Approval as presented
Second Reading:	Not Required
Special Requirements:	None

Submitted by: Charles L. Meyer, Village Administrator
Reviewed by: Hanna Sullivan, Director of Finance
Reviewed by: Teresa Hoffman Liston, Corporation Counsel
Reviewed by: Mike Lukich, Director of Public Works
Prepared by: Kevin Lochner, Plans & Utilities Supervisor

RESOLUTION 25-38

AUTHORIZING A CONTRACT WITH M.E. SIMPSON CO., INC. OF VALPARAISO, INDIANA FOR THE 2025 WATER DISTRIBUTION SYSTEM LEAK SURVEY

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 Department of Public Works annually surveys its water distribution system for water leaks; and

WHEREAS, the primary objective of this program is to identify and assess specific leakage problems within the water distribution system, ultimately leading to targeted directions for locating and repairing the leaks and achieving an overall reduction in water losses for the system; and

WHEREAS, the Department of Public Works received three (3) proposals on February 12, 2025; and

WHEREAS, the lowest proposal was from M.E. Simpson Co., Inc., of Valparaiso, Indiana, with a proposal amount of \$25,520.00. (Refer to Exhibit A); and

WHEREAS, the Department of Public Works has worked with M.E. Simpson on past water distribution system leak surveys and found their work to be satisfactory; and

WHEREAS, this Resolution will approve a contract with M.E. Simpson Co., Inc., of Valparaiso, Indiana, for the 2025 Water Distribution System Leak Survey in the amount of \$25,520.00; and

WHEREAS, funding for the above work is available in the 2025 Adopted Budget Enterprise Fund Account Number 40-50-33-55-2140.

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

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 proposal of M.E. Simpson Co., Inc., of Valparaiso, Indiana in the amount of \$25,520.00.

SECTION 3: The Village Administrator is hereby authorized to execute a contract with M.E. Simpson Co., Inc. for the 2025 Water Distribution System Leak Survey in the amount of \$25,520.00.

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 M.E. Simpson Co., Inc.

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

Passed this 13th day of May 2025

Trustee Khan _____

Trustee Minx _____

Trustee Shiba _____

Trustee Thill _____

Trustee Travis _____

Trustee Witko _____

Approved by me this 13th day of May 2025

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

Attested and Filed in my office this
14th day of May 2025

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

EXHIBIT A				
Proposal Due Date : February 12, 2025	Name of Company	Low Bid	Bid Amount	Proposal Bid Documents
	M.E. Simpson	X	\$25,520.00	X
	McKim & Creed		\$27,500.00	X
	Wachs Water Services		\$31,615.00	X

Legislative Summary

Resolution 25-39

AUTHORIZING A CONTRACT WITH BUILDERS ASPHALT, LLC OF HILLSIDE, ILLINOIS, FOR THE 2025 MATERIAL PURCHASING PROGRAM

Introduction:	May 13, 2025
Purpose:	To authorize the Village Administrator to execute a contract with Builders Asphalt, LLC, of Hillside, Illinois, for the 2025 Material Purchasing Program.
Background:	<p>The Village has an annual material purchasing program to purchase asphalt for use by the Department of Public Works and to dispose of recyclable asphalt to maintain the Village's rights-of-way and properties. The Department will use Village trucks to deliver the recyclable asphalt to the plant, collect the asphalt from the producer, and deliver the asphalt to the work site. The purchase and recycling of construction materials for this program are paid for within the Village General Fund and the Motor Fuel Tax (MFT) Fund. The State of Illinois administratively controls MFT Funds. Bidding procedures and contract documents are required to conform to state requirements for these amounts. This contract was bid through a public process in accordance with the Municipal Code and Illinois Department of Transportation (IDOT) requirements. The contract was advertised, and two sealed bids were received. The lowest responsive and responsible bid was from Builders Asphalt, LLC, of Hillside, Illinois, with a bid amount of \$119,465.00. The Village's internal cost to pick up the material from the asphalt plant in Mount Prospect, Illinois, is calculated to be \$33,465.00, which is less than the transportation cost calculated for the other bid. The bid amount is based upon unit pricing proposed by the contractor for the number of units estimated by the Village, and the final price of the contract will be increased to the amount budgeted. This Resolution will approve a contract with Builders Asphalt, LLC, for the 2025 Material Purchasing Program in an amount not to exceed \$87,500.00.</p>
Departs Affected	Department of Public Works
Fiscal Impact:	\$87,500.00
Source of Funds:	2025 Adopted Budget General Fund Account 02-50-17-56-3110 & Motor Fuel Tax Fund 03-50-60-56-3110 in the cumulative amount of \$87,500.00
Workload Impact:	The Department of Public Works will manage and implement the project as part of its normal work activities.
Administrator Recommendation	Approval as presented
Second Reading:	Not Required
Special Requirements:	None

Submitted by: Charles L. Meyer, Village Administrator
Reviewed by: Hanna Sullivan, Director of Finance
Reviewed by: Teresa Hoffman Liston, Corporation Counsel
Reviewed by: Mike Lukich, Director of Public Works
Prepared by: Chris Tomich, Village Engineer

RESOLUTION 25-39

AUTHORIZING A CONTRACT WITH BUILDERS ASPHALT, LLC, OF HILLSIDE, ILLINOIS, FOR THE 2025 MATERIAL PURCHASING PROGRAM

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

WHEREAS, an annual material purchasing program is necessary to dispose of recyclable asphalt and to purchase asphalt for use by the Department of Public Works to maintain the Village's rights-of-way and properties; and

WHEREAS, the Department will use Village trucks to deliver the recyclable asphalt to the plant, collect the asphalt from the producer, and deliver the asphalt to the work site; and

WHEREAS, there is a travel cost to the Village for driving a truck to and from the asphalt plant; and

WHEREAS, it was determined that it is in the best interest of the Village and most cost-effective for the Village to deliver the recyclable asphalt to the plant, collect the asphalt from the producer, and deliver the asphalt to the work site; and

WHEREAS, the delivery of recyclable asphalt and the purchase of asphalt are paid for using funding from the Village General Fund and the Motor Fuel Tax (MFT) Fund; and

WHEREAS, use of MFT funding is administratively controlled by the State of Illinois, which requires bidding procedures and contract documents for these amounts conforming to State requirements; and

WHEREAS, this contract was bid through a public bid process in accordance with the Municipal Code and Illinois Department of Transportation (IDOT) requirements; and

WHEREAS, the Department of Public Works advertised in the Illinois Department of Transportation Bureau of Local Roads and Streets "Notice to Contractors Bulletin" Bulletin Nos. 25-16 and 25-17, and the Village's website inviting bids on the "2025 Material Purchasing Program MFT Section 25-00000-03-GM"; and

WHEREAS, seven (7) entities, contractors, or suppliers obtained the bidding materials; and

WHEREAS, two (2) bids were received, publicly opened and read at the Public Works Facility at 10 a.m. on April 30, 2025, with the bid tabulation included in Exhibit "A"; and

WHEREAS, Builders Asphalt, LLC, of Hillside, Illinois, is the low bidder with a bid amount of \$86,000.00; and

WHEREAS, the Village’s internal transportation costs to pick up the material from the asphalt plant in Mount Prospect, Illinois, are calculated to be \$33,465 for the contract quantity, which is less than the transportation cost estimated for the location included in the other bid; and

WHEREAS, the bid amount is 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, funding for the above work in the cumulative amount of \$87,500.00 is available in the 2025 Adopted Budget General Fund Account Number 02-50-17-56-3110 and Motor Fuel Tax Account Number 03-50-60-56-3110, and

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

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

SECTION 2: The Corporate Authorities accept the bid of Builders Asphalt, LLC, of Hillside, Illinois in the amount of \$86,000.00.

SECTION 3: The Village Administrator is hereby authorized to execute the form titled “Acceptance of Proposal to Furnish Materials and Approval of Award” (Exhibit “B”) in order to deliver recyclable asphalt to and purchase asphalt from Builders Asphalt, LLC in an amount not to exceed \$87,500.00.

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 Builders Asphalt, LLC.

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

Passed this 13th day of May 2025

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

Approved by me this 13th day of May 2025

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

Attested and filed in my office this
14th day of May 2025

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

Exhibit "A"



Tabulation of Bids

County: Cook					Date: 4/30/2025		Name of Bidder: Address of Bidder:		Builders Asphalt, LLC		Peter Baker & Son Company							
Local Agency: Village of Morton Grove					Time: 10:00am				4401 Roosevelt Road		1349 Rockland Road							
Section: 25-00000-03-GM					Appropriation: \$ 87,500.00				Hillside, IL 60162		Lake Bluff, IL 60044							
Estimate: 88,900.00																		
Attended By: Kevin Lochner and Mike Gesualdo							Proposal Guarantee:		Bid Bond		Bid Bond							
							Terms:		5%		5%							
							Approved Engineer's Estimate											
Item No.	Item	Delivery	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total				
1	HMA Surface Course, Mix "D", N50	F.O.B.	TON	1150	70.00	\$ 80,500.00	68.00	\$ 78,200.00	69.00	\$ 79,350.00								
2	Recycling of Asphalt Material	Plant	LOAD	120	70.00	\$ 8,400.00	65.00	\$ 7,800.00	125.00	\$ 15,000.00								
3	Theoretical Transportation Cost - Builders	Plant	MILES	19.4		\$ -	1,725.00	\$ 33,465.00		\$ -		\$ -		\$ -				
												\$ -		\$ -				
4	Theoretical Transportation Cost - Peter Baker	Plant	MILES	43.4		\$ -		\$ -	1,725.00	\$ 74,865.00		\$ -		\$ -				
						\$ -		\$ -		\$ -		\$ -		\$ -				
							Total Bid:		As Read:		119,465.00		169,215.00					
									As Calculated:		119,465.00		169,215.00					
									Deduct Hauling		33,465.00		74,865.00					
									Contract Amount		86,000.00		94,350.00					



Local Public Agency	County	Street Name/Road Name	Section Number
Morton Grove	Cook	N/A	25-00000-03-GM

Bidder's Name

Builders Asphalt LLC

Bidder's Address

4401 Roosevelt Road

City

Hillside

State

IL

Zip Code

60162

In accordance with your proposal submitted on **04/30/25**, a copy of which is in our files, you have been awarded the contract for
Date of Submittal
furnishing the following materials required in the **maintenance** of the above designated project. Materials shall be inspected in
Construction or Maintenance
accordance with current Departmental policies.

Item	Unit of Measure	Quantity	Unit Price	Amount
HMA Surface Course Mix D, N50	Ton	1,150	\$68.0000	\$78,200.00
Recycling of Asphalt Materials	Load	120	\$65.0000	\$7,800.00
Total				\$86,000.00

Terms

Shipping Instructions

Amount not to exceed \$87,500.

For Municipal Projects

Municipal Official Signature & Date

--

For County And Road District Project

Highway Commissioner Signature & Date

--

Illinois Department of Transportation
Concurrence in Approval of Award

Regional Engineer Signature & Date

--

County Engineer/Superintendent of Highways Signature & Date

--

Legislative Summary

Resolution 25-40

AUTHORIZING AN AGREEMENT WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION FOR BECKWITH ROAD RESURFACING (MFT SECTION 21-00111-00-RS)

Introduction:	May 13, 2025
Purpose:	To authorize the Village President to execute an agreement with the Illinois Department of Transportation (IDOT) for upcoming federally funded construction improvements on Beckwith Road.
Background:	<p>The Village was awarded federal funding for approximately eighty percent (80%) of the construction and engineering cost to resurface Beckwith Road from Shermer Road to Austin Avenue. The federal funding requires the Village to pay for the balance.</p> <p>The use of federal funds requires a joint funding agreement with IDOT. This resolution will authorize the required joint funding agreement for this project, which has an estimated total cost of \$2,208,535.67 with \$1,755,524.54 of Federal Funding and \$453,011.13 of Local (Village) Funding.</p> <p>Resolution 25-21, approved April 8, 2025, appropriated Motor Fuel Tax (MFT) funds for the Village's share for this work. Resolution 25-30, approved April 22, 2025, authorized an agreement with Primera Engineers, Ltd., for construction engineering services for construction improvements on Beckwith Road. IDOT will open bids for construction services for this contract on June 13, 2025.</p>
Departs Affected	Department of Public Works
Fiscal Impact:	\$453,011.13
Source of Funds:	2025 Adopted Budget Motor Fuel Tax Fund Account Numbers 03-50-60-55-2290 and 03-50-60-57-3300.
Workload Impact:	The Department of Public Works will manage and implement the project as part of its regular work activities.
Administrator Recommendation	Approval as presented
Second Reading:	Not Required
Special Requirements:	None

Submitted by: Charles L. Meyer, Village Administrator
Reviewed by: Hanna Sullivan, Director of Finance
Reviewed by: Teresa Hoffman Liston, Corporation Counsel
Reviewed by: Mike Lukich, Director of Public Works
Prepared by: Chris Tomich, Village Engineer

RESOLUTION 25-40

AUTHORIZING AN AGREEMENT WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION FOR BECKWITH ROAD RESURFACING (MFT SECTION 21-00111-00-RS)

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

WHEREAS, the Village has developed a project to resurface Beckwith Road from Shermer Road to Austin Avenue; and

WHEREAS, Beckwith Road is a federal aid route eligible for federal funding; and

WHEREAS, the Village was awarded federal funding for approximately eighty percent (80%) of the construction and construction engineering costs to resurface this segment; and

WHEREAS, Resolution 25-21, approved April 8, 2025, appropriated \$725,000.00 in Motor Fuel Tax (MFT) funds for the Village's share for this work; and

WHEREAS, Resolution 25-30, approved April 22, 2025, authorized an agreement with Primera Engineers, Ltd., for construction engineering services for construction improvements on Beckwith Road; and

WHEREAS, the use of federal funds requires a joint funding agreement with the State of Illinois acting through its Department of Transportation (IDOT) to identify the administrative and financial responsibilities of the Village and IDOT related to the construction and construction engineering of the improvements; and

WHEREAS, the joint funding agreement is included in Exhibit "A"; and

WHEREAS, the improvement requires matching funds, with an estimated total project cost of \$2,208,535.67, with \$1,755,524.54 of Federal Funding and \$453,011.13 of Local (Village) Funding.

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 have appropriated \$725,000.00, Seven Hundred Twenty-Five Thousand and 00/100 Dollars in Motor Fuel Tax Funds and agree to pass a supplemental resolution if necessary to appropriate additional funds for completion of the project.

SECTION 3: The Village President is hereby authorized to execute an agreement with IDOT for the above-mentioned project.

SECTION 4: The Village Administrator is hereby authorized to make any revisions or corrections to the executed agreement included in Exhibit “A” as may become necessary if deemed in the Village’s best interest.

SECTION 5: This Resolution will become Schedule 5 of the agreement.

SECTION 6: The Village Clerk of Morton Grove is directed to transmit five (5) original signed and sealed agreements and a Resolution to IDOT District One Bureau of Local Roads and Streets.

Passed this 13th day of May 2025

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

Approved by me this 13th day of May 2025

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

Attested and Filed in my office this
14th day of May 2025

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



LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number
Village of Morton Grove	Cook	21-00111-00-RS

Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
STU	N/A	CMAP	02-25-0005

Construction

State Job Number	Project Number
C-91-170-25	NHQ0(472)

☐ Local Let/Day Labor ☒ Construction on State Letting ☒ Construction Engineering ☐ Utilities ☐ Railroad Work

LOCATION

Local Street/Road Name	Key Route	Length	Stationing From	To
Beckwith Road	FAU 1313	1.63 miles	00.95	02.58

Location Termini
Shermer Road to Austin Avenue

Current Jurisdiction	Existing Structure Number(s)	
LPA	NA	<button>Remove</button>

LOCATION

Local Street/Road Name	Key Route	Length	Stationing From	To

Location Termini

Current Jurisdiction	Existing Structure Number(s)	
		<button>Remove</button>

PROJECT DESCRIPTION

The work consists of furnishing all labor, materials, equipment, and other incidentals necessary for the completion of pavement removal, hot-mix asphalt surface removal, combination curb and gutter removal and replacement, sidewalk removal, subbase granular material, polymerized hot-mix asphalt binder, hot-mix asphalt surface course, hot-mix asphalt driveways, Portland cement concrete sidewalk, detectable warnings, class D patches, pavement markings, and other incidental and miscellaneous items of work.

Exhibit "A"

Local Public Agency	Section Number	State Job Number	Project Number
Village of Morton Grove	21-00111-00-RS	C9117025	NHQ0(472)

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "**LPA**" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as the "**STATE**". The **STATE** and **LPA** jointly proposes to improve the designated location as described in the Location and Project Description sections of this agreement. The improvement shall be constructed in accordance with plans prepared by, or on behalf of the **LPA** and approved by the **STATE** using the **STATE's** policies and procedures approved and/or required by the Federal Highway Administration, hereby referred to as "**FHWA**".

