



VILLAGE BOARD OF TRUSTEES REGULAR MEETING NOTICE/AGENDA

June 14, 2021 7:00 pm

THE RICHARD T. FLICKINGER MUNICIPAL CENTER, COUNCIL CHAMBERS
6101 CAPULINA AVE, MORTON GROVE, IL 60053

COVID-19 NOTICE

In accordance with the Illinois Open Meetings Act, all Village Board and Commission meetings are open to the public. However, during the current Coronavirus pandemic (COVID-19), we ask that individuals not attend public meetings if they have within the past 14 days, tested positive for COVID-19, have been in contact with another person who has tested positive for COVID-19 during the past 14 days, or have any symptoms associated with COVID-19. All persons attending meetings should adhere to the Center for Disease Control's social distancing recommendations including keeping at least 6-feet between persons and wearing a face covering when keeping a 6-foot distance from others cannot be maintained. The Village cannot know or be responsible if persons attending public meetings are infected with the COVID-19 virus and transmit this virus to other attendees.

Members of the public may physically attend the meeting or may observe the meeting via the live stream link found at: www.mortongroveil.org/stream. Public comments can be given at the designated time on the agenda by persons physically attending the meeting or by email to the Village Administrator at rczerwinski@mortongroveil.org. Note: Emailed comments received at least one hour before the meeting will be read into the record during the meeting.

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Approval of Minutes – Regular Meeting – May 10, 2021**
- 4. Special Reports**
 - a. Swearing in Firefighter - Joe Ferrici.
 - b. Outstanding Neighbor Recognition – Joan Gerage
 - c. Presentations by Nicor & ComEd
 - d. Awards Presentation - Passport to a Greener Morton Grove Winners
- 5. Public Hearings – None**
- 6. Plan Commission Reports**
- 7. Residents' Comments (agenda items only)**

8. **President's Report** – *Administration, Comprehensive Plan, Council of Mayors, Northwest Municipal Conference, Strategic Plan Committee*

9. **Clerk's Report** – *Condominium Association, Strategic Plan Committee*

10. **Staff Report**

a. Village Administration

- 1) **Ordinance 21-06:** Amending Title 4, Chapter 2 Entitled "Definitions" and Title 4, Chapter 6D, Entitled "Liquor Control" Section 8 Entitled "License Classifications and Fees", Section 13 Entitled "Regulations for Licensees and Section 14 Entitled "Regulations for Licensees Operating Video Gaming Terminals on the Licensed Premise" and Title 1 Chapter 11 Section 4 Entitled "Fees And For Specific Permits, Licenses, Certificates, And Services"

b. Corporation Counsel

11. **Reports by Trustees**

a. **Trustee Grear** – *Police Department, Police Pension Bd, Police Facility Committee, Plan Commission/Zoning Board, Lehigh/Ferris TIF, Special Events Commission (Trustee Minx)*

b. **Trustee Khan** – *IT, Legal Department, Traffic Safety Commission, Emergency Management Agency (Trustee Travis)*

c. **Trustee Minx** – *Finance Department, Finance Advisory Commission, Appearance Commission, Capital Projects, Waukegan Road TIF (Trustee Grear)*

d. **Trustee Thill** – *Advisory Commission on Aging, Family and Senior Services Department, SWANCC, Building Department, Chamber of Commerce, Water Commission (Trustee Witko)*

e. **Trustee Travis** – *Community Relations Commission, Fire Department, Fire Pension Board, RED Center, Fire and Police Commission, NIPSTA (Trustee Khan)*

- 1) **Resolution 21-37:** Authorizing the Purchase of a 2021 E-One Cyclone Pumper E-Max

f. **Trustee Witko** – *Farmers' Market, Public Works Department, Community and Economic Development Department, Economic Development Commission, Environment and Natural Resource Commission, Dempster Street Corridor Plan, Sawmill Station TIF (Trustee Thill)*

- 1) **Resolution 21-33:** Authorizing the Execution of a Service Contract Extension with A Plus Quality Service Inc. for Janitorial Cleaning Services

- 2) **Resolution 21-34:** Authorizing a Contract with Hoerr Construction Inc., for the 2021 Sewer Lining Program Contract B

- 3) **Resolution 21-35:** Authorizing a Contract with Meade, Inc., for Repairing Traffic Signal Equipment
- 4) **Resolution 21-36:** Authorizing a Contract with Path Construction Company, Inc., for the 2021 Beckwith Bridge Rehabilitation
- 5) **Resolution 21-38:** Authorizing an Intergovernmental Agreement with Pace, the Suburban Bus Division of the Regional Transportation Authority, for Pulse Dempster Line Stations

12. Other Business

- 13. Presentation of Warrants** - \$1,440,542.39 (May 24, 2021)
\$508,629.69 (June 14, 2021)

14. Residents' Comments

15. Adjournment

**MINUTES OF A REGULAR MEETING OF THE PRESIDENT
AND THE BOARD OF TRUSTEES OF THE VILLAGE OF MORTON GROVE
MORTON GROVE AMERICAN LEGION POST #134 CIVIC CENTER
MAY 10, 2021**

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 Board and assemblage in the Pledge of Allegiance.
- II. Village Clerk Eileen Harford called the roll. Present were Trustees Bill Grear, Rita Minx, John Thill, Connie Travis, and Janine Witko. Trustee Ed Ramos was absent with notice.

III.

APPROVAL OF MINUTES

Mayor DiMaria asked for an approval of the Minutes of the Regular Board Meeting of April 26, 2021. Trustee Minx moved to accept the Minutes as presented, seconded by Trustee Grear. **Motion passed unanimously (with 1 absent) via voice vote.**

IV.

SPECIAL REPORTS

1. Passport to a Greener Morton Grove: Announcement of Winners
 - a. Mayor DiMaria said it was his honor to announce the winners of the Village's Passport to a Greener Morton Grove Contest. He thanked everyone who participated in this challenge to conserve energy. The Village received 80 entries and randomly selected five (5) winners:
 - First prize: Estefania Sanchez, who wins a \$200 Google Smart Home Thermostat donated by ComEd

Additionally, the following four residents won their choice of either an Eastern Red Bud tree, a Magnolia Ann tree, a Norway Spruce tree, or a Colorado Blue Spruce tree. These trees were donated by Nicor and Ranieri's Landscaping Solutions.

- Mamoona Omer
- Lee A. Bowman
- Janice Goldader
- Danita Cherny

Mayor DiMaria thanked the sponsors of this contest and congratulated all the winners.

IV. **SPECIAL REPORTS** (continued)

2. Next, Mayor DiMaria proclaimed the week of May 22–28, 2021 as “National Safe Boating Week.” He noted that, on average, 600 people die each year in boating-related accidents in the U.S., with 79% of those fatalities caused by drowning. He added that a significant number of boaters who lose their lives by drowning each year would be alive today had they worn life jackets. The mayor encouraged all those who boat to practice safe boating habits and wear a life jacket at all times while boating.

V. **PUBLIC HEARINGS**

NONE

VI. **PLAN COMMISSION REPORTS**

NONE

VII. **RESIDENTS’ COMMENTS (Agenda Items Only)**

NONE

VIII. **PRESIDENT’S REPORT**

Mayor DiMaria had no report this evening.

IX. **CLERK’S REPORT**

Clerk Harford presented **Resolution 21-32, Accepting the Canvass Results and Proclamation for the April 6, 2021 Consolidated Election.**

- a. Clerk Harford said this resolution will formally accept, confirm, announce, and record the results of the April 6, 2021 Consolidated Election. The election was held for the office of Village President for a four-year term, Village Clerk for a four-year term, and three offices of Village Trustee, each for a four-year term. Three candidates ran for three offices for Library Trustee, each for a six-year term. All seats in this election were uncontested.
- b. Daniel P. DiMaria was re-elected as Village President with 1,147 votes; Eileen Scanlon Harford was re-elected as Village Clerk with 1,110 votes; William “Bill” Grear was re-elected as Village Trustee with 1,037 votes; Saba M. Khan was elected as Village Trustee with 1,016 votes; and Constance J. “Connie” Travis was re-elected as Village Trustee with 1,010 votes.
- c. Laima Puzzo was elected to the office of Library Trustee with 955 votes; Tamara Jost was elected as Library Trustee with 1,007 votes; and Erich Monzon was elected Library Trustee with 937 votes.