I. GENERAL

- 1.1 Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. The **STATE** may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the **LPA** by the **STATE** or the federal funding source, (ii) the Governor or **STATE** reserves funds, or (iii) the Governor or **STATE** determines that funds will not or may not be available for payment. The **STATE** shall provide notice, in writing, to **LPA** 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.
- 1.2 Domestic Steel Requirement. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Build America-Buy America provisions.
- 1.3 Federal Authorization. That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.
- 1.4 Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.
- 1.5 Termination. This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the **STATE**, the **STATE** must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If the **STATE** determines in the case of a partial termination that the reduced or modified portion of the funding award will not accomplish the purposes for which the funding award was made, the **STATE** may terminate the Agreement in its entirety.

This Agreement may be terminated, in whole or in part, by the **STATE** without advance notice:

- a. Pursuant to a funding failure as provided under Article 1.1.
- b. If **LPA** fails to comply with the terms and conditions of this funding award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any award.

II. REQUIRED CERTIFICATIONS

By execution of this Agreement and the **LPA's** obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules and any and all license requirements or professional certification provisions.

- 2.1 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200). The **LPA** certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference.
- 2.2 Compliance with Registration Requirements. **LPA** certifies that it: (i) is registered with the federal SAM system; (ii) is in good standing with the Illinois Secretary of State, if applicable; (iii) have a valid DUNS Number; (iv) have a valid UEI, if applicable. It is **LPA's** responsibility to remain current with these registrations and requirements.
- 2.3 Bribery. The **LPA** certifies to the best of its knowledge that its officials have not been convicted of bribery or attempting to bribe an officer or employee of the state of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).
- 2.4 Bid Rigging. **LPA** certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).
- 2.5 Debt to State. **LPA** certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because the **LPA**, or its affiliate(s), is/are delinquent in the payment of any debt to the **STATE**, unless the **LPA**, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and **STATE** acknowledges the **LPA** may declare the Agreement void if the certification is false (30 ILCS 500/50-11).
- 2.6 Debarment. The **LPA** certifies to the best of its knowledge and belief that its officials:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or

Exhibit "A"

Local Public Agency	Section Number	State Job Number	Project Number
Village of Morton Grove	21-00111-00-RS	C9117025	NHQ0(472)

commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;

c. are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and

d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.

- 2.7 Construction of Fixed Works. The **LPA** certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, the **LPA** shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.
- 2.8 Criminal Convictions. The **LPA** certifies that neither it nor any managerial agent of **LPA** has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. The **LPA** further certifies that it is not barred from receiving an funding award under 30 ILCS 500/50-10.5 and acknowledges that **STATE** shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).
- 2.9 Improper Influence. The **LPA** certifies that no funds have been paid or will be paid by or on behalf of the **LPA** to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, the **LPA** certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.
- 2.10 Telecom Prohibition. The **LPA** certifies that it will comply with Section 889 of the FY 2019 National Defense Authorization Act (NDAA) that prohibits the use of telecommunications or video surveillance equipment or services produced or provided by the following companies: Dahua Technology Company, Hangzhou Hikvision Digital Technology Company, Huawei Technologies Company, Hytera Communications Corporation, and ZTE Corporation. Covered equipment and services cannot be used as substantial or essential component or any system, or as critical technology as part of any system.
- 2.11 Personal Conflict of Interest - (50 ILCS 105/3, 65 ILCS 5/3.1-55-10, 65 ILCS 5/4-8-6) The **LPA** certifies that it shall maintain a written code or standard of conduct which shall govern the performance of its employees, officers, board members, or agents engaged in the award and administration of contracts supported by state or federal funds. Such code shall provide that no employee, officer, board member or agent of the **LPA** may participate in the selection, award, or administration of a contract supported by state or federal funds if a conflict of interest, real or apparent would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:
- the employee, officer, board member, or agent;
 - any member of his or her immediate family;
 - his or her partner; or
 - an organization which employs, or is about to employ, any of the above.

The conflict of interest restriction for former employees, officers, board members and agents shall apply for one year.

The code shall also provide that **LPA's** employees, officers, board members, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The **STATE** may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the **LPA** relating to such contract, subcontract, or arrangement. The code shall also prohibit the officers, employees, board members, or agents of the **LPA** from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

- 2.12 Organizational Conflict of Interest - The **LPA** certifies that it will also prevent any real or apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third party contractor or **LPA** or impair the objectivity in performing the contract work.
- 2.13 Accounting System. The **LPA** certifies that it has an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state and federally funded program. Accounting records must contain information

Exhibit "A"

Local Public Agency	Section Number	State Job Number	Project Number
Village of Morton Grove	21-00111-00-RS	C9117025	NHQ0(472)

pertaining to state and federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. To comply with 2 CFR 200.305(b)(7)(i), the **LPA** shall use reasonable efforts to ensure that funding streams are delineated within **LPA's** accounting system. See 2 CFR 200.302.

III. AUDIT AND RECORD RETENTION

- 3.1 **Single Audits:** The **LPA** shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200.

If, during its fiscal year, **LPA** expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), **LPA** must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. A copy of the audit report must be submitted to the **STATE** (IDOT's Financial Review & Investigations Section, Room 126, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the **LPA's** fiscal year.

Assistance Listing number (formally known as the Catalog of Federal Domestic Assistance (CFDA) number) for all highway planning and construction activities is **20.205**.

Federal funds utilized for construction activities on projects let and awarded by the **STATE** (federal amounts shown as "Participating Construction" on Schedule 2) are not included in a **LPA's** calculation of federal funds expended by the **LPA** for Single Audit purposes.

- 3.2 **STATE Audits:** The **STATE** may, at its sole discretion and at its own expense, perform a final audit of the Project (30 ILCS 5, the Illinois State Auditing Act). Such audit may be used for settlement of the Project expenses and for Project closeout purposes. The **LPA** agrees to implement any audit findings contained in the **STATE's** authorized inspection or review, final audit, the **STATE's** independent audit, or as a result of any duly authorized inspection or review.
- 3.3 **Record Retention.** The **LPA** shall maintain for three (3) years from the date of final project closeout by the **STATE**, adequate books, records, and supporting documents to verify the amounts, recipient, and uses of all disbursements of funds passing in conjunction with this contract. adequate to comply with 2 CFR 200.334. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.
- 3.4 **Accessibility of Records.** The **LPA** shall permit, and shall require its contractors and auditors to permit, the **STATE**, and any authorized agent of the **STATE**, to inspect all work, materials, payrolls, audit working papers, and other data and records pertaining to the Project; and to audit the books, records, and accounts of the **LPA** with regard to the Project. The **LPA** in compliance with 2 CFR 200.337 shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized **STATE** representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the **STATE's** Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by the **STATE** (including auditors), by the state of Illinois or by federal statute. The **LPA** shall cooperate fully in any such audit or inquiry.
- 3.5 **Failure to maintain the books and records.** Failure to maintain the books, records and supporting documents required by this section shall establish presumption in favor of the **STATE** for recovery of any funds paid by the **STATE** under the terms of this contract.

IV. LPA FISCAL RESPONSIBILITIES

- 4.1 To provide all initial funding and payment for construction engineering, utility, and railroad work
- 4.2 **LPA Appropriation Requirement.** By execution of this Agreement the **LPA** attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the **LPA** share of project costs. A copy of the authorizing resolution or ordinance is attached as Schedule 5.
- 4.3 **Reimbursement Requests:** For reimbursement requests the **LPA** will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.
- 4.4 **Financial Integrity Review and Evaluation (FIRE) program:** **LPA's** and the **STATE** must justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months. To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the **STATE** within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.
- 4.5 **Final Invoice:** The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, whichever occurs first. If a final invoice is not received within this time frame, the most recent invoice

Exhibit "A"

Local Public Agency	Section Number	State Job Number	Project Number
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may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice for engineering projects.

- 4.6 Project Closeout: The **LPA** shall provide the final report to the appropriate **STATE** district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
- 4.7 Project End Date: The period of performance (end date) for state and federal obligation purposes is five (5) years for projects under \$1,000,000 or seven (7) years for projects over \$1,000,000 from the execution date of the agreement. Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.

V. THE LPA AGREES

- 5.1 To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, the **STATE**, and the **FHWA** if required.
- 5.2 To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.
- 5.3 To provide on-site engineering supervision and inspection during construction of the proposed improvement.
- 5.4 To retain jurisdiction of the completed improvement unless specified otherwise by schedule (schedule should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional schedule is required.
- 5.5 To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by schedule) in a manner satisfactory to the **STATE** and the **FHWA**.
- 5.6 To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- 5.7 To regulate parking and traffic in accordance with the approved project report.
- 5.8 To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
- 5.9 To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.
- 5.10 For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The **LPA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.). In the absence of a USDOT - approved **LPA** DBE Program or on **STATE** awarded contracts, this agreement shall be administered under the provisions of the **STATE'S** USDOT approved Disadvantaged Business Enterprise Program.
- 5.12 That execution of this agreement constitutes the **LPA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.

VI. THE STATE AGREES

- 6.1 To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the **LPA's** certification of compliance with Title II and III Requirements.
- 6.2 To receive bids for construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement after receipt of a satisfactory bid.
- 6.3 To provide all initial funding and payments to the contractor for construction work let by the **STATE**. The **LPA** will be invoiced for their share of contract costs per the method of payment selected under Method of Financing based on the Division of Costs shown on Schedule 2.

Exhibit "A"

Local Public Agency	Section Number	State Job Number	Project Number
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- 6.4 For agreements with federal and/or state funds in local let/day labor construction, construction engineering, utility work and/or railroad work:
- To reimburse the **LPA** for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the **LPA**;
 - To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the **STATE**.

SCHEDULES

Additional information and/or stipulations are hereby attached and identified below as being a part of this agreement.

<input checked="" type="checkbox"/>	1.	Division of Cost
<input checked="" type="checkbox"/>	2.	Location Map
<input checked="" type="checkbox"/>	3.	Risk Assessment
<input checked="" type="checkbox"/>	4.	Attestations
<input checked="" type="checkbox"/>	5.	Resolution*
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		

*Appropriation and signature authority resolution must be in effect on, or prior to, the execution date of the agreement.

Exhibit "A"

Local Public Agency

Section Number

State Job Number

Project Number

Village of Morton Grove

21-00111-00-RS

C9117025

NHQ0(472)

AGREEMENT SIGNATURES EXECUTION

The LPA agrees to accept and comply with the applicable provision set forth in this agreement including attached schedules.

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

Daniel P. DiMaria

Title of Official

Village President

Signature

Date

The above signature certifies the agency's TIN number is

366006007 conducting business as a Governmental Entity.

DUNS Number 074439365

UEI HP2KWJX3NG41

APPROVED

State of Illinois
Department of Transportation

Omer Osman, P.E., Secretary of Transportation

Date

By:

George A. Tapas, P.E., S.E., Engineer of Local Roads & Streets

Date

Stephen M. Travia, P.E., Director of Highways PI/Chief Engineer

Date

Michael Prater, Chief Counsel

Date

Vicki Wilson, Chief Fiscal Officer

Date

NOTE: A resolution authorizing the local official (or their delegate) to execute this agreement and appropriation of local funds is required and attached as Schedule 5. The resolution must be approved prior to, or concurrently with, the execution of this agreement. If BLR 09110 or BLR 09120 are used to appropriate local matching funds, attach these forms to the signature authorization resolution.

☐ Please check this box to open a fillable Resolution form within this form.

Exhibit "A"

SCHEDULE NUMBER 1

Local Public Agency	County	Section Number	State Job Number	Project Number
Village of Morton Grove	Cook	21-00111-00-RS	C-91-170-25	NHQ0(472)

DIVISION OF COST

Type of Work	Federal Funds			State Funds			Local Public Agency			Totals
	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%	
Participating Construction	STU	\$1,525,068.64	*				Local	\$381,267.16	BAL	\$1,906,335.80
Construction Engineering	STU	\$230,455.90	*				Local	\$57,613.97	BAL	\$288,069.87
Non-Participating Construction							Local	\$14,130.00	100%	\$14,130.00
Total		\$1,755,524.54		Total			Total		\$453,011.13	\$2,208,535.67

If funding is not a percentage of the total place an asterisk (*) in the space provided for the percentage and explain below:

*Maximum FHWA (STU) participation 80%, NTE \$1,755,524.54 (Construction Engineering portion 80%, NTE \$230,455.90)

~Non-Participating Construction include but not limited to special waste disposal, etc.

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final **LPA** share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

METHOD OF FINANCING - (State-Let Contract Work Only)

Check One

☐ METHOD A - Lump Sum (80% of LPA Obligation _____)

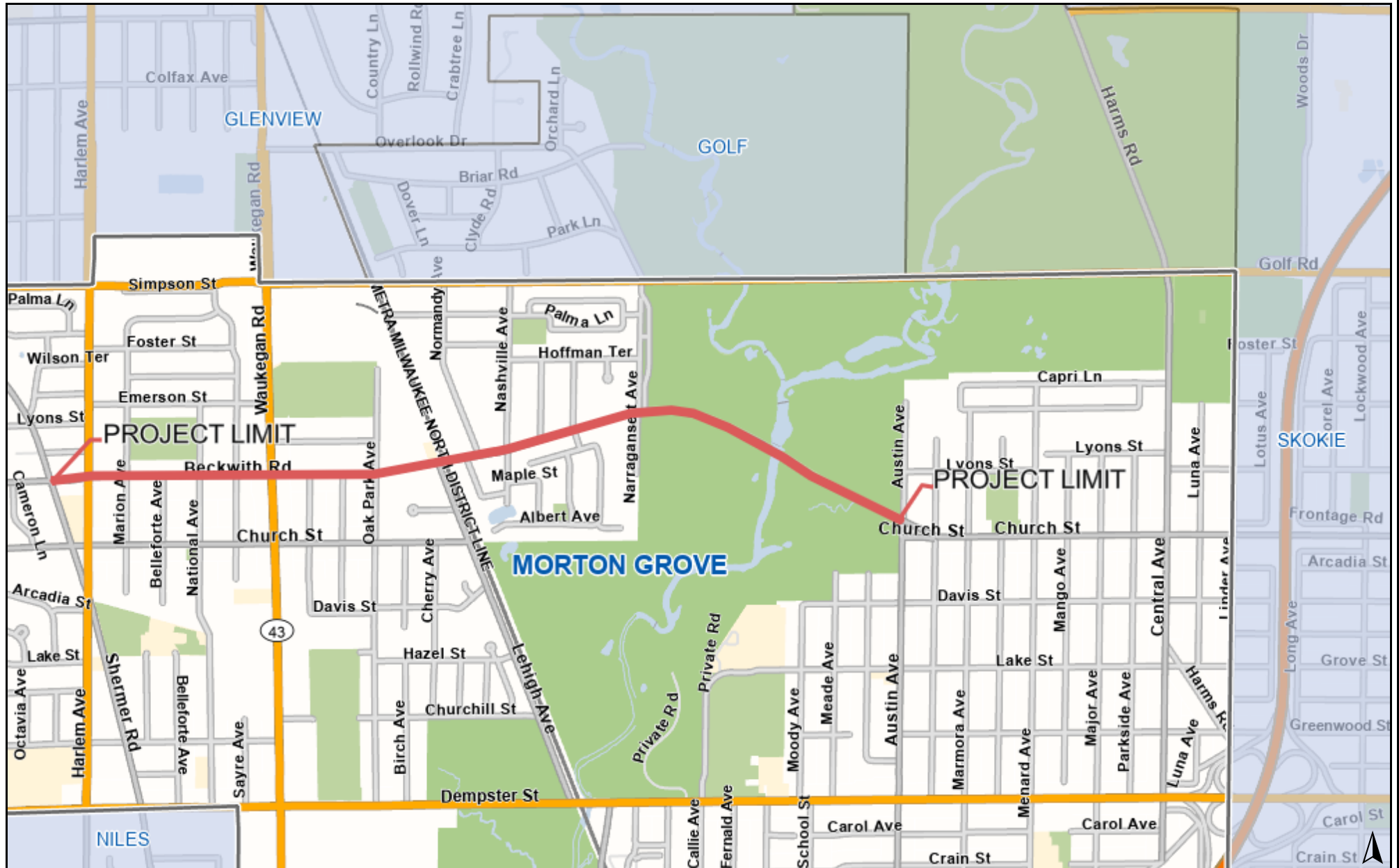
Lump Sum Payment - Upon award of the contract for this improvement, the **LPA** will pay the **STATE** within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the **LPA's** estimated obligation incurred under this agreement. The **LPA** will pay to the **STATE** the remainder of the **LPA's** obligation (including any nonparticipating costs) in a lump sum within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.

☐ METHOD B - _____ Monthly Payments of _____ due by the _____ of each successive month.

Monthly Payments - Upon award of the contract for this improvement, the **LPA** will pay to the **STATE** a specified amount each month for an estimated period of months, or until 80% of the **LPA's** estimated obligation under the provisions of the agreement has been paid. The **LPA** will pay to the **STATE** the remainder of the **LPA's** obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

☒ METHOD C - **LPA's** Share _____ Balance _____ divided by estimated total cost multiplied by actual progress payment.

Progress Payments - Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of receipt, an amount equal to the **LPA's** share of the construction cost divided by the estimated total cost multiplied by the actual payment (appropriately adjust for nonparticipating costs) made to the contractor until the entire obligation incurred under this agreement has been paid.