IX. CLERK'S REPORT (continued)

- d. Clerk Harford stated that the Board of Elections of Cook County, Illinois has proclaimed, and this Resolution confirms, the certification of these newly elected officials:
- Daniel P. DiMaria, Village President
 - Eileen Scanlon Harford, Village Clerk
 - William "Bill" Gear, Village Trustee
 - Saba M. Khan, Village Trustee
 - Constance J. "Connie" Travis, Village Trustee
 - Laima Puzzo, Library Trustee
 - Tamara Jost, Library Trustee
 - Erich Monzon, Library Trustee

Mayor DiMaria asked for a motion to approve this Resolution. Trustee Minx moved to approve Resolution 21-32, seconded by Trustee Witko.

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

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

X. STAFF REPORTSA. Village Administrator:

Mr. Czerwinski had no report this evening.

B. Corporation Counsel:

Corporation Counsel Liston had no report this evening.

XI. TRUSTEES' REPORTSA. Trustee Gear:

Trustee Gear had no report this evening.

B. Trustee Minx:

Trustee Minx had no report this evening.

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

C. Trustee Ramos:

Trustee Ramos was absent—no report.

D. Trustee Thill:

Trustee Thill had no report this evening.

XI. Trustee Travis:

E. Trustee Travis had no report this evening.

F. Trustee Witko:

1. Trustee Witko provided an update from the Environment and Natural Resources Commission (ENRC).
 - a. She reminded the assemblage that the ENRC is hosting the “Kids for a Greener Morton Grove” challenge during the month of May for 1st to 8th graders to design reusable bags. A winning design will be chosen from three groups: 1st to 3rd grades, 4th to 6th grades, and 7th and 8th grades. The Village will produce these bags and sell them at community events, with the proceeds going to support environmental projects. More information on this can be found on the Village’s website.

XII. **OTHER BUSINESS**

1. Mayor DiMaria introduced his favorite Cook County Commissioner, Larry Suffredin, present this evening to swear in the new Village officials. Mayor DiMaria noted that Commissioner Suffredin was kind enough to be in Morton Grove this evening, even though his own son is being sworn in tonight as an alderman in the City of Evanston.
 - a. Commissioner Suffredin said it was a privilege to be here in Morton Grove. He swore in each of the three Village Trustees, Connie Travis, Saba Khan, and Bill Grear, respectively, followed by Village Clerk Eileen Harford and Village President Dan DiMaria.
 - b. Mayor DiMaria said that he was both humbled and excited to begin his third term in office as the Mayor of “this incredible Village.” He said, together, we’ve faced unprecedented challenges, especially dealing with the negative impacts of COVID-19, and together, we’ve all worked hard and made tough decisions to improve the quality of life for Morton Grove residents, both now and in the future. “Together, we’ve achieved a level of success for which we can all be proud.”

XII.

OTHER BUSINESS (continued)

- c. Mayor DiMaria noted that, “Eight years ago, we started by completing the Village’s first strategic plan. We listened to residents from all neighborhoods and groups in the Village. You told us you loved living in Morton Grove, but had concerns about the Village’s financial security, increased fees (especially water costs), and aging infrastructure. You asked us to attract more businesses, especially restaurants, and host more programs, events, and opportunities for community engagement. You spoke, we listened, and we took action.”
- d. Mayor DiMaria went on list a few of the things that have been accomplished:
 - Establishing a solid staff leadership team to provide high caliber services with excellent customer service; a staff that works together with elected officials to set a course for long-term success;
 - Rebranding of the Village’s logo and tagline to proclaim to our neighbors, visitors, and local businesses that Morton Grove is truly “Incredibly Close and Amazingly Open;”
 - Holding town hall and neighborhood outreach meetings, and listening to all residents on both sides of controversial issues;
 - Partnering with Mather Lifeways and reinvigorating citizen Boards and Commissions, like the Community Relations Commission, Special Events Commission, and our new Environment and Natural Resource Commission, to bring our community together through positive programs and events, including enhancing senior programming, hiring a Village social worker, our Farmers’ Market, which is now French Market, our Adopt-A-Planter program, Community Artists Performance, Community Garage Sale, National Night Out, Citizens’ Police Academy, Outstanding Neighbor recognition program, and of course, our renowned Morton Grove Days.
 - Protecting our environment became a priority, and by negotiating a long-term solid waste contract with stable fees, we had more opportunities for composting and recycling; we created a special Earth Month newsletter; we’re retrofitting our aging equipment to be more energy-efficient; and we’re hosting sustainability contests, programs, and events.
 - Partnering with the Village of Niles to construct a new water main system to buy water from Evanston, resulting in 3.5 miles of new water main and 20 blocks of newly paved streets. The project is expected to stabilize water rates and save taxpayers \$100 million dollars over 40 years—money that will be reinvested in improving our aging infrastructure.
 - Improving economic development was another priority, which resulted in new shopping and dining opportunities, such as McGrath Audi, Moretti’s, Coopers Hawk, Raising Cane, and the Sawmill Station shopping center, which, when complete, will include over 200,000 square feet of retail development, 250 new luxury apartments, and yes, a grocery store.
- e. Mayor DiMaria said that all of this has been accomplished in addition to establishing a long-term plan to increase pension funding, improving the Village’s financial position, replacing aging infrastructure, and stabilizing the Village’s bond rating, all with minimal tax increases.
- f. Mayor DiMaria said, “Although we’ve accomplished many of our goals, there is still more to do. That’s why I ran for election again.” He went on to list his goals for the next four years:

XII.

OTHER BUSINESS (continued)

- g.
 - Address the obsolete conditions at Village Hall and the Police Station. We're at the point where it is neither safe nor fair for our employees to work in the poor conditions of these facilities.
 - Reengage the community to update the Village's Strategic Plan.
 - Continue to provide high levels of service.
 - Continue to embrace diversity and promote community pride.
 - Support our local businesses and attract new businesses to improve the quality of life and produce new taxes to provide tax relief to Village homeowners.
 - h. Mayor DiMaria said his promise is that, if we continue to work together, we will exceed expectations to make More Grove all that it can be today, tomorrow, in the future, and forever.
 - i. He thanked his team, including new Trustee Saba Khan, all members of the current Board of Trustees and former Board members, including Trustee Ed Ramos, who is retiring this evening, Trustee John Pietron, Trustee Shel Marcus, and Trustee Maria Toth; the entire Village staff, and most importantly, the residents of Morton Grove.
 - j. Mayor DiMaria said, on the night he was first sworn in as Village President, he shared one of his favorite quotes from Henry Ford, and felt it was worth repeating tonight: "Coming together is a beginning, staying together is progress, and working together is success." He said he believes that the Board, for the last eight years and the next four years, will continue to work together, along with the Park District Board, to make Morton Grove a better place to live.
 - k. Mayor DiMaria congratulated and thanked everyone for our success, and gave credit to the residents who gave the Board input when it was needed; who let the Board know when there were problems, and who told the Board what they wanted. He said "We didn't do this alone, the residents did it—this is a team effort, and the residents are part of our amazing team."
 - l. Mayor DiMaria closed by saying, "Let's stay together and keep moving Morton Grove forward!"
2. Mayor DiMaria noted that a presentation had been planned for retiring Trustee Ed Ramos, but since he's ill tonight, that will take place later.
 3. Mayor DiMaria said he'd like to go around the table and give his fellow newly-elected Board members the opportunity to make some comments.
 4. Trustee Grear thanked Commissioner Suffredin and said it was an honor for him and his colleagues to be sworn in by him. Trustee Grear said he was reminded earlier this evening that this will be the start of his fourth term as Trustee—he could hardly believe it. He said his colleagues are super, the residents are even better, and the Village staff was unbelievable. Led by Village Administrator Ralph Czerwinski, Trustee Grear said the Village's amazing staff makes all of the Board members look good. He said he was born and raised in Morton Grove and is now 63. The Village is in his blood, and he's happy to spend 16 years as a trustee. Lastly, he thanked his family and friends.

XII. **OTHER BUSINESS** (continued)

5. Trustee Khan thanked everyone here tonight for trusting her. She thanked her family, including those present and other family members in Washington, DC and in Canada.
 - a. Trustee Khan gave some background on herself for those who don't know her well, noting that she has served eight years on the Village's Plan Commission/Zoning Board of Appeals. Her profession is Periodontist and Implant Surgeon. Her belief is that, if you are passionate about something, nothing is too hard for you. She felt the time was right for her to run. She comes from a family of immigrants and wants to make her family, and this Village, proud of her. She thanked her husband Mazhar and said he "grounds" her. She introduced two of her children, and said her children are her "why." She thanked her parents, saying that her dad installed the value of community work in her and her siblings. "You have got to give back to the community," he always told her. She wants to instill those same values in her children. She thanked Trustee Ed Ramos for his time serving the Village, and said she hoped he will still participate in the Village in some role.
 - b. Trustee Khan said she is looking forward to continuing to serve the Village as a member of this esteemed team.
6. Clerk Harford congratulated her fellow Board members and thanked all the residents who cast a vote for her. She thanked her husband and children for their love and support, and thanked her father, the late Mayor Dan Scanlon, and her grandfather, the late Leo Dumont, for being such wonderful role models.
7. Trustee Travis said it's an honor to be re-elected, and she appreciates all those who voted for her. She said she's excited and energized by what has already been accomplished, and wants to continue the progress we've made. She thanked her husband, son, and fellow Board members for all of their support.