0 2000 4000
ft

Print Date: 12/11/2024

Notes

Disclaimer: The GIS Consortium and MGP Inc. are not liable for any use, misuse, modification or disclosure of any map provided under applicable law. This map is for general information purposes only. Although the information is believed to be generally accurate, errors may exist and the user should independently confirm for accuracy. The map does not constitute a regulatory determination and is not a base for engineering design. A Registered Land Surveyor should be consulted to determine precise location boundaries on the ground.

Exhibit "A"

SCHEDULE NUMBER 3

Local Public Agency	Section Number	County	State Job Number	Project Number
Village of Morton Grove	21-00111-00-RS	Cook		

LRS Federal Funds RISK ASSESSMENT

Risk Factor	Description	Definition of Scale (time frames are based on LPA fiscal year)	Points
General History of Performance	Have there been any changes in key organizational staff or leadership, such as Fiscal and Administrative Management, Transportation Related Program/Project Management, and/or Elected Officials?	0 points - no significant changes in the last 4 or more years; 1 point - minor changes, but majority of key staff and officials have not changed in the last 4 years; 2 points - significant key staff or elected leadership changes within the last 3 years; 3 points - significant key staff and elected leadership changes within the last 3 years	1
	What is the LPA's history with federal-aid funded transportation projects?	0 points - One or more federal-aid funded transportation projects initiated per year; 1 point - At least one project initiated within the past three years; 2 points - AT least one project initiated within the past 5 years; 3 points - None or more than 5 years	1
	Does LPA have qualified technical staff with experience managing federal-aid funded transportations through IDOT?	0 points - Full-time employee with experience designated as being in "responsible charge"; 1 point - LPA has qualified technical staff, but will be utilizing an engineering consultant to manage day-to-day with LPA technical staff oversight; 2 points - LPA has no technical staff and all technical work will be completed by consultant, but LPA staff has prior experience with federal-aid projects; 3 points - LPA staff have no prior experience or technical expertise and relying solely on consultant	1
	Has the LPA been untimely in submitting invoicing, reporting on federal-aid projects as required in 2 CFR 200, and or audits as required?	0 points - No; 1 point - Delays of 6 or more months; 2 points - Delays of up to 1 year; 3 points - 1 year or more years of delay	1
Financial Controls	Are the annual financial statements prepared in accordance with Generally Accepted Accounting Principles or on a basis acceptable by the regulatory agency?	0 points - yes; 3 points - no	0
	What is the LPA's accounting system?	0 points - Automated accounting software; 1 point - Spreadsheets; 2 points - paper only; 3 points - none	0
	Does the organization have written policies and procedures regarding proper segregation of duties for fiscal activities that include but are not limited to: a) authorization of transactions; b) recordkeeping for receipts and payments; and c) cash management?	0 points - yes; 3 points - no	0
Audits	When was the last time a financial statement audit was conducted?	0 points - in the past year; 1 point - in the past two years; 2 points - in the past three years; 3 points - 4 years or more, or never	0
	What type of financial statement audit has the organization had conducted?	0 points - Single Audit/Program Specific Audit in accordance with 2 CFR 200.501 or Financial audit conducted in accordance with Generally Accepted Auditing Standards or Generally Accepted Government Auditing Standards; 1 point - Financial review?; 2 points Other type? or no audit required; 3 points - none	0
	Did the most recent audit disclose findings considered to be significant deficiencies or material weaknesses?	0 points - no; 3 points - yes, or no audits required	0
	Have the findings been resolved?	0 points - yes or no findings; 1 point - in progress; 3 points - no	0

Summary of Risk	
General History of Performance	4
Financial Controls	0
Audits	0
Total	4

District Review Signature & Date

Fely Gregorio

Digitally signed by Fely Gregorio
Date: 2025.03.10 09:54:32
-05'00'

Central Office Review Signature & Date

Teresa Cline

Digitally signed by Teresa Cline
Date: 2025.03.19 10:10:26
-05'00'

Additional Requirements? ☐ Yes ☒ No

Exhibit "A"

Local Public Agency

Section Number

State Job Number

Project Number

Village of Morton Grove

21-00111-00-RS

C9117025

NHQ0(472)

SCHEDULE NUMBER 4 Attestation on Single Audit Compliance

1. In the prior fiscal year, did Village of Morton Grove LPA expend more than \$750,000 in federal funds in aggregate from all federal sources?

☐ Yes ☐ No

2. Does the Village of Morton Grove LPA anticipate expending more than \$750,000 in federal funds in aggregate from all federal sources in the current Village of Morton Grove LPA fiscal year?

☐ Yes ☐ No

If answers to question 1 and 2 are no, please proceed to the signature section.

If answer to question 1 is yes, please answer question 3a.

If answer to question 2 is yes, please answer question 3b.

3. A single audit must be conducted in accordance with Subpart F of 2 CFR 200 if \$750,000 or more in federal funds are expended in a single fiscal year.

a. Has the Village of Morton Grove LPA performed a single audit for their previous fiscal year?

☐ Yes ☐ No

i. If yes, has the audit be filed with the Illinois Office of the Comptroller in accordance with 50 ILCS 310 (*see also 55 ILCS 5 & 65 ILCS 5 & 60 ILCS 1/80*)?

☐ Yes ☐ No

b. For the current fiscal year, does the Village of Morton Grove LPA intend to comply with Subpart F of 2 CFR 200?

☐ Yes ☐ No

By completing this attestation, I certify that I have authority to sign this attestation on behalf of the LPA; and that the foregoing information is correct and complete to the best of my knowledge and belief.

Name

Title

LPA

Hanna Sullivan

Finance Director

Village of Morton Grove

Signature & Date

Hanna Sullivan

Digitally signed by Hanna
Sullivan
Date: 2025.03.06 16:29:31
-06'00'

Legislative Summary

Resolution 25-41

AUTHORIZING AN AGREEMENT WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION FOR CENTRAL AVENUE RESURFACING (MFT SECTION 24-00113-00-RS)

Introduction:	May 13, 2025
Purpose:	To authorize the Village President to execute an agreement with the Illinois Department of Transportation (IDOT) and the Village Administrator to request additional federal funding for upcoming construction improvements on Central Avenue.
Background:	<p>The Village was awarded federal funding by the North Shore Council of Mayors for what was intended to be approximately eighty percent (80%) of the construction and engineering cost to resurface Central Avenue from Dempster Street to Golf Road, but not to exceed \$1,224,000. The federal funding requires the Village to pay for the balance, approximately twenty percent (20%). However, the federal share of the estimated total cost exceeds \$1,224,000, resulting in the excess cost being the Village's responsibility and increasing the cost share to approximately thirty-five percent (35%).</p> <p>Staff anticipates a high likelihood of receiving approval for additional federal funding from the North Shore Council of Mayors to reduce the Village's share of the cost to approximately twenty percent (20%). Although there is the risk of not receiving additional federal funding, staff recommends that there is significant value to the Village to move forward with the project, even with the limited federal funding.</p> <p>Federal funds require a joint funding agreement with IDOT. This resolution will authorize the required joint funding agreement for this project, which has an estimated total cost of \$1,890,776.00, with \$1,224,000.00 of Federal Funding and \$666,776.00 of Local (Village) Funding.</p> <p>Resolution 25-22, approved April 8, 2025, appropriated Motor Fuel Tax (MFT) funds for the Village's share for this work. Resolution 25-31, approved April 22, 2025, authorized an agreement with Primera Engineers, Ltd. for construction engineering services for construction improvements on Central Avenue. IDOT will open bids for construction services for this contract on June 13, 2025.</p>
Departs Affected	Department of Public Works
Fiscal Impact:	\$666,776.00
Source of Funds:	2025 Adopted Budget Motor Fuel Tax Fund Account Numbers 03-50-60-55-2290 and 03-50-60-57-3300 and Capital Projects Fund Account Number 30-50-60-55-3300.
Workload Impact:	The Department of Public Works will manage and implement the project as part of its regular work activities.
Administrator Recommendation	Approval as presented
Second Reading:	Not Required
Special Requirements:	None

Submitted by: Charles L. Meyer, Village Administrator
Reviewed by: Hanna Sullivan, Director of Finance
Reviewed by: Teresa Hoffman Liston, Corporation Counsel
Reviewed by: Mike Lukich, Director of Public Works
Prepared by: Chris Tomich, Village Engineer

RESOLUTION 25-41

AUTHORIZING AN AGREEMENT WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION FOR CENTRAL AVENUE RESURFACING (MFT SECTION 24-00113-00-RS)

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

WHEREAS, the Village has developed a project to resurface Central Avenue from Dempster Street to Golf Road; and

WHEREAS, Central Avenue is a federal aid route eligible for federal funding; and

WHEREAS, the Village was awarded up to \$1,224,000.00 of federal funding by the North Shore Council of Mayors in September 2024 for what was intended to be approximately eighty percent (80%) of the construction and construction engineering cost to resurface this segment; and

WHEREAS, the federal funding requires the Village to pay for the balance, approximately twenty percent (20%); and

WHEREAS, however, the federal share of the estimated total cost exceeds \$1,224,000; and

WHEREAS, the cost in excess of \$1,224,000 is the responsibility of the Village to pay, which increases the Village's cost share to approximately thirty-five percent (35%); and

WHEREAS, staff believes there is a high likelihood of getting approval for additional federal funding from the North Shore Council of Mayors to reduce the Village's share of the cost to approximately twenty percent (20%); and

WHEREAS, the request for additional federal funding cannot be considered by the North Shore Council of Mayors until after June 2025 due to administrative rules related to this particular federal funding program; and

WHEREAS, in light of the risk of not receiving additional federal funding, staff also believes there is significant value to the Village to move forward with the project with the limited federal funding; and

WHEREAS, Resolution 25-22, approved April 8, 2025, appropriated \$600,000.00 in Motor Fuel Tax (MFT) funds for the Village's share for this work; and

WHEREAS, Resolution 25-31, approved April 22, 2025, authorized an agreement with Primera Engineers, Ltd. for construction engineering services for construction improvements on Central Avenue; and

WHEREAS, the use of federal funds requires a joint funding agreement with the State of Illinois acting through its Department of Transportation (IDOT) to identify the administrative and financial responsibilities of the Village and IDOT related to the construction and construction engineering of the improvements; and

WHEREAS, the joint funding agreement is included in Exhibit “A”; and

WHEREAS, the improvement requires matching funds, with an estimated total project cost of \$1,890,776.00, with \$1,224,000.00 of Federal Funding and \$666,776.00 of Local (Village) Funding.

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 appropriate \$666,776.00, Six Hundred Sixty-Six Thousand and 00/100 Dollars, and agree to pass a supplemental resolution if necessary to appropriate additional funds for the project's completion.

SECTION 3: The Village President is hereby authorized to execute an agreement with IDOT for the above-mentioned project.

SECTION 4: The Village Administrator or his designee is hereby authorized and directed to request additional federal funding from the North Shore Council of Mayors in an amount, determined at the time of request, to provide eighty percent (80%) of the costs eligible for federal funding.

SECTION 5: The Village Administrator or his designee is hereby authorized to make any revisions or corrections to the executed agreement included in Exhibit “A” as may become necessary if deemed in the Village’s best interest.

SECTION 6: This Resolution will become Schedule 5 of the agreement.

SECTION 7: The Village Clerk of Morton Grove is directed to transmit five (5) original signed and sealed agreements and a Resolution to IDOT District One Bureau of Local Avenues and Streets.

Passed this 13th day of May 2025

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

Approved by me this 13th day of May 2025

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

Attested and Filed in my office this
14th day of May 2025

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



LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number
Village of Morton Grove	Cook	24-00113-00-RS

Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
STU	N/A	CMAP	02-25-0007

Construction

State Job Number	Project Number
C-91-146-25	83E5(067)

☐ Local Let/Day Labor ☒ Construction on State Letting ☒ Construction Engineering ☐ Utilities ☐ Railroad Work

LOCATION

Local Street/Road Name	Key Route	Length	Stationing From	To
Central Avenue	FAU 2794	1.00 mile	01.73	02.73

Location Termini
Golf Road to Dempster Street

Current Jurisdiction	Existing Structure Number(s)	
LPA	NA	<button>Remove</button>

PROJECT DESCRIPTION

The work consists of furnishing all labor, materials, equipment, and other incidentals necessary for the completion of pavement removal, hot-mix asphalt surface removal, combination curb and gutter removal and replacement, sidewalk removal, subbase granular material, polymerized hot-mix asphalt binder, hot-mix asphalt surface course, hot-mix asphalt driveways, Portland cement concrete sidewalk, detectable warnings, class D patches, pavement markings, and other incidental and miscellaneous items of work.

Exhibit "A"

Local Public Agency	Section Number	State Job Number	Project Number
Village of Morton Grove	24-00113-00-RS	C9114625	83E5(067)

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "**LPA**" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as the "**STATE**". The **STATE** and **LPA** jointly proposes to improve the designated location as described in the Location and Project Description sections of this agreement. The improvement shall be constructed in accordance with plans prepared by, or on behalf of the **LPA** and approved by the **STATE** using the **STATE's** policies and procedures approved and/or required by the Federal Highway Administration, hereby referred to as "**FHWA**".

I. GENERAL

- 1.1 Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. The **STATE** may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the **LPA** by the **STATE** or the federal funding source, (ii) the Governor or **STATE** reserves funds, or (iii) the Governor or **STATE** determines that funds will not or may not be available for payment. The **STATE** shall provide notice, in writing, to **LPA** 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.
- 1.2 Domestic Steel Requirement. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Build America-Buy America provisions.
- 1.3 Federal Authorization. That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.
- 1.4 Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.
- 1.5 Termination. This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the **STATE**, the **STATE** must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If the **STATE** determines in the case of a partial termination that the reduced or modified portion of the funding award will not accomplish the purposes for which the funding award was made, the **STATE** may terminate the Agreement in its entirety.

This Agreement may be terminated, in whole or in part, by the **STATE** without advance notice:

- a. Pursuant to a funding failure as provided under Article 1.1.
- b. If **LPA** fails to comply with the terms and conditions of this funding award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any award.

II. REQUIRED CERTIFICATIONS

By execution of this Agreement and the **LPA's** obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules and any and all license requirements or professional certification provisions.

- 2.1 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200). The **LPA** certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference.
- 2.2 Compliance with Registration Requirements. **LPA** certifies that it: (i) is registered with the federal SAM system; (ii) is in good standing with the Illinois Secretary of State, if applicable; (iii) have a valid DUNS Number; (iv) have a valid UEI, if applicable. It is **LPA's** responsibility to remain current with these registrations and requirements.
- 2.3 Bribery. The **LPA** certifies to the best of its knowledge that its officials have not been convicted of bribery or attempting to bribe an officer or employee of the state of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).
- 2.4 Bid Rigging. **LPA** certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).
- 2.5 Debt to State. **LPA** certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because the **LPA**, or its affiliate(s), is/are delinquent in the payment of any debt to the **STATE**, unless the **LPA**, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and **STATE** acknowledges the **LPA** may declare the Agreement void if the certification is false (30 ILCS 500/50-11).
- 2.6 Debarment. The **LPA** certifies to the best of its knowledge and belief that its officials:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or

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commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;

c. are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and

d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.

- 2.7 Construction of Fixed Works. The **LPA** certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, the **LPA** shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.
- 2.8 Criminal Convictions. The **LPA** certifies that neither it nor any managerial agent of **LPA** has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. The **LPA** further certifies that it is not barred from receiving an funding award under 30 ILCS 500/50-10.5 and acknowledges that **STATE** shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).
- 2.9 Improper Influence. The **LPA** certifies that no funds have been paid or will be paid by or on behalf of the **LPA** to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, the **LPA** certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.
- 2.10 Telecom Prohibition. The **LPA** certifies that it will comply with Section 889 of the FY 2019 National Defense Authorization Act (NDAA) that prohibits the use of telecommunications or video surveillance equipment or services produced or provided by the following companies: Dahua Technology Company, Hangzhou Hikvision Digital Technology Company, Huawei Technologies Company, Hytera Communications Corporation, and ZTE Corporation. Covered equipment and services cannot be used as substantial or essential component or any system, or as critical technology as part of any system.
- 2.11 Personal Conflict of Interest - (50 ILCS 105/3, 65 ILCS 5/3.1-55-10, 65 ILCS 5/4-8-6) The **LPA** certifies that it shall maintain a written code or standard of conduct which shall govern the performance of its employees, officers, board members, or agents engaged in the award and administration of contracts supported by state or federal funds. Such code shall provide that no employee, officer, board member or agent of the **LPA** may participate in the selection, award, or administration of a contract supported by state or federal funds if a conflict of interest, real or apparent would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:
- the employee, officer, board member, or agent;
 - any member of his or her immediate family;
 - his or her partner; or
 - an organization which employs, or is about to employ, any of the above.

The conflict of interest restriction for former employees, officers, board members and agents shall apply for one year.

The code shall also provide that **LPA's** employees, officers, board members, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The **STATE** may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the **LPA** relating to such contract, subcontract, or arrangement. The code shall also prohibit the officers, employees, board members, or agents of the **LPA** from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

- 2.12 Organizational Conflict of Interest - The **LPA** certifies that it will also prevent any real or apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third party contractor or **LPA** or impair the objectivity in performing the contract work.
- 2.13 Accounting System. The **LPA** certifies that it has an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state and federally funded program. Accounting records must contain information

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pertaining to state and federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. To comply with 2 CFR 200.305(b)(7)(i), the **LPA** shall use reasonable efforts to ensure that funding streams are delineated within **LPA's** accounting system. See 2 CFR 200.302.

III. AUDIT AND RECORD RETENTION

- 3.1 **Single Audits:** The **LPA** shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200.

If, during its fiscal year, **LPA** expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), **LPA** must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. A copy of the audit report must be submitted to the **STATE** (IDOT's Financial Review & Investigations Section, Room 126, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the **LPA's** fiscal year.

Assistance Listing number (formally known as the Catalog of Federal Domestic Assistance (CFDA) number) for all highway planning and construction activities is **20.205**.

Federal funds utilized for construction activities on projects let and awarded by the **STATE** (federal amounts shown as "Participating Construction" on Schedule 2) are not included in a **LPA's** calculation of federal funds expended by the **LPA** for Single Audit purposes.

- 3.2 **STATE Audits:** The **STATE** may, at its sole discretion and at its own expense, perform a final audit of the Project (30 ILCS 5, the Illinois State Auditing Act). Such audit may be used for settlement of the Project expenses and for Project closeout purposes. The **LPA** agrees to implement any audit findings contained in the **STATE's** authorized inspection or review, final audit, the **STATE's** independent audit, or as a result of any duly authorized inspection or review.
- 3.3 **Record Retention.** The **LPA** shall maintain for three (3) years from the date of final project closeout by the **STATE**, adequate books, records, and supporting documents to verify the amounts, recipient, and uses of all disbursements of funds passing in conjunction with this contract. adequate to comply with 2 CFR 200.334. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.
- 3.4 **Accessibility of Records.** The **LPA** shall permit, and shall require its contractors and auditors to permit, the **STATE**, and any authorized agent of the **STATE**, to inspect all work, materials, payrolls, audit working papers, and other data and records pertaining to the Project; and to audit the books, records, and accounts of the **LPA** with regard to the Project. The **LPA** in compliance with 2 CFR 200.337 shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized **STATE** representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the **STATE's** Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by the **STATE** (including auditors), by the state of Illinois or by federal statute. The **LPA** shall cooperate fully in any such audit or inquiry.
- 3.5 **Failure to maintain the books and records.** Failure to maintain the books, records and supporting documents required by this section shall establish presumption in favor of the **STATE** for recovery of any funds paid by the **STATE** under the terms of this contract.

IV. LPA FISCAL RESPONSIBILITIES

- 4.1 To provide all initial funding and payment for construction engineering, utility, and railroad work
- 4.2 **LPA Appropriation Requirement.** By execution of this Agreement the **LPA** attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the **LPA** share of project costs. A copy of the authorizing resolution or ordinance is attached as Schedule 5.
- 4.3 **Reimbursement Requests:** For reimbursement requests the **LPA** will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.
- 4.4 **Financial Integrity Review and Evaluation (FIRE) program:** **LPA's** and the **STATE** must justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months. To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the **STATE** within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.
- 4.5 **Final Invoice:** The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, whichever occurs first. If a final invoice is not received within this time frame, the most recent invoice

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may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice for engineering projects.

- 4.6 Project Closeout: The **LPA** shall provide the final report to the appropriate **STATE** district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
- 4.7 Project End Date: The period of performance (end date) for state and federal obligation purposes is five (5) years for projects under \$1,000,000 or seven (7) years for projects over \$1,000,000 from the execution date of the agreement. Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.

V. THE LPA AGREES

- 5.1 To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, the **STATE**, and the **FHWA** if required.
- 5.2 To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.
- 5.3 To provide on-site engineering supervision and inspection during construction of the proposed improvement.
- 5.4 To retain jurisdiction of the completed improvement unless specified otherwise by schedule (schedule should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional schedule is required.
- 5.5 To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by schedule) in a manner satisfactory to the **STATE** and the **FHWA**.
- 5.6 To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- 5.7 To regulate parking and traffic in accordance with the approved project report.
- 5.8 To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
- 5.9 To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.
- 5.10 For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The **LPA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S. C 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.). In the absence of a USDOT - approved **LPA** DBE Program or on **STATE** awarded contracts, this agreement shall be administered under the provisions of the **STATE'S** USDOT approved Disadvantaged Business Enterprise Program.
- 5.12 That execution of this agreement constitutes the **LPA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.

VI. THE STATE AGREES

- 6.1 To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the **LPA's** certification of compliance with Title II and III Requirements.
- 6.2 To receive bids for construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement after receipt of a satisfactory bid.
- 6.3 To provide all initial funding and payments to the contractor for construction work let by the **STATE**. The **LPA** will be invoiced for their share of contract costs per the method of payment selected under Method of Financing based on the Division of Costs shown on Schedule 2.

Exhibit "A"

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- 6.4 For agreements with federal and/or state funds in local let/day labor construction, construction engineering, utility work and/or railroad work:
- a. To reimburse the **LPA** for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the **LPA**;
 - b. To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the **STATE**.

SCHEDULES

Additional information and/or stipulations are hereby attached and identified below as being a part of this agreement.

<input checked="" type="checkbox"/>	1.	Division of Cost
<input checked="" type="checkbox"/>	2.	Location Map
<input checked="" type="checkbox"/>	3.	Risk Assessment
<input checked="" type="checkbox"/>	4.	Attestations
<input checked="" type="checkbox"/>	5.	Resolution*
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		

*Appropriation and signature authority resolution must be in effect on, or prior to, the execution date of the agreement.

Exhibit "A"

Local Public Agency

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AGREEMENT SIGNATURES EXECUTION

The LPA agrees to accept and comply with the applicable provision set forth in this agreement including attached schedules.

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

Daniel P. DiMaria

Title of Official

Village President

Signature

Date

The above signature certifies the agency's TIN number is

366006007 conducting business as a Governmental Entity.

DUNS Number 074439365

UEI HP2KWJX3NG41

APPROVED

State of Illinois

Department of Transportation

Omer Osman, P.E., Secretary of Transportation

Date

By:

George A. Tapas, P.E., S.E., Engineer of Local Roads & Streets

Date

Stephen M. Travia, P.E., Director of Highways PI/Chief Engineer

Date

Michael Prater, Chief Counsel

Date

Vicki Wilson, Chief Fiscal Officer

Date

NOTE: A resolution authorizing the local official (or their delegate) to execute this agreement and appropriation of local funds is required and attached as Schedule 5. The resolution must be approved prior to, or concurrently with, the execution of this agreement. If BLR 09110 or BLR 09120 are used to appropriate local matching funds, attach these forms to the signature authorization resolution.

☐ Please check this box to open a fillable Resolution form within this form.

Exhibit "A"

SCHEDULE NUMBER 1

Local Public Agency	County	Section Number	State Job Number	Project Number
Village of Morton Grove	Cook	24-00113-00-RS	C-91-146-25	83E5(067)

DIVISION OF COST

Type of Work	Federal Funds			State Funds			Local Public Agency			Totals
	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%	
Participating Construction	STU	\$1,112,000.00	*				Local	\$278,000.00	BAL	\$1,390,000.00
Construction Engineering	STU	\$112,000.00	*				Local	\$134,623.00	BAL	\$246,623.00
Non-Participating Construction								\$254,153.00	100%	\$254,153.00
Total		\$1,224,000.00		Total			Total		\$666,776.00	\$1,890,776.00

If funding is not a percentage of the total place an asterisk (*) in the space provided for the percentage and explain below:

*Maximum FHWA (STU) participation 80%, NTE \$1,224,000 (Construction Engineering portion 80%, NTE \$112,000)

~Non-Participating Construction include but not limited to special waste, etc.

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final **LPA** share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

METHOD OF FINANCING - (State-Let Contract Work Only)

Check One

☐ METHOD A - Lump Sum (80% of LPA Obligation _____)

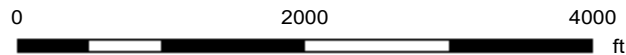
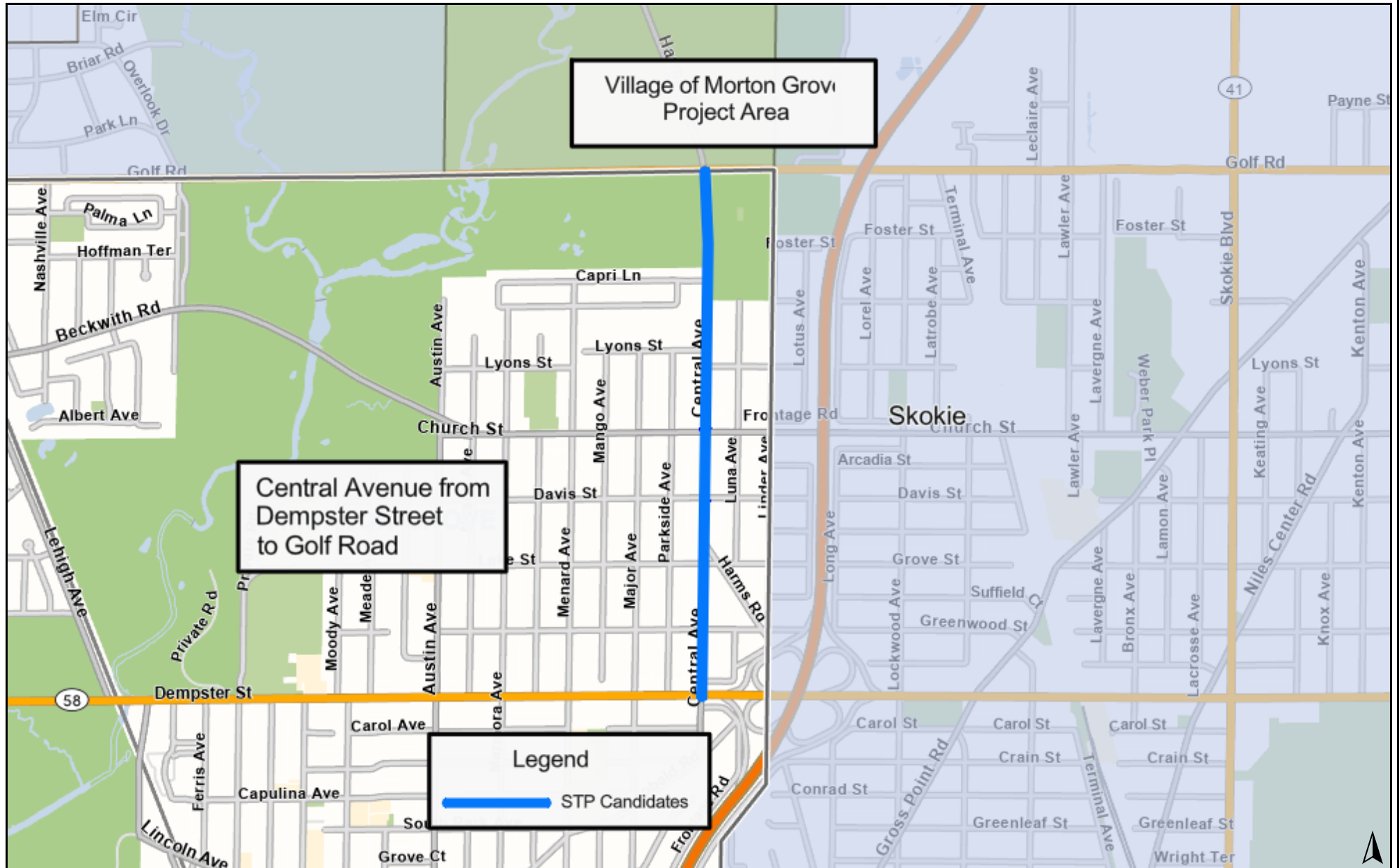
Lump Sum Payment - Upon award of the contract for this improvement, the **LPA** will pay the **STATE** within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the **LPA's** estimated obligation incurred under this agreement. The **LPA** will pay to the **STATE** the remainder of the **LPA's** obligation (including any nonparticipating costs) in a lump sum within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.

☐ METHOD B - _____ Monthly Payments of _____ due by the _____ of each successive month.

Monthly Payments - Upon award of the contract for this improvement, the **LPA** will pay to the **STATE** a specified amount each month for an estimated period of months, or until 80% of the **LPA's** estimated obligation under the provisions of the agreement has been paid. The **LPA** will pay to the **STATE** the remainder of the **LPA's** obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

☒ METHOD C - **LPA's** Share _____ Balance _____ divided by estimated total cost multiplied by actual progress payment.

Progress Payments - Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of receipt, an amount equal to the **LPA's** share of the construction cost divided by the estimated total cost multiplied by the actual payment (appropriately adjust for nonparticipating costs) made to the contractor until the entire obligation incurred under this agreement has been paid.



Print Date: 12/28/2023

Notes

Exhibit "A"

SCHEDULE NUMBER 3

Local Public Agency	Section Number	County	State Job Number	Project Number
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LRS Federal Funds RISK ASSESSMENT

Risk Factor	Description	Definition of Scale (time frames are based on LPA fiscal year)	Points
General History of Performance	Have there been any changes in key organizational staff or leadership, such as Fiscal and Administrative Management, Transportation Related Program/Project Management, and/or Elected Officials?	0 points - no significant changes in the last 4 or more years; 1 point - minor changes, but majority of key staff and officials have not changed in the last 4 years; 2 points - significant key staff or elected leadership changes within the last 3 years; 3 points - significant key staff and elected leadership changes within the last 3 years	1
	What is the LPA's history with federal-aid funded transportation projects?	0 points - One or more federal-aid funded transportation projects initiated per year; 1 point - At least one project initiated within the past three years; 2 points - AT least one project initiated within the past 5 years; 3 points - None or more than 5 years	1
	Does LPA have qualified technical staff with experience managing federal-aid funded transportations through IDOT?	0 points - Full-time employee with experience designated as being in "responsible charge"; 1 point - LPA has qualified technical staff, but will be utilizing an engineering consultant to manage day-to-day with LPA technical staff oversight; 2 points - LPA has no technical staff and all technical work will be completed by consultant, but LPA staff has prior experience with federal-aid projects; 3 points - LPA staff have no prior experience or technical expertise and relying solely on consultant	1
	Has the LPA been untimely in submitting invoicing, reporting on federal-aid projects as required in 2 CFR 200, and or audits as required?	0 points - No; 1 point - Delays of 6 or more months; 2 points - Delays of up to 1 year; 3 points - 1 year or more years of delay	1
Financial Controls	Are the annual financial statements prepared in accordance with Generally Accepted Accounting Principles or on a basis acceptable by the regulatory agency?	0 points - yes; 3 points - no	0
	What is the LPA's accounting system?	0 points - Automated accounting software; 1 point - Spreadsheets; 2 points - paper only; 3 points - none	0
	Does the organization have written policies and procedures regarding proper segregation of duties for fiscal activities that include but are not limited to: a) authorization of transactions; b) recordkeeping for receipts and payments; and c) cash management?	0 points - yes; 3 points - no	0
Audits	When was the last time a financial statement audit was conducted?	0 points - in the past year; 1 point - in the past two years; 2 points - in the past three years; 3 points - 4 years or more, or never	0
	What type of financial statement audit has the organization had conducted?	0 points - Single Audit/Program Specific Audit in accordance with 2 CFR 200.501 or Financial audit conducted in accordance with Generally Accepted Auditing Standards or Generally Accepted Government Auditing Standards; 1 point - Financial review?; 2 points Other type? or no audit required; 3 points - none	0
	Did the most recent audit disclose findings considered to be significant deficiencies or material weaknesses?	0 points - no; 3 points - yes, or no audits required	0
	Have the findings been resolved?	0 points - yes or no findings; 1 point - in progress; 3 points - no	0

Summary of Risk	
General History of Performance	4
Financial Controls	0
Audits	0
Total	4

District Review Signature & Date

Fely Gregorio

Digitally signed by Fely Gregorio
Date: 2025.03.10 08:34:35
-05'00'

Central Office Review Signature & Date

Teresa Cline

Digitally signed by Teresa Cline
Date: 2025.03.19 09:19:30
-05'00'

Additional Requirements? ☐ Yes ☒ No

Exhibit "A"

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State Job Number

Project Number

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SCHEDULE NUMBER 4 Attestation on Single Audit Compliance

1. In the prior fiscal year, did Village of Morton Grove LPA expend more than \$750,000 in federal funds in aggregate from all federal sources?

☐ Yes ☒ No

2. Does the Village of Morton Grove LPA anticipate expending more than \$750,000 in federal funds in aggregate from all federal sources in the current Village of Morton Grove LPA fiscal year?

☒ Yes ☐ No

If answers to question 1 and 2 are no, please proceed to the signature section.

If answer to question 1 is yes, please answer question 3a.

If answer to question 2 is yes, please answer question 3b.

3. A single audit must be conducted in accordance with Subpart F of 2 CFR 200 if \$750,000 or more in federal funds are expended in a single fiscal year.

a. Has the Village of Morton Grove LPA performed a single audit for their previous fiscal year?

☐ Yes ☐ No

i. If yes, has the audit be filed with the Illinois Office of the Comptroller in accordance with 50 ILCS 310 (*see also 55 ILCS 5 & 65 ILCS 5 & 60 ILCS 1/80*)?