XIII. **WARRANTS**

Trustee Minx presented the Warrant Register for May 10, 2021 in the amount of \$1,082,392.55. She moved to approve the Warrant Register as presented, seconded by Trustee Witko.

Motion passed: 5 ayes, 0 nays. 1 abstain.

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

XIV. **RESIDENTS' COMMENTS**

1. Mr. Czerwinski noted that he had not received any residents' comments electronically for tonight's meeting.

XIV.

RESIDENTS' COMMENTS (continued)

2. **Rudy Vilk** congratulated the Board members on being re-elected. He said he is unhappy with Trustee Gear because he feels Trustee Gear is disrespectful towards him.

3. **Ahkter Sadiq, 5736 Main Street**, a 32-year resident, congratulated the Board. He was requesting that the Board send a message of condemnation to our national and state representatives regarding the grim situation in Jerusalem, with the military going into the mosque and trying to evacuate people from their homes.

XV.

ADJOURNMENT

There being no further business before the Board, Trustee Minx moved to adjourn the meeting, seconded by Trustee Thill.

Motion passed: 6 ayes, 0 nays.

Tr. Gear aye
Tr. Thill aye

Tr. Khan aye
Tr. Travis aye

Tr. Minx aye
Tr. Witko aye

The meeting adjourned at 7:38 p.m.

PASSED this 14th day of June, 2021.

Trustee Grear	_____
Trustee Khan	_____
Trustee Minx	_____
Trustee Thill	_____
Trustee Travis	_____
Trustee Witko	_____

APPROVED by me this 14th day of June, 2021.

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

APPROVED and FILED in my office this 15th day of June, 2021.

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

Minutes by Teresa Cousar

Legislative Summary

Ordinance 21-06

AMENDING TITLE 4, CHAPTER 2 SECTION 1 ENTITLED “DEFINITIONS” AND TITLE 4, CHAPTER 6D, ENTITLED “LIQUOR CONTROL” SECTION 8 ENTITLED “LICENSE CLASSIFICATIONS AND FEES” SECTION 13 ENTITLED “REGULATIONS FOR LICENSEES AND SECTION 14 ENTITLED “REGULATIONS FOR LICENSEES OPERATING VIDEO GAMING TERMINALS ON THE LICENSED PREMISE” AND TITLE 1 CHAPTER 11 SECTION 4 ENTITLED “FEES FOR SPECIFIC PERMITS, LICENSES, CERTIFICATES, AND SERVICES”

Introduced:	June 14, 2021
Purpose:	To update Village Code provisions relating to liquor licenses and video gaming permits.
Background:	<p>The Code amendments set forth in this ordinance are intended to:</p> <ul style="list-style-type: none">• Update the definition of a “licensed premise” to include designated outdoor area,• Update the definition for a Class “A” liquor license to remove the requirement for a designated bar area,• Add separate classes of liquor licenses which are permitted to operate video gaming terminals,• Add an ancillary license to allow licensees authorized to sell and serve alcoholic liquor for on-premise consumption to also sell package sale of alcoholic liquor for off-premise consumption,• Add an ancillary license to allow licensees authorized to sell alcoholic liquor for off-premise consumption to permit on-site tastings,• Add an ancillary license to allow licensees authorized to sell and serve alcoholic liquor for on-premise consumption to also sell or serve alcoholic liquor in designated outdoor areas,• Add a new license permitting the sale of alcohol in temporary outdoor markets,• Add new licenses which permit the complimentary service of alcohol by hotels, and certain retail and service establishments,• Incorporate new state statute provisions for the delivery of alcoholic liquor,• Update the Village’s Fee Ordinance to establish application and license fees for said new licenses, and• Allow additional video gaming permits to be issued to holders of class E and M licenses pursuant to an economic development agreement dated after August 1, 2021 so long gaming revenue received by the licensee comprises thirty percent (30%) or less of the establishment's gross revenue. <p>These Code amendments will take effect immediately except licenses issued to current liquor license holders will remain in place through the end of 2021.</p>
Affected Departments	Administration, Legal, Economic Development and Finance
Fiscal Impact:	Liquor license and video gaming application and annual fees are expected to off-set the cost to monitor and administrate these permits and licenses
Source of Funds:	N/A
Workload Impact:	The Village Administrator, Planner, Finance Director and Corporation Counsel will implement these Code changes as part of their normal duties
Administrator Recommendation:	Approval as presented.
Second Reading:	Required, June 28, 2021
Special Considerations:	None

Submitted by: Ralph E. Czerwinski, Village Administrator

Reviewed by: Teresa Hoffman Liston, Corporation Counsel

Reviewed by: Hanna Sullivan Finance Director

Prepared by: Zoe Heidorn, Planner

ORDINANCE 21-06

AMENDING TITLE 4, CHAPTER 2 ENTITLED “DEFINITIONS” AND TITLE 4, CHAPTER 6D, ENTITLED “LIQUOR CONTROL” SECTION 8 ENTITLED “LICENSE CLASSIFICATIONS AND FEES”, SECTION 13 ENTITLED “REGULATIONS FOR LICENSEES AND SECTION 14 ENTITLED “REGULATIONS FOR LICENSEES OPERATING VIDEO GAMING TERMINALS ON THE LICENSED PREMISE” AND TITLE 1 CHAPTER 11 SECTION 4 ENTITLED “FEES FOR SPECIFIC PERMITS, LICENSES, CERTIFICATES, AND SERVICES”

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

WHEREAS, the Village has a policy of regularly reviewing and revising its Municipal Code, as necessary, to ensure the provisions of the Code remain compliant with contemporary statutes and relevant to the current operations and requirements within the Village; and

WHEREAS, Village staff has reviewed the Village’s code sections regarding the classifications, conditions and fees related to the sale and service of liquor and- the operation of video gaming terminals and has recommended certain Village Code chapters and sections be revised in order to:

- A. Update the definition of a “licensed premise” to include designated outdoor area,
- B. -Update the definition for a Class “A” liquor license to remove the requirement for a designated bar area,
- C. Add separate classes of liquor licenses which are permitted to operate video gaming terminals,
- D. Add an ancillary license to allow licensees authorized to sell and serve alcoholic liquor for on-premise consumption to also sell package sale of alcoholic liquor for off-premise consumption,
- E. Add an ancillary license to allow licensees authorized to sell alcoholic liquor for off-premise consumption to permit on-site tastings,
- F. Add an ancillary license to allow licensees authorized to sell and serve alcoholic liquor for on-premise consumption to also sell or serve alcoholic liquor in designated outdoor areas,
- G. Add a new license permitting the sale of alcohol in temporary outdoor markets,
- H. Add- new licenses which permit the complimentary service of alcohol by hotels, and certain retail and service establishments,
- I. Incorporate new state statute provisions for the delivery of alcoholic liquor, and

- J. Update the Village's Fee Ordinance to establish application and license fees for said new licenses.
- K. Allow additional video gaming permits to be issued to holders of class E and M licenses pursuant to an economic development agreement dated after August 1, 2021 so long as gaming revenue received by the licensee comprises thirty percent (30%) or less of the establishment's gross revenue.

WHEREAS, the proposed amendments are in the Village's best interest.