☐ Yes ☐ No

b. For the current fiscal year, does the Village of Morton Grove LPA intend to comply with Subpart F of 2 CFR 200?

☒ Yes ☐ No

By completing this attestation, I certify that I have authority to sign this attestation on behalf of the LPA; and that the foregoing information is correct and complete to the best of my knowledge and belief.

Name

Title

LPA

Hanna Sullivan

Finance Director

Village of Morton Grove

Signature & Date

Hanna Sullivan

Digitally signed by Hanna
Sullivan
Date: 2025.03.06 16:27:22
-06'00'

Legislative Summary

Resolution 25-42

AUTHORIZING AN AGREEMENT WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION FOR GROSS POINT ROAD RESURFACING (MFT SECTION 21-00110-00-RS)

Introduction:	May 13, 2025
Purpose:	To authorize the Village President to execute an agreement with the Illinois Department of Transportation (IDOT) for upcoming federally funded construction improvements on Gross Point Road.
Background:	<p>The Village was awarded federal funding for approximately eighty percent (80%) of the construction and engineering cost to resurface Gross Point Road from Oakton Street to Main Street. The federal funding requires the Village to pay for the balance.</p> <p>The use of federal funds requires a joint funding agreement with IDOT. This resolution will authorize the required joint funding agreement for this project, which has an estimated total cost of \$1,140,947.89 with \$906,558.31 of Federal Funding and \$234,389.58 of Local (Village) Funding.</p> <p>Resolution 25-23, approved April 8, 2025, appropriated Motor Fuel Tax (MFT) funds for the Village's share for this work. Resolution 25-32, approved April 22, 2025, authorized an agreement with InNova Consulting, Inc., for construction engineering services for construction improvements on Gross Point Road. IDOT will open bids for construction services for this contract on June 13, 2025.</p>
Departs Affected	Department of Public Works
Fiscal Impact:	\$234,389.58
Source of Funds:	2025 Adopted Budget Motor Fuel Tax Fund Account Numbers 03-50-60-55-2290 and 03-50-60-57-3300.
Workload Impact:	The Department of Public Works will manage and implement the project as part of its regular work activities.
Administrator Recommendation	Approval as presented
Second Reading:	Not Required
Special Requirements:	None

Submitted by: Charles L. Meyer, Village Administrator
Reviewed by: Hanna Sullivan, Director of Finance
Reviewed by: Teresa Hoffman Liston, Corporation Counsel
Reviewed by: Mike Lukich, Director of Public Works
Prepared by: Chris Tomich, Village Engineer

RESOLUTION 25-42

AUTHORIZING AN AGREEMENT WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION FOR GROSS POINT ROAD RESURFACING (MFT SECTION 21-00110-00-RS)

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

WHEREAS, the Village has developed a project to resurface Gross Point Road from Oakton Street to Main Street; and

WHEREAS, Gross Point Road is a federal aid route eligible for federal funding; and

WHEREAS, the Village was awarded federal funding for approximately eighty percent (80%) of the construction and construction engineering cost to resurface this segment; and

WHEREAS, Resolution 25-23, approved April 8, 2025, appropriated \$365,000.00 in Motor Fuel Tax funds for the Village's share for this work; and

WHEREAS, Resolution 25-32, approved April 22, 2025, authorized an agreement with InNova Consulting, Inc., for construction engineering services for construction improvements on Gross Point Road; and

WHEREAS, the use of federal funds requires a joint funding agreement with the State of Illinois acting through its Department of Transportation (IDOT) to identify the administrative and financial responsibilities of the Village and IDOT related to the construction and construction engineering of the improvements; and

WHEREAS, the joint funding agreement is included in Exhibit "A"; and

WHEREAS, the improvement requires matching funds, with an estimated total project cost of \$1,140,947.89, with \$906,558.31 of Federal Funding and \$234,389.58 of Local (Village) Funding.

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 have appropriated \$365,000.00, Three Hundred Sixty-Five Thousand and 00/100 Dollars in Motor Fuel Tax Funds and agree to pass a supplemental resolution if necessary to appropriate additional funds for completion of the project.

SECTION 3: The Village President is hereby authorized to execute an agreement with IDOT for the above-mentioned project.

SECTION 4: The Village Administrator is hereby authorized to make any revisions or corrections to the executed agreement included in Exhibit “A” as may become necessary if deemed in the Village’s best interest.

SECTION 5: This Resolution will become Schedule 5 of the agreement.

SECTION 6: The Village Clerk of Morton Grove is directed to transmit five (5) original signed and sealed agreements and a Resolution to IDOT District One Bureau of Local Roads and Streets.

Passed this 13th day of May 2025

Trustee Khan _____

Trustee Minx _____

Trustee Shiba _____

Trustee Thill _____

Trustee Travis _____

Trustee Witko _____

Approved by me this 13th day of May 2025

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

Attested and Filed in my office this
14th day of May 2025

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



LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number
Village of Morton Grove	Cook	21-00110-00-RS

Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
STU	N/A	CMAP	02-25-0006

Construction

State Job Number	Project Number
C-91-133-25	NHVQ(365)

☐ Local Let/Day Labor ☒ Construction on State Letting ☒ Construction Engineering ☐ Utilities ☐ Railroad Work

LOCATION

Local Street/Road Name	Key Route	Length	Stationing From	To
Gross Point Road	FAU 3520	0.57 mile	05.31	05.88

Location Termini
Main Street to Oakton Street

Current Jurisdiction	Existing Structure Number(s)	
LPA	NA	<button>Remove</button>

PROJECT DESCRIPTION

The work consists of furnishing all labor, materials, equipment, and other incidentals necessary for the completion of pavement removal, hot-mix asphalt surface removal, combination curb and gutter removal and replacement, sidewalk removal, subbase granular material, polymerized hot-mix asphalt binder, hot-mix asphalt surface course, Portland cement concrete sidewalk, detectable warnings, class D patches, pavement markings, and other incidental and miscellaneous items of work.

Exhibit "A"

Local Public Agency	Section Number	State Job Number	Project Number
Village of Morton Grove	21-00110-00-RS	C9113325	NHVQ(365)

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "**LPA**" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as the "**STATE**". The **STATE** and **LPA** jointly proposes to improve the designated location as described in the Location and Project Description sections of this agreement. The improvement shall be constructed in accordance with plans prepared by, or on behalf of the **LPA** and approved by the **STATE** using the **STATE's** policies and procedures approved and/or required by the Federal Highway Administration, hereby referred to as "**FHWA**".

I. GENERAL

- 1.1 Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. The **STATE** may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the **LPA** by the **STATE** or the federal funding source, (ii) the Governor or **STATE** reserves funds, or (iii) the Governor or **STATE** determines that funds will not or may not be available for payment. The **STATE** shall provide notice, in writing, to **LPA** 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.
- 1.2 Domestic Steel Requirement. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Build America-Buy America provisions.
- 1.3 Federal Authorization. That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.
- 1.4 Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.
- 1.5 Termination. This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the **STATE**, the **STATE** must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If the **STATE** determines in the case of a partial termination that the reduced or modified portion of the funding award will not accomplish the purposes for which the funding award was made, the **STATE** may terminate the Agreement in its entirety.

This Agreement may be terminated, in whole or in part, by the **STATE** without advance notice:

- a. Pursuant to a funding failure as provided under Article 1.1.
- b. If **LPA** fails to comply with the terms and conditions of this funding award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any award.

II. REQUIRED CERTIFICATIONS

By execution of this Agreement and the **LPA's** obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules and any and all license requirements or professional certification provisions.

- 2.1 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200). The **LPA** certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference.
- 2.2 Compliance with Registration Requirements. **LPA** certifies that it: (i) is registered with the federal SAM system; (ii) is in good standing with the Illinois Secretary of State, if applicable; (iii) have a valid DUNS Number; (iv) have a valid UEI, if applicable. It is **LPA's** responsibility to remain current with these registrations and requirements.
- 2.3 Bribery. The **LPA** certifies to the best of its knowledge that its officials have not been convicted of bribery or attempting to bribe an officer or employee of the state of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).
- 2.4 Bid Rigging. **LPA** certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).
- 2.5 Debt to State. **LPA** certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because the **LPA**, or its affiliate(s), is/are delinquent in the payment of any debt to the **STATE**, unless the **LPA**, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and **STATE** acknowledges the **LPA** may declare the Agreement void if the certification is false (30 ILCS 500/50-11).
- 2.6 Debarment. The **LPA** certifies to the best of its knowledge and belief that its officials:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or

Exhibit "A"

Local Public Agency	Section Number	State Job Number	Project Number
Village of Morton Grove	21-00110-00-RS	C9113325	NHVQ(365)

commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;

c. are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and

d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.

- 2.7 Construction of Fixed Works. The **LPA** certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, the **LPA** shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.
- 2.8 Criminal Convictions. The **LPA** certifies that neither it nor any managerial agent of **LPA** has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. The **LPA** further certifies that it is not barred from receiving an funding award under 30 ILCS 500/50-10.5 and acknowledges that **STATE** shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).
- 2.9 Improper Influence. The **LPA** certifies that no funds have been paid or will be paid by or on behalf of the **LPA** to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, the **LPA** certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.
- 2.10 Telecom Prohibition. The **LPA** certifies that it will comply with Section 889 of the FY 2019 National Defense Authorization Act (NDAA) that prohibits the use of telecommunications or video surveillance equipment or services produced or provided by the following companies: Dahua Technology Company, Hangzhou Hikvision Digital Technology Company, Huawei Technologies Company, Hytera Communications Corporation, and ZTE Corporation. Covered equipment and services cannot be used as substantial or essential component or any system, or as critical technology as part of any system.
- 2.11 Personal Conflict of Interest - (50 ILCS 105/3, 65 ILCS 5/3.1-55-10, 65 ILCS 5/4-8-6) The **LPA** certifies that it shall maintain a written code or standard of conduct which shall govern the performance of its employees, officers, board members, or agents engaged in the award and administration of contracts supported by state or federal funds. Such code shall provide that no employee, officer, board member or agent of the **LPA** may participate in the selection, award, or administration of a contract supported by state or federal funds if a conflict of interest, real or apparent would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:
- the employee, officer, board member, or agent;
 - any member of his or her immediate family;
 - his or her partner; or
 - an organization which employs, or is about to employ, any of the above.

The conflict of interest restriction for former employees, officers, board members and agents shall apply for one year.

The code shall also provide that **LPA's** employees, officers, board members, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The **STATE** may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the **LPA** relating to such contract, subcontract, or arrangement. The code shall also prohibit the officers, employees, board members, or agents of the **LPA** from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

- 2.12 Organizational Conflict of Interest - The **LPA** certifies that it will also prevent any real or apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third party contractor or **LPA** or impair the objectivity in performing the contract work.
- 2.13 Accounting System. The **LPA** certifies that it has an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state and federally funded program. Accounting records must contain information

Exhibit "A"

Local Public Agency	Section Number	State Job Number	Project Number
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pertaining to state and federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. To comply with 2 CFR 200.305(b)(7)(i), the **LPA** shall use reasonable efforts to ensure that funding streams are delineated within **LPA's** accounting system. See 2 CFR 200.302.

III. AUDIT AND RECORD RETENTION

- 3.1 **Single Audits:** The **LPA** shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200.

If, during its fiscal year, **LPA** expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), **LPA** must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. A copy of the audit report must be submitted to the **STATE** (IDOT's Financial Review & Investigations Section, Room 126, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the **LPA's** fiscal year.

Assistance Listing number (formally known as the Catalog of Federal Domestic Assistance (CFDA) number) for all highway planning and construction activities is **20.205**.

Federal funds utilized for construction activities on projects let and awarded by the **STATE** (federal amounts shown as "Participating Construction" on Schedule 2) are not included in a **LPA's** calculation of federal funds expended by the **LPA** for Single Audit purposes.

- 3.2 **STATE Audits:** The **STATE** may, at its sole discretion and at its own expense, perform a final audit of the Project (30 ILCS 5, the Illinois State Auditing Act). Such audit may be used for settlement of the Project expenses and for Project closeout purposes. The **LPA** agrees to implement any audit findings contained in the **STATE's** authorized inspection or review, final audit, the **STATE's** independent audit, or as a result of any duly authorized inspection or review.
- 3.3 **Record Retention.** The **LPA** shall maintain for three (3) years from the date of final project closeout by the **STATE**, adequate books, records, and supporting documents to verify the amounts, recipient, and uses of all disbursements of funds passing in conjunction with this contract. adequate to comply with 2 CFR 200.334. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.
- 3.4 **Accessibility of Records.** The **LPA** shall permit, and shall require its contractors and auditors to permit, the **STATE**, and any authorized agent of the **STATE**, to inspect all work, materials, payrolls, audit working papers, and other data and records pertaining to the Project; and to audit the books, records, and accounts of the **LPA** with regard to the Project. The **LPA** in compliance with 2 CFR 200.337 shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized **STATE** representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the **STATE's** Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by the **STATE** (including auditors), by the state of Illinois or by federal statute. The **LPA** shall cooperate fully in any such audit or inquiry.
- 3.5 **Failure to maintain the books and records.** Failure to maintain the books, records and supporting documents required by this section shall establish presumption in favor of the **STATE** for recovery of any funds paid by the **STATE** under the terms of this contract.

IV. LPA FISCAL RESPONSIBILITIES

- 4.1 To provide all initial funding and payment for construction engineering, utility, and railroad work
- 4.2 **LPA Appropriation Requirement.** By execution of this Agreement the **LPA** attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the **LPA** share of project costs. A copy of the authorizing resolution or ordinance is attached as Schedule 5.
- 4.3 **Reimbursement Requests:** For reimbursement requests the **LPA** will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.
- 4.4 **Financial Integrity Review and Evaluation (FIRE) program:** **LPA's** and the **STATE** must justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months. To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the **STATE** within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.
- 4.5 **Final Invoice:** The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, whichever occurs first. If a final invoice is not received within this time frame, the most recent invoice

Exhibit "A"

Local Public Agency	Section Number	State Job Number	Project Number
Village of Morton Grove	21-00110-00-RS	C9113325	NHVQ(365)

may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice for engineering projects.

- 4.6 Project Closeout: The **LPA** shall provide the final report to the appropriate **STATE** district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
- 4.7 Project End Date: The period of performance (end date) for state and federal obligation purposes is five (5) years for projects under \$1,000,000 or seven (7) years for projects over \$1,000,000 from the execution date of the agreement. Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.

V. THE LPA AGREES

- 5.1 To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, the **STATE**, and the **FHWA** if required.
- 5.2 To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.
- 5.3 To provide on-site engineering supervision and inspection during construction of the proposed improvement.
- 5.4 To retain jurisdiction of the completed improvement unless specified otherwise by schedule (schedule should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional schedule is required.
- 5.5 To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by schedule) in a manner satisfactory to the **STATE** and the **FHWA**.
- 5.6 To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- 5.7 To regulate parking and traffic in accordance with the approved project report.
- 5.8 To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
- 5.9 To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.
- 5.10 For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The **LPA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.). In the absence of a USDOT - approved **LPA** DBE Program or on **STATE** awarded contracts, this agreement shall be administered under the provisions of the **STATE'S** USDOT approved Disadvantaged Business Enterprise Program.
- 5.12 That execution of this agreement constitutes the **LPA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.

VI. THE STATE AGREES

- 6.1 To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the **LPA's** certification of compliance with Title II and III Requirements.
- 6.2 To receive bids for construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement after receipt of a satisfactory bid.
- 6.3 To provide all initial funding and payments to the contractor for construction work let by the **STATE**. The **LPA** will be invoiced for their share of contract costs per the method of payment selected under Method of Financing based on the Division of Costs shown on Schedule 2.

Exhibit "A"

Local Public Agency	Section Number	State Job Number	Project Number
Village of Morton Grove	21-00110-00-RS	C9113325	NHVQ(365)

- 6.4 For agreements with federal and/or state funds in local let/day labor construction, construction engineering, utility work and/or railroad work:
- To reimburse the **LPA** for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the **LPA**;
 - To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the **STATE**.

SCHEDULES

Additional information and/or stipulations are hereby attached and identified below as being a part of this agreement.

<input checked="" type="checkbox"/>	1.	Division of Cost
<input checked="" type="checkbox"/>	2.	Location Map
<input checked="" type="checkbox"/>	3.	Risk Assessment
<input checked="" type="checkbox"/>	4.	Attestations
<input checked="" type="checkbox"/>	5.	Resolution*
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		

*Appropriation and signature authority resolution must be in effect on, or prior to, the execution date of the agreement.

Exhibit "A"

Local Public Agency

Section Number

State Job Number

Project Number

Village of Morton Grove

21-00110-00-RS

C9113325

NHVQ(365)

AGREEMENT SIGNATURES EXECUTION

The LPA agrees to accept and comply with the applicable provision set forth in this agreement including attached schedules.

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

Daniel P. DiMaria

Title of Official

Village President

Signature

Date

The above signature certifies the agency's TIN number is

366006007 conducting business as a Governmental Entity.

DUNS Number 074439365

UEI HP2KWJX3NG41

APPROVED

State of Illinois

Department of Transportation

Omer Osman, P.E., Secretary of Transportation

Date

By:

George A. Tapas, P.E., S.E., Engineer of Local Roads & Streets

Date

Stephen M. Travia, P.E., Director of Highways PI/Chief Engineer

Date

Michael Prater, Chief Counsel

Date

Vicki Wilson, Chief Fiscal Officer

Date

NOTE: A resolution authorizing the local official (or their delegate) to execute this agreement and appropriation of local funds is required and attached as Schedule 5. The resolution must be approved prior to, or concurrently with, the execution of this agreement. If BLR 09110 or BLR 09120 are used to appropriate local matching funds, attach these forms to the signature authorization resolution.

☐ Please check this box to open a fillable Resolution form within this form.

Exhibit "A"

SCHEDULE NUMBER 1

Local Public Agency	County	Section Number	State Job Number	Project Number
Village of Morton Grove	Cook	21-00110-00-RS	C-91-133-25	NHVQ(365)

DIVISION OF COST

Type of Work	Federal Funds			State Funds			Local Public Agency			Totals
	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%	
Participating Construction	STU	\$787,502.88	*				Local	\$196,875.72	BAL	\$984,378.60
Construction Engineering	STU	\$119,055.43	*				Local	\$29,763.86	BAL	\$148,819.29
Non-Participating Construction							Local	\$7,750.00	100%	\$7,750.00
Total		\$906,558.31		Total			Total		\$234,389.58	\$1,140,947.89

If funding is not a percentage of the total place an asterisk (*) in the space provided for the percentage and explain below:

*Maximum FHWA (STU) participation 80%, NTE \$906,558.31 (Construction Engineering portion 80%, NTE \$119,055.43)

~Non-Participating Construction include but not limited to special waste disposal, etc.

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final **LPA** share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

METHOD OF FINANCING - (State-Let Contract Work Only)

Check One

☐ METHOD A - Lump Sum (80% of LPA Obligation _____)

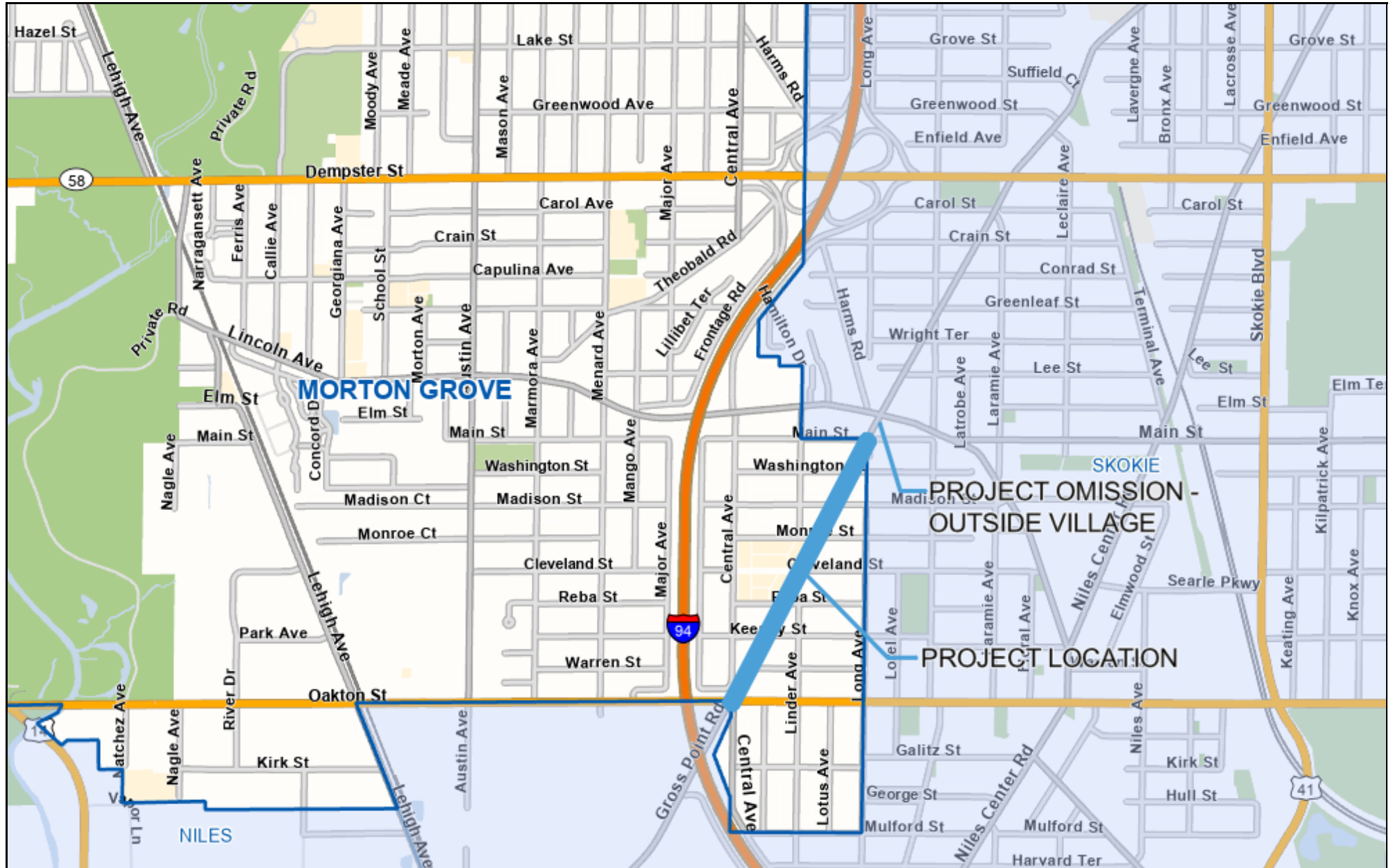
Lump Sum Payment - Upon award of the contract for this improvement, the **LPA** will pay the **STATE** within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the **LPA's** estimated obligation incurred under this agreement. The **LPA** will pay to the **STATE** the remainder of the **LPA's** obligation (including any nonparticipating costs) in a lump sum within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.

☐ METHOD B - _____ Monthly Payments of _____ due by the _____ of each successive month.

Monthly Payments - Upon award of the contract for this improvement, the **LPA** will pay to the **STATE** a specified amount each month for an estimated period of months, or until 80% of the **LPA's** estimated obligation under the provisions of the agreement has been paid. The **LPA** will pay to the **STATE** the remainder of the **LPA's** obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

☒ METHOD C - **LPA's** Share _____ Balance _____ divided by estimated total cost multiplied by actual progress payment.

Progress Payments - Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of receipt, an amount equal to the **LPA's** share of the construction cost divided by the estimated total cost multiplied by the actual payment (appropriately adjust for nonparticipating costs) made to the contractor until the entire obligation incurred under this agreement has been paid.



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Disclaimer: The GIS Consortium and MGP Inc. are not liable for any use, misuse, modification or disclosure of any map provided under applicable law. This map is for general information purposes only. Although the information is believed to be generally accurate, errors may exist and the user should independently confirm for accuracy. The map does not constitute a regulatory determination and is not a base for engineering design. A Registered Land Surveyor should be consulted to determine precise location boundaries on the ground.

Notes

OAKTON STREET TO MAIN STREET/LINCOLN AVENUE

Exhibit "A"

SCHEDULE NUMBER 3

Local Public Agency	Section Number	County	State Job Number	Project Number
Village of Morton Grove	21-00110-00-RS	Cook		

LRS Federal Funds RISK ASSESSMENT

Risk Factor	Description	Definition of Scale (time frames are based on LPA fiscal year)	Points
General History of Performance	Have there been any changes in key organizational staff or leadership, such as Fiscal and Administrative Management, Transportation Related Program/Project Management, and/or Elected Officials?	0 points - no significant changes in the last 4 or more years; 1 point - minor changes, but majority of key staff and officials have not changed in the last 4 years; 2 points - significant key staff or elected leadership changes within the last 3 years; 3 points - significant key staff and elected leadership changes within the last 3 years	1
	What is the LPA's history with federal-aid funded transportation projects?	0 points - One or more federal-aid funded transportation projects initiated per year; 1 point - At least one project initiated within the past three years; 2 points - AT least one project initiated within the past 5 years; 3 points - None or more than 5 years	1
	Does LPA have qualified technical staff with experience managing federal-aid funded transportations through IDOT?	0 points - Full-time employee with experience designated as being in "responsible charge"; 1 point - LPA has qualified technical staff, but will be utilizing an engineering consultant to manage day-to-day with LPA technical staff oversight; 2 points - LPA has no technical staff and all technical work will be completed by consultant, but LPA staff has prior experience with federal-aid projects; 3 points - LPA staff have no prior experience or technical expertise and relying solely on consultant	1
	Has the LPA been untimely in submitting invoicing, reporting on federal-aid projects as required in 2 CFR 200, and or audits as required?	0 points - No; 1 point - Delays of 6 or more months; 2 points - Delays of up to 1 year; 3 points - 1 year or more years of delay	1
Financial Controls	Are the annual financial statements prepared in accordance with Generally Accepted Accounting Principles or on a basis acceptable by the regulatory agency?	0 points - yes; 3 points - no	0
	What is the LPA's accounting system?	0 points - Automated accounting software; 1 point - Spreadsheets; 2 points - paper only; 3 points - none	0
	Does the organization have written policies and procedures regarding proper segregation of duties for fiscal activities that include but are not limited to: a) authorization of transactions; b) recordkeeping for receipts and payments; and c) cash management?	0 points - yes; 3 points - no	0
Audits	When was the last time a financial statement audit was conducted?	0 points - in the past year; 1 point - in the past two years; 2 points - in the past three years; 3 points - 4 years or more, or never	0
	What type of financial statement audit has the organization had conducted?	0 points - Single Audit/Program Specific Audit in accordance with 2 CFR 200.501 or Financial audit conducted in accordance with Generally Accepted Auditing Standards or Generally Accepted Government Auditing Standards; 1 point - Financial review?; 2 points Other type? or no audit required; 3 points - none	0
	Did the most recent audit disclose findings considered to be significant deficiencies or material weaknesses?	0 points - no; 3 points - yes, or no audits required	0
	Have the findings been resolved?	0 points - yes or no findings; 1 point - in progress; 3 points - no	0

Summary of Risk	
General History of Performance	4
Financial Controls	0
Audits	0
Total	4

District Review Signature & Date

Fely Gregorio

Digitally signed by Fely Gregorio
Date: 2025.03.10 09:35:21
-05'00'

Central Office Review Signature & Date

Teresa Cline

Digitally signed by Teresa Cline
Date: 2025.03.19 09:58:31
-05'00'

Additional Requirements? ☐ Yes ☒ No

Exhibit "A"

Local Public Agency

Section Number

State Job Number

Project Number

Village of Morton Grove

21-00110-00-RS

C9113325

NHVQ(365)

SCHEDULE NUMBER 4 Attestation on Single Audit Compliance

1. In the prior fiscal year, did Village of Morton Grove LPA expend more than \$750,000 in federal funds in aggregate from all federal sources?

☐ Yes ☐ No

2. Does the Village of Morton Grove LPA anticipate expending more than \$750,000 in federal funds in aggregate from all federal sources in the current Village of Morton Grove LPA fiscal year?

☐ Yes ☐ No

If answers to question 1 and 2 are no, please proceed to the signature section.

If answer to question 1 is yes, please answer question 3a.

If answer to question 2 is yes, please answer question 3b.

3. A single audit must be conducted in accordance with Subpart F of 2 CFR 200 if \$750,000 or more in federal funds are expended in a single fiscal year.

a. Has the Village of Morton Grove LPA performed a single audit for their previous fiscal year?

☐ Yes ☐ No

i. If yes, has the audit be filed with the Illinois Office of the Comptroller in accordance with 50 ILCS 310 (*see also 55 ILCS 5 & 65 ILCS 5 & 60 ILCS 1/80*)?

☐ Yes ☐ No

b. For the current fiscal year, does the Village of Morton Grove LPA intend to comply with Subpart F of 2 CFR 200?

☐ Yes ☐ No

By completing this attestation, I certify that I have authority to sign this attestation on behalf of the LPA; and that the foregoing information is correct and complete to the best of my knowledge and belief.

Name

Title

LPA

Hanna Sullivan

Finance Director

Village of Morton Grove

Signature & Date

Hanna Sullivan
Digitally signed by Hanna Sullivan
Date: 2025.03.06 16:28:29 -06'00'

Legislative Summary

Resolution 25-43

AUTHORIZING AN AGREEMENT WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION FOR SHERMER ROAD RESURFACING (MFT SECTION 24-00114-00-RS)

Introduction:	May 13, 2025
Purpose:	To authorize the Village President to execute an agreement with the Illinois Department of Transportation (IDOT) for upcoming federally funded construction improvements on Shermer Road.
Background:	<p>The Village was awarded federal funding for approximately eighty percent (80%) of the construction and engineering costs to resurface Shermer Road from Harlem Avenue to Golf Road. The federal funding requires the Village to pay for the balance.</p> <p>The use of federal funds requires a joint funding agreement with IDOT. This resolution will authorize the required joint funding agreement for this project, which has an estimated total cost of \$1,143,586.00 with \$908,838.00 of Federal Funding and \$234,748.00 of Local (Village) Funding.</p> <p>Resolution 25-24, approved April 8, 2025, appropriated Motor Fuel Tax (MFT) funds for the Village's share for this work. Resolution 25-33, approved April 22, 2025, authorized an agreement with Primera Engineers, Ltd., for construction engineering services for construction improvements on Shermer Road. IDOT will open bids for construction services for this contract on June 13, 2025.</p>
Departs Affected	Department of Public Works
Fiscal Impact:	\$234,748.00
Source of Funds:	2025 Adopted Budget Motor Fuel Tax Fund Account Numbers 03-50-60-55-2290 and 03-50-60-57-3300.
Workload Impact:	The Department of Public Works will manage and implement the project as part of its regular work activities.
Administrator Recommendation	Approval as presented
Second Reading:	Not Required
Special Requirements:	None

Submitted by: Charles L. Meyer, Village Administrator
Reviewed by: Hanna Sullivan, Director of Finance
Reviewed by: Teresa Hoffman Liston, Corporation Counsel
Reviewed by: Mike Lukich, Director of Public Works
Prepared by: Chris Tomich, Village Engineer

RESOLUTION 25-43

AUTHORIZING AN AGREEMENT WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION FOR SHERMER ROAD RESURFACING (MFT SECTION 24-00114-00-RS)

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

WHEREAS, the Village has developed a project to resurface Shermer Road from Harlem Avenue to Golf Road; and

WHEREAS, Shermer Road is a federal aid route eligible for federal funding; and

WHEREAS, the Village was awarded federal funding for approximately eighty percent (80%) of the construction and construction engineering cost to resurface this segment; and

WHEREAS, Resolution 25-24, approved April 8, 2025, appropriated \$370,000.00 in Motor Fuel Tax (MFT) funds for the Village's share for this work; and

WHEREAS, Resolution 25-33, approved April 22, 2025, authorized an agreement with Primera Engineers, Ltd., for construction engineering services for construction improvements on Shermer Road; and

WHEREAS, the use of federal funds requires a joint funding agreement with the State of Illinois acting through its Department of Transportation (IDOT) to identify the administrative and financial responsibilities of the Village and IDOT related to the construction and construction engineering of the improvements; and

WHEREAS, the joint funding agreement is included in Exhibit "A"; and

WHEREAS, the improvement requires matching funds, with an estimated total project cost of \$1,143,586.00 with \$908,838.00 of Federal Funding and \$234,748.00 of Local (Village) Funding.

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 have appropriated \$370,000.00, Three Hundred Seventy Thousand and 00/100 Dollars in Motor Fuel Tax Funds and agree to pass a supplemental resolution if necessary to appropriate additional funds for completion of the project.

SECTION 3: The Village President is hereby authorized to execute an agreement with IDOT for the above-mentioned project.

SECTION 4: The Village Administrator is hereby authorized to make any revisions or corrections to the executed agreement included in Exhibit “A” as may become necessary if deemed to be in the Village’s best interest.

SECTION 5: This Resolution will become Schedule 5 of the agreement.

SECTION 6: The Village Clerk of Morton Grove is directed to transmit five (5) original signed and sealed agreements and a Resolution to IDOT District One Bureau of Local Roads and Streets.

Passed this 13th day of May 2025

Trustee Khan _____

Trustee Minx _____

Trustee Shiba _____

Trustee Thill _____

Trustee Travis _____

Trustee Witko _____

Approved by me this 13th day of May 2025

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

Attested and Filed in my office this
14th day of May 2025

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



LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number
Village of Morton Grove	Cook	24-00114-00-RS

Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
STU	N/A	CMAP	02-25-0008

Construction

State Job Number	Project Number
C-91-147-25	38DJ(646)

☐ Local Let/Day Labor ☒ Construction on State Letting ☒ Construction Engineering ☐ Utilities ☐ Railroad Work

LOCATION

Local Street/Road Name	Key Route	Length	Stationing From	To
Shermer Road	FAU 2770	0.67 mi.	01.70	02.37

Location Termini
Golf Road to Harlem Avenue

Current Jurisdiction	Existing Structure Number(s)	
LPA	NA	<button>Remove</button>

PROJECT DESCRIPTION

The work consists of furnishing all labor, materials, equipment, and other incidentals necessary for the completion of pavement removal, hot-mix asphalt surface removal, combination curb and gutter removal and replacement, sidewalk removal, subbase granular material, polymerized hot-mix asphalt binder, hot-mix asphalt surface course, hot-mix asphalt driveways, Portland cement concrete sidewalk, detectable warnings, class B patches, class D patches, pavement markings, and other incidental work.