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

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

SECTION 2: Title 4, Chapter 2, Section 1 entitled "Definitions" of the Municipal Code of the Village of Morton Grove is hereby amended to amend the definition for "Licensed Premises" to read as follows:

LICENSED PREMISES: The ~~permanent~~building, structure, or designated area for which a certificate of compliance has been issued or housing a licensed business described in the application for the license, or the place where a business or nonresidential use to be covered or covered by the certificate of compliance or the license is to be, or is carried on, but not including parking lots and ~~property~~other outside ~~such permanent structure areas~~ unless otherwise specified in the license. ~~Said premises may include designated outdoor areas such as decks and patios adjacent to said permanent structure.~~

SECTION 3: Title 4, Chapter 6D, Section 8 -entitled "License Classifications and Fees" of the Municipal Code of the Village of Morton Grove is hereby amended to read as follows:

4-6D-8: LICENSE CLASSIFICATIONS AND FEES

Licenses shall be divided into the following classes:

1. Class A, full liquor: Licenses which shall authorize the retail sale on the premises specified of alcoholic liquors for consumption only on said premises. The alcoholic

beverage sales of a Class A license shall make up at least fifty percent of the total annual gross revenue of the establishment from all sources, ~~or in the alternative, the licensed premise must have a dedicated bar area as determined by the Liquor Commissioner or his designee and that area must be at least 400 square feet.~~ The Licensee, shall upon request, provide copies of all documents verifying the gross sales of the establishment, including without limitation, audited financial statements, corporate financial reports, tax return information, state liquor license reports, or any other form of information deemed acceptable by the Village. ~~Package sales for consumption off the premise~~ No more than eight (8) Class A licenses shall be allowed by special permit at any one time.

2. ~~Class A-V, full liquor and video gaming: Licenses which shall authorize the retail sale of alcoholic liquors for consumption only on the premises in accordance with all requirements for a Class A license, pursuant to this section, and authorize the operation of video gaming devices upon the licensed premises. No more than six (6) Class A-V licenses shall be allowed at any one time.~~
- 2.3. ~~Class B, beer/wine: Licenses which shall authorize the retail sale of beer and wine for consumption only on the premises specified. Package sales for consumption off the premises~~ No more than eleven (11) Class B licenses shall be allowed by special permit at any one time.
- 3.4. ~~Class C, club consumption on premises: Licenses which shall authorize the retail sale of alcoholic liquors for consumption only on the premises in any "club", as defined in this chapter. No more than three (3) Class C licenses shall be allowed at any one time.~~
5. ~~Class C-V, club consumption on premises and video gaming: Licenses which shall authorize the retail sale of alcoholic liquors for consumption only on the premises in any "club", as defined in this chapter, and authorize the operation of video gaming devices upon the licensed premises. No more than two (2) Class C-V licenses shall be allowed at any one time.~~
- 4.6. ~~Class D, full package sale: Licenses which shall authorize the retail sale of alcoholic liquors, only in original packages for consumption off the premises and not for consumption on the premises where sold. No more than two (2) Class D licenses shall be allowed at any one time.~~
7. ~~Class E, restaurant, full liquor: Licenses which shall authorize the retail sale on the premises if a restaurant, as defined in Title 12, specified the on-premises retail sale of alcoholic liquors for consumption only on said premises. Package sales~~ No more than twenty (20) Class E licenses shall be allowed at any one time.
- 5.8. ~~Class E-V, restaurant, full liquor and video gaming: Licenses which shall authorize a restaurant, as defined in Title 12, the on-premises retail sale of alcoholic liquors for consumption off only on said premises and shall authorize the premises shall be allowed by special permit. operation of video gaming devices upon the licensed premises. No more than two (2) Class E-V licenses shall be allowed at any one time except for E-V licenses issued pursuant to an economic development agreement between the Village and the licensee dated after August 1, 2021 in compliance with the conditions set forth in 4-6D-14:A.~~
- 6.9. ~~Class F, food/specialty stores, full package sale: Licenses which shall authorize the retail sale of alcoholic liquors, only in original packages for consumption off the premises at an establishment where the principal business is gasoline, groceries or drugstore items, and is not the sale of alcoholic liquor. No more than fifteen (15) Class F licenses shall be allowed at any one time.~~

- ~~7.10.~~ Class G, special event: Licenses which shall authorize the retail sale of alcoholic liquor only for consumption on the premises for special events as defined by this chapter.
- ~~8.11.~~ Class H, caterers, full liquor: Licenses which shall authorize the sale of alcoholic liquors for consumption on the premises where served and limited to invited guests at private functions. Such licenses shall be issued only to caterers as defined by this chapter and having a current Morton Grove business license. Catering establishments holding class H licenses must have food service available when liquor is being served. No more than five (5) Class H licenses shall be allowed at any one time.
- ~~9.12.~~ Class I, caterers, beer/wine: Licenses which shall authorize the sale of beer and wine for consumption on the premises where served and limited to invited guests at private functions. Such licenses shall be issued only to caterers as defined by this chapter and having a current Morton Grove business license. Catering establishments holding class I licenses must have food service available when beer and wine are being served. No more than five (5) Class I licenses shall be allowed at any one time.
- ~~10.13.~~ Class J, temporary off premises: ~~Licenses sales: Ancillary license~~ which shall authorize a ~~holder of a class A, B, C, or E license~~ licensee authorized to sell ~~alcohol (or alcoholic liquors for a class B license holder on premises consumption to sell beer and wine)~~ alcoholic liquors in packages for consumption at a designated premises other than off the licensee's licensed premises ~~for a specific period not to exceed three (3) days.~~
- ~~11.14.~~ Class K temporary, tasting permit: Ancillary license which shall authorize a holder of a class ~~A, B, D, E~~ or grocery stores holding a class F license to provide small quantity tastings of alcoholic liquor on the licensed premises. For the purpose of this section, "tastings" shall be defined as "small quantity samplings of alcoholic liquor for on-premises tasting purposes only in conjunction with a sales promotional effort. ~~Said permit shall not exceed more than a six (6) hour period, and no more than one permit per week shall be issued to any licensee.~~ upon the licensed premises in the following amounts: distilled spirits ¼ oz, wine 1 oz., and beer 2 oz. All dispensing of such tastings must take place in a designated area of the licensed premises and shall be supervised by a person who has completed an alcohol sales and service training program.
- ~~12.15.~~ Class L BYOB permit: License which authorizes a restaurant, as defined in Title 12, to allow the consumption of wine and beer not purchased from the restaurant but brought to the restaurant by a customer under the provisions set forth in 4-6D-~~13J~~. 13:J. No more than fifteen (15) Class L licenses shall be allowed at any one time.
- ~~13.16.~~ Class M Microbrew Pub: License which authorizes the licensee to manufacture beer on the licensed premise and to sell and offer liquor, beer (including the beer manufactured on the premise), and wine for consumption on the premise, and to sell the beer manufactured on the licensed premise at retail for off premise consumption. Food service offering meals (as opposed to light snacks) shall be available each day within the premise at all times until two ~~hour~~hours prior to the time the premise closes to the public. Such food service may be more limited than a full menu after 9:00 pm. ~~Video gaming shall not be permitted for Class M licensees unless the licensed premise has a dedicated bar area of at least 400 square feet as determined by the Liquor Commissioner or his designee.~~ No more than two (2) Class M licenses shall be allowed at any one time.
- ~~14.17.~~ Class M-V, Microbrew Pub, and video gaming: License which authorizes the licensee to operate a Microbrew Pub in accordance with a Class M license, pursuant to this section, and authorize the operation of video gaming devices upon the licensed

premises. No more than two (2) Class M-V licenses shall be allowed at any one time except for M-V licenses issued pursuant to an economic development agreement between the Village and the licensee dated after August 1, 2021 in compliance with the conditions set forth in 4-6D-14:A. Class N Video Gaming Café: License that authorizes the retail sale of alcoholic liquor in video gaming cafes for consumption on the premise. A Class N licensed premise must have least 1,500 but not more than 3,000 square feet of public space and have a maximum table seating capacity in the dining area of twenty-five persons. No person under the age of 21 shall be allowed in a Class N licensed premise. Food service offering meals (as opposed to light snacks) shall be available each day within the premise at all times until two ~~hour~~hours prior to the time the premise closes to the public. Such food service may be more limited than a full menu after 9:00 pm. A Class N license must have and maintain all required video gaming licenses and video terminal permits in good standing and shall comply with all provisions of ~~the~~this Code and the Illinois Video Gaming Act and all rules, regulations and restrictions imposed by the Illinois Gaming Board. No more than four (4) Class N licenses shall be allowed at any one time; this number shall be reduced by the number of Class B licenses holding video game permits.

18. Class O, Outdoor Patio: Ancillary license which authorizes a licensee holding a license authorized to sell alcoholic liquors for on-premises consumption to sell alcoholic liquors for on-premises consumption in a completely enclosed adjacent outdoor area. Such areas, including decks and patios, shall be adjacent to the permanent structure of a licensed premises. Any licensed outdoor patio shall have adequate visual screening and noise barriers from the public rights-of-way and from structures on adjoining parcels, subject to review and approval by the Liquor Commissioner or his designee.
19. Class P, Outdoor Temporary Market: License which authorizes the retail sale of beer and wine in its original package, not for consumption on the premises, of a permitted outdoor temporary market. The market shall be under the control or authorization of the Village, with a valid agreement between the parties for use of a booth or location at the market. It shall be lawful to permit tastings within the booth or designated sales area. For the purpose of this section, "tastings" shall be defined as 'small quantity samplings of alcoholic liquor for on-premises tasting purposes only in conjunction with a sales promotional effort' upon the licensed premises in the following amounts: distilled spirits ¼ oz., wine 1 oz. and beer 2 oz. All dispensing of such tastings shall be supervised by a person who has completed an alcohol sales and service training program. No more than four (4) Class P licenses shall be allowed at any one time
20. Class Q, Hotel: License which authorizes a hotel to allow the complimentary service and on-premises consumption of alcoholic liquors to registered guests between the hours of 4:00 p.m. and 7:00 p.m. Hors d'oeuvres or other food shall be continuously available during the hours when alcoholic liquors are served. Service of the alcoholic liquors and food shall take place in a room or area separated from the lobby of the hotel. No more than five (5) Class Q licenses shall be allowed at any one time
21. Class R, Complimentary Service: License which authorizes retail and service establishments to allow the complimentary service and consumption of beer and wine by its patrons that is served by the business as a compliment to the patron's purchase of goods or services offered by the business (complimentary service). A class R license shall be subject to requirements set forth in in 4-6D-13:K. No more than ten (10) Class R licenses shall be allowed at any one time.

- B. All application, investigation, fingerprinting and annual license fees shall be paid at the filing of the application. In the event a license is not issued, any annual license fee prepaid with an

application shall be refunded in an amount set forth in Title 1, Chapter 11 of this Code. All application and investigation fees shall be retained by the Village regardless of whether or not the person is granted a license. (Ord. 20-12, 6-22-2020)

- C. No more than the maximum number of licenses set forth shall be issued for any class of licenses. Each applicant for a license shall pay the fees set forth in Title 1, Chapter 11 of this Code (Ord. 20-12, 6-22-2020)

SECTION 4: Title 4, Chapter 6D Section 13 entitled "Regulations for Licensees" of the Municipal Code of the Village of Morton Grove is hereby amended to read as follows:

4-6D-13: REGULATIONS FOR LICENSEES

- A. Condition of Licensed Premises: All licensed premises shall be kept in a clean and sanitary condition and shall be governed by the ordinances of the Village regulating the condition of the premises used for the storage or sale of food for human consumption.
- B. Hours of Sale or Consumption: No licensee shall permit any alcoholic liquor to be sold or given away or consumed on a licensed premises between the hours of two o'clock (2:00) A.M. and six o'clock (6:00) A.M. on weekdays and Saturday; and between the hours of three o'clock (3:00) A.M. and ten o'clock (10:00) A.M. on Sunday. Class A, B, C, E, H, I, J& L licensees must stop the sale and serving of alcohol by 1:30 AM on weekdays and Saturday, and by 2:30 AM on Sunday.
- C. Lights and Signs: All lights of all outside advertising display or illuminating signs of licensed premises shall be turned off at one o'clock (1:00) A.M. on weekdays and Saturday, and two o'clock (2:00) A.M. on Sunday.
- D. License Posted In Plain View: Each licensee shall cause his license to be framed and hung in plain view in a conspicuous place on the licensed premises.
- E. Books and Records: Each licensee shall make his books and records available upon reasonable notice for the purpose of investigation and control by the liquor commissioner. Such books and records shall be maintained in the State of Illinois, unless access to the records is available electronically.
- F. Sign Required; Violation: Every licensee shall post in plain view on the licensed premises an eight and one-half inch by eleven inch (8 1/2" x 11") sign with the following message: "Government Warning: According To The Surgeon General, Women Should Not Drink Alcoholic Beverages During Pregnancy Because Of The Risk Of Birth Defects". The local liquor control commission shall furnish a copy of this sign upon request. If the licensee fails to post said sign within seven (7) days after receiving a written warning, he shall be fined in accordance with title 1, chapter 4 of this Code for each such violation, and each day the violation continues shall constitute a separate offense.

~~1. Outdoor Areas Adjacent To Licensed Premises: Subject to all applicable Village ordinances, the local liquor control commissioner may allow the sale and consumption of alcoholic liquor in completely enclosed outdoor areas such as decks and patios adjacent to the permanent structure of a licensed premises so long as he determines said sale and consumption shall not adversely impact the peace, health, safety or welfare of the surrounding neighborhood. Said determination is subject to review and reconsideration on an annual basis.~~

~~2. Video Recording And Monitoring: Unless waived in writing by the liquor commissioner, the holder of a class D or class F license and any licensee who has video gaming terminals on the licensed premise shall install and maintain in good working order video recording and monitoring equipment pursuant to specifications as determined from time to time by the Chief of Police and~~

shall maintain video recordings for a period of at least fourteen (14) days after each sale. Video recordings must be accessible remotely to the Chief of Police upon request at anytimeany time. A written notice that "all sales of alcohol are video recorded" shall be posted near the point of sale. Holders of class D or F licenses shall record all persons entering and leaving the building and all sales of alcohol. Licensees who have video gaming terminals shall record all persons entering or leaving the building, the operation and playing of all video gaming terminals, and all payouts/distributions of winnings from gaming activities. ~~Any class D or F licensee who had installed approved video recording equipment prior to August 13, 2012 shall not be required to replace or upgrade its video recording equipment to comply with this subsection until the first to occur of the following:~~

- ~~1. The video recording equipment fails to properly record or save recordings~~
- ~~2. The licensee is found to have violated any section of this chapter.~~

G. ~~January 1, 2015.~~

H. Responsible Alcohol Service Training Required:

1. Each manager of any licensed premise and each person engaged in the sale, serving or giving away of any alcohol, spirits, wine, beer or other alcoholic beverages and/or the checking of identification for the purchase or consumption of alcoholic beverages or for entry into the premise of an establishment selling or serving alcoholic beverages, must possess a valid alcohol education and training certificate issued through a state licensed BASSET program within the past three years.
2. Each licensee shall maintain on the licensed premise and with the liquor commissioner a copy of each manager's and employee's current BASSET program completion certificate.
3. No local liquor licensee shall allow alcoholic liquor to be sold, served, or delivered except by a person who has been issued a BASSET program completion certificate within the past three years.

I. BYOB Licensees: The following provisions apply to holders of Class "L" (BYOB Licenses, and are in addition to all other requirements set forth in this chapter.

1. The hours of BYOB wine service shall occur only between 3:00 pm and 11:59 pm.
2. No more than one .75-liter bottle of wine or 48 ounces of beer per patron over the age of 21 shall be permitted to be consumed at any table or booth.
3. The licensee shall only permit BYOB service to occur on the premise in conjunction with the purchase and consumption of a full meal on the licensed premise.
4. Patrons must be seated at a table or booth to consume wine.
5. The licensee may provide glassware and ice to the patron and may uncork the wine, pour it, and shall control its consumption.
6. The licensee may but is not required to charge a corkage fee.
7. All employees who perform corkage duties shall successfully complete an alcohol sales and service training program and shall serve the wine as if it was purchased in the establishment complying with all state and local laws.
8. The licensee shall be liable for violations of this chapter in the same manner as the holder of any other classification of liquor license including but not limited to violations for service to minors and the over-serving of patrons.

J. Complimentary Service Licenses: The following provisions apply to holders of Class "R" (Complimentary Service Licenses), and are in addition to all other requirements set forth in this chapter:

1. Service may be only to customers of the shop or facility and only for consumption of the drink on the premises while the customer is viewing merchandise or waiting for or receiving customary services from the service establishment.
2. The consumption of alcoholic liquor shall only take place during the operating hours of the business, but in no event earlier than 10:00 a.m. or after 10:00 p.m.
3. Advertising the availability of alcohol may not be visible from the exterior of the licensed premises.
4. The complimentary service or consumption of beer or wine at the licensed premises is limited to not more than two (2) twelve-ounce servings of beer or two (2) five-ounce servings of wine by a patron during any single calendar day.
5. A massage establishment, as defined in Title 12, shall be eligible for a Class "R" license only if other health and beauty services are also offered on the premises.

J-K. Access: No licensed premise other than holders of Class "C" licenses shall lock their entrance door during hours of operation. The Chief of Police or his designees and/or any peace officer of the Village of Morton Grove Police Department wearing a uniform or displaying a badge or other sign of authority shall have unobstructed/unhindered immediate access to the licensed premise including but not limited to all outdoor areas during the business hours and/or any time the licensed premise is occupied. The licensee, its agents and/or employees shall allow and/or facilitate said access and shall not hinder or obstruct said access in any manner.