Exhibit "A"

Local Public Agency	Section Number	State Job Number	Project Number
Village of Morton Grove	24-00114-00-RS	C9114725	38DJ(646)

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "**LPA**" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as the "**STATE**". The **STATE** and **LPA** jointly proposes to improve the designated location as described in the Location and Project Description sections of this agreement. The improvement shall be constructed in accordance with plans prepared by, or on behalf of the **LPA** and approved by the **STATE** using the **STATE's** policies and procedures approved and/or required by the Federal Highway Administration, hereby referred to as "**FHWA**".

I. GENERAL

- 1.1 Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. The **STATE** may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the **LPA** by the **STATE** or the federal funding source, (ii) the Governor or **STATE** reserves funds, or (iii) the Governor or **STATE** determines that funds will not or may not be available for payment. The **STATE** shall provide notice, in writing, to **LPA** 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.
- 1.2 Domestic Steel Requirement. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Build America-Buy America provisions.
- 1.3 Federal Authorization. That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.
- 1.4 Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.
- 1.5 Termination. This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the **STATE**, the **STATE** must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If the **STATE** determines in the case of a partial termination that the reduced or modified portion of the funding award will not accomplish the purposes for which the funding award was made, the **STATE** may terminate the Agreement in its entirety.

This Agreement may be terminated, in whole or in part, by the **STATE** without advance notice:

- a. Pursuant to a funding failure as provided under Article 1.1.
- b. If **LPA** fails to comply with the terms and conditions of this funding award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any award.

II. REQUIRED CERTIFICATIONS

By execution of this Agreement and the **LPA's** obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules and any and all license requirements or professional certification provisions.

- 2.1 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200). The **LPA** certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference.
- 2.2 Compliance with Registration Requirements. **LPA** certifies that it: (i) is registered with the federal SAM system; (ii) is in good standing with the Illinois Secretary of State, if applicable; (iii) have a valid DUNS Number; (iv) have a valid UEI, if applicable. It is **LPA's** responsibility to remain current with these registrations and requirements.
- 2.3 Bribery. The **LPA** certifies to the best of its knowledge that its officials have not been convicted of bribery or attempting to bribe an officer or employee of the state of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).
- 2.4 Bid Rigging. **LPA** certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).
- 2.5 Debt to State. **LPA** certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because the **LPA**, or its affiliate(s), is/are delinquent in the payment of any debt to the **STATE**, unless the **LPA**, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and **STATE** acknowledges the **LPA** may declare the Agreement void if the certification is false (30 ILCS 500/50-11).
- 2.6 Debarment. The **LPA** certifies to the best of its knowledge and belief that its officials:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or

Exhibit "A"

Local Public Agency	Section Number	State Job Number	Project Number
Village of Morton Grove	24-00114-00-RS	C9114725	38DJ(646)

commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;

c. are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and

d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.

- 2.7 Construction of Fixed Works. The **LPA** certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, the **LPA** shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.
- 2.8 Criminal Convictions. The **LPA** certifies that neither it nor any managerial agent of **LPA** has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. The **LPA** further certifies that it is not barred from receiving an funding award under 30 ILCS 500/50-10.5 and acknowledges that **STATE** shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).
- 2.9 Improper Influence. The **LPA** certifies that no funds have been paid or will be paid by or on behalf of the **LPA** to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, the **LPA** certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.
- 2.10 Telecom Prohibition. The **LPA** certifies that it will comply with Section 889 of the FY 2019 National Defense Authorization Act (NDAA) that prohibits the use of telecommunications or video surveillance equipment or services produced or provided by the following companies: Dahua Technology Company, Hangzhou Hikvision Digital Technology Company, Huawei Technologies Company, Hytera Communications Corporation, and ZTE Corporation. Covered equipment and services cannot be used as substantial or essential component or any system, or as critical technology as part of any system.
- 2.11 Personal Conflict of Interest - (50 ILCS 105/3, 65 ILCS 5/3.1-55-10, 65 ILCS 5/4-8-6) The **LPA** certifies that it shall maintain a written code or standard of conduct which shall govern the performance of its employees, officers, board members, or agents engaged in the award and administration of contracts supported by state or federal funds. Such code shall provide that no employee, officer, board member or agent of the **LPA** may participate in the selection, award, or administration of a contract supported by state or federal funds if a conflict of interest, real or apparent would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:
- the employee, officer, board member, or agent;
 - any member of his or her immediate family;
 - his or her partner; or
 - an organization which employs, or is about to employ, any of the above.

The conflict of interest restriction for former employees, officers, board members and agents shall apply for one year.

The code shall also provide that **LPA's** employees, officers, board members, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The **STATE** may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the **LPA** relating to such contract, subcontract, or arrangement. The code shall also prohibit the officers, employees, board members, or agents of the **LPA** from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

- 2.12 Organizational Conflict of Interest - The **LPA** certifies that it will also prevent any real or apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third party contractor or **LPA** or impair the objectivity in performing the contract work.
- 2.13 Accounting System. The **LPA** certifies that it has an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state and federally funded program. Accounting records must contain information

Exhibit "A"

Local Public Agency	Section Number	State Job Number	Project Number
Village of Morton Grove	24-00114-00-RS	C9114725	38DJ(646)

pertaining to state and federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. To comply with 2 CFR 200.305(b)(7)(i), the **LPA** shall use reasonable efforts to ensure that funding streams are delineated within **LPA's** accounting system. See 2 CFR 200.302.

III. AUDIT AND RECORD RETENTION

- 3.1 **Single Audits:** The **LPA** shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200.

If, during its fiscal year, **LPA** expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), **LPA** must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. A copy of the audit report must be submitted to the **STATE** (IDOT's Financial Review & Investigations Section, Room 126, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the **LPA's** fiscal year.

Assistance Listing number (formally known as the Catalog of Federal Domestic Assistance (CFDA) number) for all highway planning and construction activities is **20.205**.

Federal funds utilized for construction activities on projects let and awarded by the **STATE** (federal amounts shown as "Participating Construction" on Schedule 2) are not included in a **LPA's** calculation of federal funds expended by the **LPA** for Single Audit purposes.

- 3.2 **STATE Audits:** The **STATE** may, at its sole discretion and at its own expense, perform a final audit of the Project (30 ILCS 5, the Illinois State Auditing Act). Such audit may be used for settlement of the Project expenses and for Project closeout purposes. The **LPA** agrees to implement any audit findings contained in the **STATE's** authorized inspection or review, final audit, the **STATE's** independent audit, or as a result of any duly authorized inspection or review.
- 3.3 **Record Retention.** The **LPA** shall maintain for three (3) years from the date of final project closeout by the **STATE**, adequate books, records, and supporting documents to verify the amounts, recipient, and uses of all disbursements of funds passing in conjunction with this contract. adequate to comply with 2 CFR 200.334. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.
- 3.4 **Accessibility of Records.** The **LPA** shall permit, and shall require its contractors and auditors to permit, the **STATE**, and any authorized agent of the **STATE**, to inspect all work, materials, payrolls, audit working papers, and other data and records pertaining to the Project; and to audit the books, records, and accounts of the **LPA** with regard to the Project. The **LPA** in compliance with 2 CFR 200.337 shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized **STATE** representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the **STATE's** Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by the **STATE** (including auditors), by the state of Illinois or by federal statute. The **LPA** shall cooperate fully in any such audit or inquiry.
- 3.5 **Failure to maintain the books and records.** Failure to maintain the books, records and supporting documents required by this section shall establish presumption in favor of the **STATE** for recovery of any funds paid by the **STATE** under the terms of this contract.

IV. LPA FISCAL RESPONSIBILITIES

- 4.1 To provide all initial funding and payment for construction engineering, utility, and railroad work
- 4.2 **LPA Appropriation Requirement.** By execution of this Agreement the **LPA** attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the **LPA** share of project costs. A copy of the authorizing resolution or ordinance is attached as Schedule 5.
- 4.3 **Reimbursement Requests:** For reimbursement requests the **LPA** will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.
- 4.4 **Financial Integrity Review and Evaluation (FIRE) program:** **LPA's** and the **STATE** must justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months. To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the **STATE** within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.
- 4.5 **Final Invoice:** The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, whichever occurs first. If a final invoice is not received within this time frame, the most recent invoice

Exhibit "A"

Local Public Agency	Section Number	State Job Number	Project Number
Village of Morton Grove	24-00114-00-RS	C9114725	38DJ(646)

may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice for engineering projects.

- 4.6 Project Closeout: The **LPA** shall provide the final report to the appropriate **STATE** district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
- 4.7 Project End Date: The period of performance (end date) for state and federal obligation purposes is five (5) years for projects under \$1,000,000 or seven (7) years for projects over \$1,000,000 from the execution date of the agreement. Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.

V. THE LPA AGREES

- 5.1 To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, the **STATE**, and the **FHWA** if required.
- 5.2 To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.
- 5.3 To provide on-site engineering supervision and inspection during construction of the proposed improvement.
- 5.4 To retain jurisdiction of the completed improvement unless specified otherwise by schedule (schedule should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional schedule is required.
- 5.5 To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by schedule) in a manner satisfactory to the **STATE** and the **FHWA**.
- 5.6 To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- 5.7 To regulate parking and traffic in accordance with the approved project report.
- 5.8 To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
- 5.9 To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.
- 5.10 For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The **LPA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.). In the absence of a USDOT - approved **LPA** DBE Program or on **STATE** awarded contracts, this agreement shall be administered under the provisions of the **STATE'S** USDOT approved Disadvantaged Business Enterprise Program.
- 5.12 That execution of this agreement constitutes the **LPA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.

VI. THE STATE AGREES

- 6.1 To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the **LPA's** certification of compliance with Title II and III Requirements.
- 6.2 To receive bids for construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement after receipt of a satisfactory bid.
- 6.3 To provide all initial funding and payments to the contractor for construction work let by the **STATE**. The **LPA** will be invoiced for their share of contract costs per the method of payment selected under Method of Financing based on the Division of Costs shown on Schedule 2.

Exhibit "A"

Local Public Agency	Section Number	State Job Number	Project Number
Village of Morton Grove	24-00114-00-RS	C9114725	38DJ(646)

- 6.4 For agreements with federal and/or state funds in local let/day labor construction, construction engineering, utility work and/or railroad work:
- To reimburse the **LPA** for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the **LPA**;
 - To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the **STATE**.

SCHEDULES

Additional information and/or stipulations are hereby attached and identified below as being a part of this agreement.

<input checked="" type="checkbox"/>	1.	Division of Cost
<input checked="" type="checkbox"/>	2.	Location Map
<input checked="" type="checkbox"/>	3.	Risk Assessment
<input checked="" type="checkbox"/>	4.	Attestations
<input checked="" type="checkbox"/>	5.	Resolution*
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		

*Appropriation and signature authority resolution must be in effect on, or prior to, the execution date of the agreement.

Exhibit "A"

Local Public Agency

Section Number

State Job Number

Project Number

Village of Morton Grove

24-00114-00-RS

C9114725

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AGREEMENT SIGNATURES EXECUTION

The LPA agrees to accept and comply with the applicable provision set forth in this agreement including attached schedules.

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

Daniel P. DiMaria

Title of Official

Village President

Signature

Date

The above signature certifies the agency's TIN number is

366006007 conducting business as a Governmental Entity.

DUNS Number 074439365

UEI HP2KWJX3NG41

APPROVED

State of Illinois
Department of Transportation

Omer Osman, P.E., Secretary of Transportation

Date

By:

George A. Tapas, P.E., S.E., Engineer of Local Roads & Streets

Date

Stephen M. Travia, P.E., Director of Highways PI/Chief Engineer

Date

Michael Prater, Chief Counsel

Date

Vicki Wilson, Chief Fiscal Officer

Date

NOTE: A resolution authorizing the local official (or their delegate) to execute this agreement and appropriation of local funds is required and attached as Schedule 5. The resolution must be approved prior to, or concurrently with, the execution of this agreement. If BLR 09110 or BLR 09120 are used to appropriate local matching funds, attach these forms to the signature authorization resolution.

☐ Please check this box to open a fillable Resolution form within this form.

Exhibit "A"

SCHEDULE NUMBER 1

Local Public Agency	County	Section Number	State Job Number	Project Number
Village of Morton Grove	Cook	24-00114-00-RS	C-91-147-25	38DJ(646)

DIVISION OF COST

Type of Work	Federal Funds			State Funds			Local Public Agency			Totals
	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%	
Participating Construction	STU	\$789,507.00	*				Local	\$197,376.00	BAL	\$986,883.00
Construction Engineering	STU	\$119,331.00	*				Local	\$29,832.00	BAL	\$149,163.00
Non-Participating Construction							Local	\$7,540.00	100%	\$7,540.00
Total		\$908,838.00		Total			Total		\$234,748.00	\$1,143,586.00

If funding is not a percentage of the total place an asterisk (*) in the space provided for the percentage and explain below:

*Maximum FHWA (STU) participation 80%, NTE \$908,838 (Construction Engineering portion 80%, NTE \$119,331)

~Non-Participating Construction include but not limited to special waste disposal.

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final **LPA** share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

METHOD OF FINANCING - (State-Let Contract Work Only)

Check One

☐ METHOD A - Lump Sum (80% of LPA Obligation _____)

Lump Sum Payment - Upon award of the contract for this improvement, the **LPA** will pay the **STATE** within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the **LPA's** estimated obligation incurred under this agreement. The **LPA** will pay to the **STATE** the remainder of the **LPA's** obligation (including any nonparticipating costs) in a lump sum within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.

☐ METHOD B - _____ Monthly Payments of _____ due by the _____ of each successive month.

Monthly Payments - Upon award of the contract for this improvement, the **LPA** will pay to the **STATE** a specified amount each month for an estimated period of months, or until 80% of the **LPA's** estimated obligation under the provisions of the agreement has been paid. The **LPA** will pay to the **STATE** the remainder of the **LPA's** obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

☒ METHOD C - **LPA's** Share _____ Balance _____ divided by estimated total cost multiplied by actual progress payment.

Progress Payments - Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of receipt, an amount equal to the **LPA's** share of the construction cost divided by the estimated total cost multiplied by the actual payment (appropriately adjust for nonparticipating costs) made to the contractor until the entire obligation incurred under this agreement has been paid.



Exhibit "A"

SCHEDULE NUMBER 3

Local Public Agency	Section Number	County	State Job Number	Project Number
Village of Morton Grove	24-00114-00-RS	Cook		

LRS Federal Funds RISK ASSESSMENT

Risk Factor	Description	Definition of Scale (time frames are based on LPA fiscal year)	Points
General History of Performance	Have there been any changes in key organizational staff or leadership, such as Fiscal and Administrative Management, Transportation Related Program/Project Management, and/or Elected Officials?	0 points - no significant changes in the last 4 or more years; 1 point - minor changes, but majority of key staff and officials have not changed in the last 4 years; 2 points - significant key staff or elected leadership changes within the last 3 years; 3 points - significant key staff and elected leadership changes within the last 3 years	1
	What is the LPA's history with federal-aid funded transportation projects?	0 points - One or more federal-aid funded transportation projects initiated per year; 1 point - At least one project initiated within the past three years; 2 points - AT least one project initiated within the past 5 years; 3 points - None or more than 5 years	1
	Does LPA have qualified technical staff with experience managing federal-aid funded transportations through IDOT?	0 points - Full-time employee with experience designated as being in "responsible charge"; 1 point - LPA has qualified technical staff, but will be utilizing an engineering consultant to manage day-to-day with LPA technical staff oversight; 2 points - LPA has no technical staff and all technical work will be completed by consultant, but LPA staff has prior experience with federal-aid projects; 3 points - LPA staff have no prior experience or technical expertise and relying solely on consultant	1
	Has the LPA been untimely in submitting invoicing, reporting on federal-aid projects as required in 2 CFR 200, and or audits as required?	0 points - No; 1 point - Delays of 6 or more months; 2 points - Delays of up to 1 year; 3 points - 1 year or more years of delay	1
Financial Controls	Are the annual financial statements prepared in accordance with Generally Accepted Accounting Principles or on a basis acceptable by the regulatory agency?	0 points - yes; 3 points - no	0
	What is the LPA's accounting system?	0 points - Automated accounting software; 1 point - Spreadsheets; 2 points - paper only; 3 points - none	0
	Does the organization have written policies and procedures regarding proper segregation of duties for fiscal activities that include but are not limited to: a) authorization of transactions; b) recordkeeping for receipts and payments; and c) cash management?	0 points - yes; 3 points - no	0
Audits	When was the last time a financial statement audit was conducted?	0 points - in the past year; 1 point - in the past two years; 2 points - in the past three years; 3 points - 4 years or more, or never	0
	What type of financial statement audit has the organization had conducted?	0 points - Single Audit/Program Specific Audit in accordance with 2 CFR 200.501 or Financial audit conducted in accordance with Generally Accepted Auditing Standards or Generally Accepted Government Auditing Standards; 1 point - Financial review?; 2 points Other type? or no audit required; 3 points - none	0
	Did the most recent audit disclose findings considered to be significant deficiencies or material weaknesses?	0 points - no; 3 points - yes, or no audits required	0
	Have the findings been resolved?	0 points - yes or no findings; 1 point - in progress; 3 points - no	0

Summary of Risk	
General History of Performance	4
Financial Controls	0
Audits	0
Total	4

District Review Signature & Date

Fely Gregorio

Digitally signed by Fely Gregorio
Date: 2025.03.10 07:51:19
-05'00'

Central Office Review Signature & Date

Teresa Cline

Digitally signed by Teresa Cline
Date: 2025.03.19 08:20:46
-05'00'

Additional Requirements? ☐ Yes ☒ No

Exhibit "A"

Local Public Agency

Section Number

State Job Number

Project Number

Village of Morton Grove

24-00114-00-RS

C9114725

38DJ(646)

SCHEDULE NUMBER 4 Attestation on Single Audit Compliance

1. In the prior fiscal year, did Village of Morton Grove LPA expend more than \$750,000 in federal funds in aggregate from all federal sources?