K-L. Transporting Open Liquor: Section 235 ILCS 5/6-33 of the Illinois Liquor Control Act is hereby incorporated by reference with respect to prohibitions against any persons carrying or transporting or possessing liquor in an unsealed and open condition. A licensed premise may permit a patron to remove one unsealed and partially consumed bottle of wine for off-premise consumption provided that the patron has purchased a meal and consumed a portion of the bottle of wine with the meal on the premise. A partially consumed bottle of wine that is to be removed from the premise pursuant to this Section shall be securely sealed by the licensee or an agent of the licensee prior to removal from the premise and placed in a transparent one-time use tamper-proof bag. The licensee or agent of the licensee shall provide a dated receipt for the bottle of wine to the patron.

M. Liquor Delivery: Section 235 ILCS 5/6-29.5 of the Illinois Liquor Control Act is hereby incorporated by reference with respect to permissions for the delivery of unopened original packaged alcoholic liquors by a retailer. State of Illinois 1A Retailer licensees may make deliveries of unopened original packaged alcoholic liquors to consumers within a 30-mile radius of the licensed premises. Deliveries shall be for personal consumption only, and not for resale, and the recipient shall demonstrate upon delivery that he or she is at least 21 years of age. Licensees, as specifically allowed by the Illinois Liquor Control Act, shall be permitted to deliver alcoholic liquor in its original package to a consumer for use or consumption. Such delivery shall be made only within 12 hours from the time the alcoholic liquor leaves the licensed premises of the retailer for delivery. For purposes of this section, "Delivery" means the movement of alcoholic liquor purchased from a licensed retailer to a consumer through the following methods:

1. Delivery within the licensed retailer's parking lot, including curbside, for pickup by the consumer;
2. Delivery by an owner, officer, director, shareholder, or employee of the licensed retailer;
or
- 1-3. Delivery by a third-party contractor, independent contractor, or agent with whom the licensed retailer has contracted to make deliveries of alcoholic liquors.

SECTION 5: Title 4, Chapter 6D, Section 14- entitled “Regulations for Licensees Operating Video Gaming Terminals on the Licensed Premise” of the Municipal Code of the Village of Morton Grove is hereby amended to read as follows:

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

- A. It shall be unlawful for any licensed premise to operate a video gaming terminal, except for Class A-V, C-V, E-V, M-V and N license holders who have and maintain in good standing a video gaming license issued by the Illinois Gaming Board in accordance with the provisions of the Video Gaming Act, 230 ILCS 40/1 et seq. and have all current required permits for each video gaming terminal. Holders of, Class B licenses who have since September 1, 2015, continuously held currently a video gaming license for the licensed premise in good standing may continue to operate video gaming terminals so long as the licensee’s video gaming and liquor license remains in good standing and the licensee complies with all local and state regulations pertaining to the operation of video gaming and the sale of alcohol. No more than 11 licensed premises in the Village may operate video gaming terminals at any one time- except holders of class E and M licenses may be authorized to operate video gaming terminals by the Village Board of Trustees pursuant to an economic development agreement between the Village and the licensee dated after August 1, 2021 if the following requirements are met:
1. The total segregated video gaming area shall be no more than three hundred (300) square feet or twenty-five percent (25%) of the gross floor area of the premises, whichever is less.
 2. The percentage of income received by the licensee from video gaming shall not exceed thirty percent (30%) of the establishment's gross revenue. The licensee shall, upon written request submit documentation showing to the Village to verify that it meets this revenue requirement including, but not be limited to, audited financial statements, corporate financial reports, tax return information, state liquor license reports, or any other form of information deemed acceptable by the Village. At the Village's discretion, the licensed establishment shall be subject to an annual audit to verify compliance with this section.
- B. The annual fee for a video gaming terminal permit sticker issued by the Village of Morton Grove, including the licensed operator fee, shall be assessed a fee in accordance with Title 1, Chapter 11 of this Code. A valid Village video gaming terminal permit sticker shall be clearly displayed at all times on each video gaming terminal. No more than the five video gaming terminals may be located on a Class B licensed establishment’s premise who has since September 1, 2015, continuously held a video gaming license for the licensed premise in good standing. No more than six video gaming terminals may be located on a Class A-V, C-V, E-V, M-V and N licensed establishment’s premise. (Ord. 20-12, 6-22-2020)
- C. All video gaming terminals ~~in Class A and Class M licensed premise~~ shall be located in the dedicated ~~bar areas-area approved by the Liquor Commissioner or his designee.~~ The entrance to all video gaming areas and all video gaming machines must at all times be ~~within the view of~~monitored by at least one employee who is at least 21 years of age.
- D. Video Gaming Terminals must not be visible from any area outside of the building. No licensed premise shall have more than one lighted and one unlighted exterior sign or interior sign visible from the exterior of the premise that advertises the presence of video gaming. Such total signage may not exceed 10 square feet.

- E. No licensed premise having video gaming terminals may be located within 500 feet of any private or public grade school or high school as measured from the border of the school property to the border of the licensed premise unless the licensee as of September 1, 2015, currently holds a video gaming license for the licensed premise in which case it may continue to operate video gaming terminals so long as the licensee's video gaming and liquor license remains in good standing and the licensee complies with all local and state regulations pertaining to the operation of video gaming and the sale of alcohol.
- F. No licensed establishment may cause or permit any person under the age of 21 to use, play or operate a video gaming terminal.
- G. No video gaming terminal may be played except during the legal hours of operation allowed for the consumption of alcoholic beverages at the licensed premise.
- H. The licensed establishment must fully comply with the Illinois Video Gaming Act (230 ILCS 40/1 et seq) and all rules, regulations, and restrictions imposed by the Illinois Gaming Board, which are here as may be amended from time-to-time which are hereby incorporated by reference into this chapter.
- I. The licensed premise shall be video recorded pursuant to Section 4-6D-13(~~(H)~~).
- J. Any violation of this section shall be cause for the immediate suspension or revocation of the liquor license for the licensed premise. ~~And~~Any such suspension shall remain in effect until the licensee demonstrates that it is in full compliance with this section.
- K. Any licensee that has had any license or certificate of compliance license revoked or suspended by the Village of Morton Grove, or by the State of Illinois or has had its video gaming license revoked or suspended by the Illinois Gaming Board shall automatically have its Village video gaming terminal permit stickers revoked or suspended for the same time period.
- L. Every video gaming terminal that does not have a valid video gaming terminal permit sticker issued by the Village of Morton Grove ~~or~~ and a video gaming license issued by the State of Illinois, or is operated in violation of this section or is otherwise unlawful shall be considered a gambling device subject to seizure and shall be turned over to the Illinois Gaming Board in accordance with Board regulations and applicable laws unless otherwise ordered by a court of competent jurisdiction.

SECTION 6: Title 1, Chapter 11, Section 4~~, 7~~, entitled "Fees for Specific Permits, Licenses, Certificates, and Services" is hereby amended to delete the existing rows pertaining to Title 4, Chapter 6D and replace them with the following rows:

4-6D-14 <u>Code Section</u>	Annual Permit Video Gaming Terminal <u>Description</u>	\$250.00/ machine/terminal <u>Amount of Fee</u>
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4-6D-14	Video Gaming Operator License	\$1000 reduced to \$500 if Village received over \$10,000 in gaming revenue from operator in prior year
4-6D-28	Liquor License Investigation Fee - Class A, Full Liquor	110% of actual costs \$2,750.00/ year
4-6D-8	Liquor License - Class A-V, Full Liquor and Video Gaming	\$2,750.00/ year
4-6D-8	Liquor License - Class B, Beer/Wine	\$2,750.00/ year
4-6D-8	Liquor License - Class C, Club/Consumption on Premise	\$1,000.00/ year
4-6D-8	Liquor License - Class C-V, Club/Consumption on Premise and Video Gaming	\$1,000.00/ year
4-6D-8	Liquor License - Class D, Full Package Sales	\$3,500.00/ year
4-6D-8	Liquor License - Class E, Restaurant, Full Liquor	\$2,750.00/ year
4-6D-8	Liquor License - Class E-V, Restaurant, Full Liquor and Video Gaming	\$2,750.00/ year
4-6D-8	Liquor License - Class F, Food/Specialty Stores, Full Package Sale	\$2,500.00/ year
4-6D-8	Liquor License - Class G, Special Event	\$0.00
4-6D-8	Liquor License - Class H, Caterers, Full Liquor	\$2,500 (\$1,250 for holders of Class A, C, or E licenses.
4-6D-8	Liquor License - Class I, Caterers, Beer/Wine	\$1,000.00/ year
4-6D-8	Liquor License - Class J, Temporary Off Premise Sales	\$50 250.00/day year
4-6D-8	Liquor License - Class K, Temporary Tasting Permit	\$50.00/ per day event or \$250.00/ year, whichever is less
4-6D-8	Liquor License - Class L, BYOB	\$500.00/ year

4-6D-8	Liquor License - Class M- 2 , Microbrew Pub	\$2,750.00/ year
4-6D-8	Liquor License - Class M-V, Microbrew Pub and Video Gaming	\$2,750.00/ year
4-6D-8	Liquor License - Class N, Video Gaming Café	\$2,750.00/ year
4-6D-8	Liquor License - Class O, Outdoor Patio	\$100.00/ year
4-6D-8	Liquor License - Class P, Outdoor Temporary Market	\$50.00/ event or \$250.00/ year, whichever is less
4-6D-8	Liquor License - Class Q, Hotel	\$250.00/ year
4-6D-8	Liquor License - Class R, Complimentary Service	\$50.00/ event or \$250.00/ year, whichever is less
4-6D-9	Liquor License Application Refund (Processing Fee) - Class A, Full Liquor	\$1,000.00
4-6D-9	Liquor License Application Fee - Class A-V, Full Liquor and Video Gaming	\$1,250.00
4-6D-9	Liquor License Application Fee - Class B, Beer/Wine	\$1,000.00
4-6D-9	Liquor License Application Fee - Class C, Club/Consumption on Premise	\$250.00
4-6D-9	Liquor License Application Fee - Class C-V, Club/Consumption on Premise and Video Gaming	\$500.00
4-6D-9	Liquor License Application Fee - Class D, Full Package Sales	\$1,000.00
4-6D-9	Liquor License Application Fee - Class E, Restaurant, Full Liquor	\$1,000.00
4-6D-9	Liquor License Application Fee - Class E-V, Restaurant, Full Liquor	\$1,250.00
4-6D-9	Liquor License Application Fee - Class F, Food/Specialty Stores, Full Package Sale	\$1,000.00
4-6D-9	Liquor License Application Fee - Class G, Special Event	\$0.00

4-6D-9	Liquor License Application Fee - Class H, Caterers, Full Liquor	\$250.00
4-6D-9	Liquor License Application Fee - Class I, Caterers, Beer/Wine	\$250.00
4-6D-9	Liquor License Application Fee- Class J, Temporary Off Premise <u>Sales</u>	\$0.00
4-6D-9	Liquor License Application Fee - Class K, Temporary Tasting Permit	\$0 <u>25</u> .00
4-6D-9	Liquor License Application Fee - Class L, BYOB	\$250.00
4-6D-9	Liquor License Application Fee - Class M ₂ , Microbrew Pub	\$1,000.00
<u>4-6D-9</u>	<u>Liquor License Application Fee - Class M-V, Microbrew Pub and Video Gaming</u>	<u>\$1,250.00</u>
4-6D-9	Liquor License Application Fee - Class N, Video Gaming Café	\$1,000.00
<u>4-6D-9</u>	<u>Liquor License Application Fee - Class O, Outdoor Patio</u>	<u>\$25.00</u>
<u>4-6D-9</u>	<u>Liquor License Application Fee - Class P, Outdoor Temporary market</u>	<u>\$25.00</u>
<u>4-6D-9</u>	<u>Liquor License Application Fee - Class Q, Hotel</u>	<u>\$25.00</u>
<u>4-6D-9</u>	<u>Liquor License Application Fee- Class R, Complimentary Service</u>	<u>\$25.00</u>
<u>4-6D-14</u>	<u>Video Gaming Terminal Permit</u>	<u>\$250.00/ machine/terminal/ year</u>
<u>4-6D-14</u>	<u>Video Gaming Operator License</u>	<u>\$1,000 / year</u>

SECTION 7: 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 8: In the event this ordinance or any Code amendment herein is in conflict with any statute, ordinance, or resolution or part thereof, the amendments in this ordinance shall be controlling and shall supersede all other statutes, ordinances, or resolutions but only to the extent of such conflict.

Except as amended in this ordinance, all chapters and sections of the Village of Morton Grove Village Code are hereby restated, readopted and shall remain in full force and effect.

SECTION 9: This ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form according to law, except as to current holders of Village of Morton Grove local liquor licenses, in which case this ordinance will be in full force and effect on January 1, 2022.

PASSED this 28 day of June 2021.

Trustee Grear	_____
Trustee Khan	_____
Trustee Minx	_____
Trustee Travis	_____
Trustee Thill	_____
Trustee Witko	_____

APPROVED by me this 28^h day of June 2021

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

ATTESTED and FILED in my office
this 29^h day of June 2021

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

Legislative Summary

Resolution 21-37

AUTHORIZING THE PURCHASE OF A 2021 E-ONE CYCLONE PUMPER E-MAX

Introduced:	June 14, 2021
Purpose:	This Resolution authorizes the Village Administrator to execute a contract with E-One Inc. for the purchase of a new 2021 Cyclone Pumper E-Max Fire Engine. The purchase of this equipment is necessary to enable the Fire Department to continue to offer high quality and reliable community fire suppression services.
Background:	<p>The Village is a member Houston-Galveston Area Council (HGAC), a regional council of governments offering purchasing authority to municipalities nation-wide. HGAC solicited quotes for a Cyclone Pumper E-Max fire engine and awarded a contract to the lowest qualified bidder, E-ONE Inc. Of Ocala, Florida. Staff from the Morton Grove Fire Department and Public Works Maintenance Division has recommended the purchase of a 2021 E-One Cyclone Pumper E-Max pursuant to the HGAC contract customized with a mid-ship 1500 GPM Darley Pump and other equipment based on specification on file at MGFD Fire Station 4.</p> <p>Village staff negotiated a contract with Fire Service Inc., the authorized dealer for E-One Inc., for a Cyclone Pumper E-Max customized to meet the department's specifications. The contract includes a prepayment discount and a trade-in credit for the department's 1999 Pierce Saber fire engine which has been deemed no longer necessary or useful by the Village Administrator and the Finance Director. Since the entire cost of the apparatus will be paid "up front," the final contract price of \$654,492 also includes the costs for a 3rd party performance bond.</p>
Departments s Affected:	Fire Department
Fiscal Impact:	\$654,492
Funding Source	2021 Capital Outlay – Account Number 02-40-15-57-2030
Workload Impact:	The management and supervision of this purchase will be performed by Fire Department as part of their normal duties.
Administrator Recommendation:	Approval as presented.
Second Reading:	Not Required
Special Considerations or Requirements	None

Submitted by: Ralph E. Czerwinski, Village Administrator
Reviewed by: Teresa Hoffman Liston, Corporation Counsel
Prepared by: Dan Gallagher, Interim Fire Chief

RESOLUTION 21-37

AUTHORIZING THE PURCHASE OF A 2021 E-ONE CYCLONE PUMPER E-MAX

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 desires to purchase and maintain a Firefighting Apparatus (Fire Engine) compliant in all functions with current National Fire Protection Association (NFPA) standards in order to continue to provide high quality and reliable fire suppression services within the community; and

WHEREAS, the Village of Morton Grove Adopted Budget for Fiscal Year 2021 allocated funds to purchase and replace its existing 1999 Pierce Saber E4R fire engine; and

WHEREAS, the Municipal Code, Title 1, Chapter 9, Article A, Section 4-B-4 entitled Purchasing Procedures; Cooperative Purchasing authorizes the purchase of goods or services pursuant to intergovernmental cooperative procurement programs sponsored by authorized governmental jurisdictions; and

WHEREAS, the Village of Morton Grove is a member the Houston-Galveston Area Council (HGAC) a regional council of governments offering purchasing authority to municipalities nation-wide; and

WHEREAS, HGAC acts as the designated purchasing agent on behalf of participating municipalities by performing specific services including, but not limited to: conducting research and surveys, developing specifications for each product/service, soliciting vendor participation, conducting pre-bid/pre-proposal conferences, opening bid/proposal responses, evaluating responses, and issuing vendor contracts awarded by the HGAC Board of Directors; and

WHEREAS, HGAC solicited bids on specifications developed for the purchase of Fire Service Apparatus (All Types); and

WHEREAS, HGAC determined the quote received from E-ONE Inc. Of Ocala, Florida for a Cyclone Pumper E-Max was the lowest quote that qualifies and complies with HGAC contract # FS12-19 specifications and therefore awarded contract # FS12-19 to E-ONE Inc.; and

WHEREAS, the contract awarded to E-ONE Inc. by the HGAC expires on November 30, 2021; and

WHEREAS, staff from the Morton Grove Fire Department and Public Works Maintenance Division, has recommended the purchase of a 2021 E-One Cyclone Pumper E-Max pursuant to the contract awarded by HGAC customized with mid-ship 1500 GPM Darley Pump and other equipment per the Morton Grove HGAC Final Engine Specification on file at MGFD Fire Station 4; and

WHEREAS, Village staff has a negotiated contract with Fire Service Inc., the authorized dealer for E-One Inc for a E-One Cyclone Pumper E-Max customized to meet the department's specifications. The contract includes a credit for the trade-in of the department's 1999 Pierce Saber designated as E4R which has been deemed no longer necessary or useful by the Village Administrator and the Finance Director.