☐ Yes ☒ No

2. Does the Village of Morton Grove LPA anticipate expending more than \$750,000 in federal funds in aggregate from all federal sources in the current Village of Morton Grove LPA fiscal year?

☒ Yes ☐ No

If answers to question 1 and 2 are no, please proceed to the signature section.

If answer to question 1 is yes, please answer question 3a.

If answer to question 2 is yes, please answer question 3b.

3. A single audit must be conducted in accordance with Subpart F of 2 CFR 200 if \$750,000 or more in federal funds are expended in a single fiscal year.

a. Has the Village of Morton Grove LPA performed a single audit for their previous fiscal year?

☐ Yes ☐ No

i. If yes, has the audit be filed with the Illinois Office of the Comptroller in accordance with 50 ILCS 310 (*see also 55 ILCS 5 & 65 ILCS 5 & 60 ILCS 1/80*)?

☐ Yes ☐ No

b. For the current fiscal year, does the Village of Morton Grove LPA intend to comply with Subpart F of 2 CFR 200?

☒ Yes ☐ No

By completing this attestation, I certify that I have authority to sign this attestation on behalf of the LPA; and that the foregoing information is correct and complete to the best of my knowledge and belief.

Name

Title

LPA

Hanna Sullivan

Finance Director

Village of Morton Grove

Signature & Date

Hanna Sullivan

Digitally signed by Hanna
Sullivan
Date: 2025.03.04 15:51:50
-06'00'

Legislative Summary

Ordinance 25-19

AMENDING TITLE 4 CHAPTER 4 SECTION 9 ENTITLED “SUSPENSION AND REVOCATION” AND AMENDING TITLE 4 CHAPTER 4 SECTION 10 ENTITLED “APPEAL” TO MODIFY THE NOTICE AND HEARING REGULATIONS RELATING TO THE SUSPENSION OR REVOCATION OF CERTIFICATES OF OCCUPANCY OF BUSINESS OPERATIONS IN MORTON GROVE, ILLINOIS

Introduction:	April 22, 2025
Purpose:	To approve a Text Amendment that clarifies the notice and hearing process regulations for the suspension or revocation and certificate of occupancy of business operations in the Village of Morton Grove.
Background:	On July 23, 2025, the Village adopted Ordinance 24-13 which amended Section 4-4-9 of the Municipal Code to authorize the Village Administrator to suspend or revoke business compliance certificates, business license, and certificates of occupancies if businesses are noncompliant with applicable regulations. This ordinance sets forth notice requirements and a hearing procedure before the Village’s Local Adjudication Hearing Office for these suspensions and revocations. The ordinance also deletes section 4-4-10 of the Village Code which provided an appeal process before the Local Adjudication Hearing Officer since the Illinois Administrative Code requires decisions of the Local Adjudication Hearing Officer to be reviewed by the Circuit Court of Cook County.
Programs, Dept’s, Groups Affected	Department of Community and Economic Development, Administration, Legal
Fiscal Impact:	N/A
Source of Funds:	N/A
Workload Impact:	The Text Amendment will be implemented and supervised by staff as part of their normal work activities.
Administrative Recommendation:	Approval
Second Reading:	May 13, 2025
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 – Brandon Nolin, Community Development Administrator

ORDINANCE 25-19

AMENDING TITLE 4 CHAPTER 4 SECTION 9 ENTITLED “SUSPENSION AND REVOCATION” AND AMENDING TITLE 4 CHAPTER 4 SECTION 10 ENTITLED “APPEAL” TO MODIFY THE NOTICE AND HEARING REGULATIONS RELATING TO THE SUSPENSION OR REVOCATION OF CERTIFICATES OF OCCUPANCY OF BUSINESS OPERATIONS IN MORTON GROVE, ILLINOIS

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 1970 Constitution of the State of Illinois, can exercise any power and perform any function pertaining to its government affairs, including but not limited to the power to tax and incur debt; and

WHEREAS, the Village continuously reviews and, as it deems necessary, updates existing Municipal Codes to assure they are kept current and relevant; and

WHEREAS, On July 23, 2024, the Village adopted Ordinance 24-13 which amended Section 4-4-9 of the Municipal Code to modify and authorize the suspension or revocation of business compliance certificates, business license, and/or certificates of occupancies if businesses are noncompliant with applicable regulations. The Ordinance authorizes the Village Administrator to suspend or revoke business compliance agreements and certificates of occupancy; and

WHEREAS, upon further review of these amendments, staff recommends that Section 4-4-9 of the Municipal Code be amended to set forth notice requirements and hearing procedures as part of the suspension and revocation process.

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 4, Section 9, entitled, “Suspension and Revocation,” is hereby amended to read as follows:

4-4-9: SUSPENSION AND REVOCATION

- A. Summary Suspension of Business Operation. When the conduct or operation of any business or use of any property or premise shall constitute an imminent danger to the public health, safety or general welfare, the Village Administrator shall be authorized to immediately and summarily order the cessation of business or use, the closing of the premise and the suspension of any certificate of occupancy, compliance certificate or business license for an initial period as necessary to protect the public health, safety or general welfare from imminent harm, not to exceed fifteen (15) business days. Upon the issuance of the order, the Village Administrator shall serve notice of the summary order by

one of the methods set forth in sections 1-4-5:A-1, 2, 3, 5 or 6 of this Code. Within seven (7) business days after service of the summary order, the Village or owner of the premise or certificate holder or licensee may, by written notice to the Village Administrator and all certificate holders, licensees and property owners to be served by one of the methods set forth in sections 1-4-5:A-1, 2, 3, 5 or 6 of this Code request a hearing before the Village's Adjudication Hearing Officer for the purpose of determining whether to rescind or modify the Building Commissioner's order, and/or whether the compliance certificate, ~~or~~ business license, or certificate of occupancy should be suspended for an additional period of time or revoked. The hearing shall be scheduled within ten (10) business days of the service of such request, unless the parties agree otherwise.

B. Suspension and/or Revocation of Compliance Certificate, License, or Certificate of Occupancy

1. Compliance certificates, business licenses, and certificates of occupancy may, unless otherwise provided, be suspended for up to sixty (60) days or revoked by the Village Administrator for any of the following causes:
 - a. The applicant, certificate holder or licensee has provided false or incomplete information on any application, tax return, or report to the Village;
 - b. The subject property or premise is not in compliance with building or life safety Codes;
 - c. The operation of the business or use at its specified location is in violation of the Village's zoning ordinances and regulations;
 - d. The use has changed or intensified without Village knowledge and approval;
 - e. An owner or lessor of the property or premise and/or the certificate holder or licensee, or person in charge of the business or use has violated any Village Codes and regulations relating to the certificate of occupancy, compliance certificate, business license for the subject property or premise;
 - f. An owner or lessor of the property or premise and/or the certificate holder or licensee, or person in charge of the business or use has been convicted of any felony or of a misdemeanor when such conviction calls into question the owner's or operator's compliance or ability to comply with Village, state or federal laws or regulations relating to the compliance certificate or business license, for the subject property or premise;
 - g. An owner or lessor of the property or premise and/or the certificate holder or licensee, or person in charge of the business or use has not paid a financial obligation owed to the Village;
 - h. The operation of the business or use results in a nuisance;
 - i. The operation of the business or use is not in compliance with all applicable regulations;
 - j. An owner or lessor of the property or premise and/or the certificate holder or licensee, or person in charge of the business or use fail to operate in compliance with the plans and information submitted for the approval of the certificate; or
 - k. An owner or lessor of the property or premise and/or the certificate holder or licensee, or person in charge of the business or use has refused to permit an inspection or sampling or any interference with a duly authorized Village officer or employee while in the performance of his duties.
2. Prior to suspending or revoking a compliance certificate, business license, or certificate of occupancy, the Village Administrator shall provide a notice to the holder of the certificate or license and the owner of the property. Service of said notice shall be by one of the methods set forth in sections 1-4-5:A-1, 2, 3, 5 or 6 of this Code as follows:
 - a. If the suspension or revocation is imposed due to subsection B-1(g), i.e. "An owner or lessor of the property or premise and/or the certificate holder or licensee, or person in charge of the business or use has not paid a financial obligation owed to the Village", the notice shall be provided at least five (5) business days before the effective date of the suspension or revocation and shall identify the nature and amount of the financial obligation owed.
 - b. If the suspension or revocation is imposed due to a subsection other than subsection B-1(g), the notice shall be provided at least ten (10) business days before the effective date of the suspension or revocation and shall identify the basis for the suspension or revocation and action required to cure said basis.
3. If the suspension or revocation is imposed due to subsection B-1(g):

- a. It shall be lifted if the holder pays the full amount of all financial obligations due to the Village including all penalties and interests due plus a \$250.00 administration fee; or
- b. It shall be stayed if the holder serves the Village with a written request for a hearing before the Village's local adjudication hearing officer and posts a cash bond equal to 125% of the amount owed. The Hearing shall be scheduled at least fourteen (14) days but not more than forty-five (45) days after the holder serves request for a hearing and posts the bond. Service shall be by certified mail, or personal delivery to the Village Administrator. The sole purpose of the hearing shall be for the hearing officer to determine by a preponderance of the evidence whether the financial obligation set forth in the notice is due and owing. The hearing officer shall provide a written order setting forth his or her findings. If the hearing officer determines that a financial obligation is owed, said obligation shall be paid to the Village from the bond, and the holder shall also pay for the Village's costs of the hearing. Upon said payment, or if the hearing officer determines that a financial obligation is not owed, the suspension or revocation shall be lifted.
4. If the suspension or revocation is imposed due to a subsection other than subsection B-1(g):
 - a. It shall be lifted if the holder completes the action required by the Village to cure the basis for the suspension or revocation to the satisfaction of the Village and pays the Village a \$250.00 administration fee; or
 - b. The license or certificate holder may request a hearing. Said request shall not stay the suspension or revocation unless agreed in writing by the Village. The Hearing shall be scheduled at least fourteen (14) days but not more than forty-five (45) days after the holder serves request for a hearing. Service shall be by certified mail, or personal delivery to the Village Administrator. The sole purpose of the hearing shall be for the local hearing officer to determine by a preponderance of the evidence whether the basis for the suspension or revocation identified in the notice existed, and if so, whether said basis had been cured. The hearing officer shall provide a written order setting forth his or her findings. If the hearing officer determines that a basis for the suspension or revocation existed and had not been cured, the suspension or revocation shall stand, and the holder shall also pay for the Village's costs of the hearing. If the hearing officer determines that a basis for the suspension or revocation did not exist or had not been cured, the suspension or revocation shall be lifted.
5. A suspension or revocation shall not preclude prosecution and imposition of any other penalties provided for the violation of other applicable ordinances of the Village.
6. The owner of the premise and the owner or operator of the business or use whose compliance certificate or certificate of occupancy is suspended or revoked shall be jointly and severally liable to the Village for the costs of the hearing, as determined by the Finance Director/Treasurer including, but not limited to, court reporter fees, the costs of transcripts or records, attorneys' fees, the cost of preparing and mailing notices and orders, and all other miscellaneous expenses incurred by the Village, and shall pay said costs to the Village within thirty (30) days of notification of the costs. Failure to pay said costs within thirty (30) days of notification is a violation of this section and may, in addition to all other penalties, be cause for further suspension or revocation, or the levy of additional fines.
7. The decision of the Adjudication Hearing Officer shall be final subject to applicable administrative review pursuant to Illinois law.
- C. Procedures for Suspension or Revocations
 1. The notice procedures for a hearing for a suspension or revocation of a compliance certificate or license shall be the same as the notice procedures for citations as set forth in Title 1 Chapter 4 of this Code.
 2. At the hearing, all parties shall be permitted counsel and shall have the right to submit evidence and cross-examine witnesses.
 3. The Village's Adjudication Hearing Officer shall render the decision within a reasonable time after the conclusion of the hearing. The decision shall be in writing and state the reasons for the decision.
 4. Such suspension or revocation, if ordered, shall not preclude prosecution and imposition of any other penalties provided for the violation of other applicable ordinances of the Village.

5. The owner of the premise and the owner or operator of the business or use whose compliance certificate is suspended or revoked shall be jointly and severally liable to the Village for the costs of the hearing, as determined by the Finance Director/Treasurer including, but not limited to, court reporter fees, the costs of transcripts or records, attorneys' fees, the cost of preparing and mailing notices and orders, and all other miscellaneous expenses incurred by the Village, and shall pay said costs to the Village within thirty (30) days of notification of the costs. Failure to pay said costs within thirty (30) days of notification is a violation of this section and may, in addition to all other penalties be cause for further suspension or revocation, or the levy of additional fines.

SECTION 3: Title 4, Chapter 4, Section 10, entitled, "Appeal," is hereby deleted in its entirety.

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: Except as to code amendments set forth in this ordinance, all chapters and sections of the Morton Grove Village Code shall remain in full force and effect.

SECTION 6: This ordinance shall be effective from and after its adoption, approval, and publication as provided by law.

Passed this 13th day of May 2025.

Trustee Khan _____

Trustee Minx _____

Trustee Shiba _____

Trustee Thill _____

Trustee Travis _____

Trustee Witko _____

Approved by me this 13th day of May 2025.

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

Attested and Filed in my office this
14th day of May 2025.

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

Legislative Summary

Resolution 25-44

AUTHORIZING THE INSTALLATION OF TEMPORARY STREET SIGNS AT SCHOOL STREET AND DEMPSTER STREET IN MORTON GROVE, ILLINOIS, TO HONOR DAN DIMARIA

Introduced:	April 22, 2025
Purpose:	To authorize the installation of temporary street signs at School Street and Dempster Street in Morton Grove, Illinois, to honor Mayor Dan DiMaria upon his retirement. The signage will read “Dan DiMaria Drive”
Background	Upon the retirement of Mayor Dan DiMaria, it is requested that the Village recognize him for his dedication to and accomplishments for the Village of Morton Grove. The signs will be placed in the heart of Morton Grove at School Street and Dempster Street in recognition of the Mayor’s service to this community over the last twenty years.
Departments Affected	Public Works
Fiscal Impact:	Minimal
Source of Funds:	Item was paid for anonymously – no Village funds will be used.
Workload Impact:	Department of Public Works will install and maintain the signs as part of its regular duties.
Administrator Recommendation	Approval
Second Reading:	Not Required
Special Considerations or Requirements:	None

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

RESOLUTION 25-44

AUTHORIZING THE INSTALLATION OF TEMPORARY STREET SIGNS AT SCHOOL STREET AND DEMPSTER STREET IN MORTON GROVE, ILLINOIS, TO HONOR DAN DIMARIA

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 established a policy and a process for the application, approval and installation of temporary street signs to honor Morton Grove residents or employees who have made a significant contribution to the Village; and

WHEREAS, the Village of Morton Grove desires to recognize Mayor Dan DiMaria upon his retirement; and

WHEREAS, Dan DiMaria will be retiring as Mayor for the last 12 years for a total of over 20 years of service to the community; and

WHEREAS, the Village of Morton Grove would also like to honor and recognize Dan DiMaria for his contributions to Morton Grove; and

WHEREAS, the Village Board has determined that it is fitting and proper that in honor of Dan DiMaria’s retirement from the Village after a half-century of dedicated service, honorary street signs in his honor should be installed at School Street and Dempster Street for a period of twelve (12) months.

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 herein thereby making the findings as hereinabove set forth.

SECTION 2: The Corporate Authorities of the Village hereby authorizes and directs the Public Works Director or his designee to fabricate and install temporary street signs on the existing street or sign poles located in the School Street and Dempster Street to honor Dan DiMaria. The signs shall read “Dan DiMaria Drive”. Within twelve (12) months after the signs are installed, they shall be removed and given to Dan DiMaria.

SECTION 3: Nothing in this Resolution shall be construed to change the official name or legal status of the street.

SECTION 4: This resolution shall be in full force and effect after its passage, approval and publication as provided by law.

Passed this 13th day of May 2025

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

Approved by me this 13th day of May 2025

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

Attested and Filed in my office this
14th day of May 2025

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