WHEREAS, the final prepayment price for the apparatus including the trade in credit and the cost of a performance bond is \$654,492;

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

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

SECTION 2: The Village Administrator is authorized to sign an agreement with Fire Service Inc., to purchase a 2021 E-One Cyclone Pumper E-Max with the specification as amended by the Fire Department and Public Works Maintenance Division through HGAC for the price of \$654,492 as per the attached contract pricing worksheet and Fire Service Inc., sales contract number H-GAC FS12-19 FS19JC05.

SECTION 3: The Village Administrator, Finance Director, and Fire Chief and their designees are hereby authorized to take all steps necessary to ensure the prompt construction and delivery of this apparatus.

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

PASSED THIS 14th day of June 2021.

Trustee Gear _____

Trustee Khan _____

Trustee Minx _____

Trustee Travis _____

Trustee Thill _____

Trustee Witko _____

APPROVED BY ME THIS 14th day of June 2021

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

ATTESTED and FILES in my office
This 15th day of June 2021

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

CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT

Product Description: E-One Typhoon, 4-Door Custom Full-Tilt Welded Aluminum Cab, Pumper, Welded Extruded Aluminum Body, Single Axle, 1250 GPM Pump, Side Mount Pump Module.

Number of Units: One (1)

* The following details shall be provided with Purchase Order
from End User to H-GAC for customized products:

A.	Base Bid Price as in Bid/Contract No. FS12-19 JC05	(per single unit)	\$ 432,590.00
B.	Published Options added to Base Bid.....(per single unit).....		\$ 216,139.00
C. PER UNIT SUB TOTAL:		\$ 648,729.00
	Change Order Provisions (if applicable):		
D.	Dollar value of Unpublished Options added to base bid price per unit.....	\$ 23,086.00	
E.	Dollar value of Contract Items per unit deleted from Base Bid total.....	\$ -	
F.	PER UNIT CHANGE ORDER SUB TOTAL: (Change Order not to exceed 25%) (Change order 4%)	\$ 23,086.00	
G.	Order total without H-GAC fee for One (1) units	SUB TOTAL:	\$ 671,815.00
H.	H-GAC Administrative Fee (from Fee Schedules).....		\$ 2,000.00
I.	Additional Discounts.....		\$ -
J.	TOTAL PURCHASE PRICE INCLUDING H-GAC		\$ 673,815.00

K. COMMENTS AND NOTES:

FORM E - PUBLISHED OPTIONS		Procurement No.:		FS12-19	
Offeror Name: Fire Service, Inc.					
Pumpers JC01 - JC08 and Tankers JE01 - JE17					
Offeror's or Mfr's Code	OPTION DESCRIPTION (Must include H-GAC Required Option Code, if used in specification)	Offered Price	Qty:	Total	
<u>DIESEL ENGINES, TRANSMISSIONS AND BRAKING OPTIONS/CHANGES</u>					
<u>CUSTOM CHASSIS CHANGES</u>					
1200-0236	Change ISL 330 Engine to ISL 450 2013	\$ 24,368.00	1	\$ 24,368.00	
SS-RPMPR	Upgrade basic Rescue Pumper pumper to a 60"/60" stainless steel body (May require additional chassis/body changes).	\$ 72,386.00	1	\$ 72,386.00	
3110-0480	Lower rear stainless steel short compartment B1, 46" wide x 35" high x 23" deep. Includes bolt-on intermediate step above. Entire rear panel to be smooth aluminum plate for Chevron graphics. For use with FireMaxx EX rear air suspension.	\$ 1,521.00	1	\$ 1,521.00	
<u>FIRE PUMP, SUCTION INLETS & DISCHARGE OUTLETS OPTIONS/CHANGES</u>					
4415-0008	1.5" Front Bumper Discharge Akron Manual Valve	\$ 2,259.00	1	\$ 2,259.00	
4440-0006	2.5" Right Intake Akron manual valve.	\$ 1,593.00	1	\$ 1,593.00	
3370-0246	Adjustable shelf for non-transverse compartments. Location:	\$ 305.00	6	\$ 1,830.00	
3370-0247	Tracks for adjustable shelf and/or adjustable tray in a compartment. Location:	\$ 236.00	5	\$ 1,180.00	
3380-0499	Tray, adjustable roll-out with 500 lbs. capacity and a gas shock. Location(s):	\$ 1,387.00	3	\$ 4,161.00	
3380-0515	PAC TRAC panels vertical stacked with tool mounting grooves orientated horizontal on wall of a compartment. Location:	\$ 1,152.00	4	\$ 4,608.00	
3380-0567	Adjustable mounted aluminum SlideMaster roll-out/tilt down model MT with aluminum tray. Location(s):	\$ 1,240.00	2	\$ 2,480.00	
3380-0625	Vertical hinged heavy duty swing-out toolboard. Hinge along forward compartment wall (unless otherwise stated in location) and position centered between door and back wall. Includes latch to secure in the closed position that is accessible from the ground. Location:	\$ 2,138.00	2	\$ 4,276.00	
5450-0293	FireTech 72" 12V brow light with integrated marker lights. Includes switch accessible to driver. Replaces front brow marker lights. Requires special bracket 5450-0340 on aerials with waterway trough. Not available on aerials with deep trough.	\$ 5,630.00	3	\$ 16,890.00	
5450-0337	FireTech 35" 12V mini brow light with white housing. Includes switch in cab (driver and officer side facing lights switched separately). Location: (location to be specified).	\$ 2,804.00	2	\$ 5,608.00	
5500-0011	Federal Q2B siren - Pedestal mounted on bumper. Location: [#LOC].	\$ 3,927.00	1	\$ 3,927.00	
<u>Custom Cab Chassis Options:</u>					
1025-0030	Stemco oil seal front axle. Chicago Rawhide seal with Stemco sight glass will be supplied when front disc brakes are selected.	\$ 174.00	2	\$ 348.00	
1050-0001	WHEELS FRONT ALUM (2) ALCOA	\$ 1,885.00	1	\$ 1,885.00	
1050-0003	WHEELS REAR ALUM (4) ALCOA	\$ 3,022.00	1	\$ 3,022.00	
1050-0007	Front axle wheel trim kit. Includes stainless steel lug nut covers and center cap with E-ONE logo.	\$ 359.00	1	\$ 359.00	
1050-0008	Rear axle (single) Wheel Trim kit. Includes stainless steel lug nut covers and center cap with E-ONE logo. E-ONE custom chassis w/ steel wheels will have chrome plated plastic lug covers.	\$ 441.00	1	\$ 441.00	
1070-0027	Rear suspension FIREMAAX EX model FMX-272 27000 lb. single axle air ride.	\$ 8,826.00	1	\$ 8,826.00	
1100-0001	Meritor EX225H 17" disc brakes for front axle.	\$ 1,806.00	1	\$ 1,806.00	
1100-0024	G4 Electronic Stability Control (4x2) includes RSC and ATC. Not available on 4x4 commercial chassis or tiller.	\$ 5,137.00	1	\$ 5,137.00	
1250-0083	Frame liner 9.375 x 3.125 x .375 galvanized and powder coated.	\$ 4,966.00	1	\$ 4,966.00	
1250-0085	Front chassis frame extensions crossmembers and battery brackets shall be zinc plated (galvanized) IPOS. Includes rear subframe if applicable (urban interface straight frame 4x4 etc).	\$ 4,081.00	1	\$ 4,081.00	
1350-0005	Fuel system 65 gallons.	\$ 2,317.00	1	\$ 2,317.00	
1535-0002	Driver side cab wheel well medical cabinet approximately 42x22(25 Quest)x28. Includes external locking roll-up door and interior hinged door with locking push-button latch. Cabinet includes (2) adjustable shelves.	\$ 2,956.00	1	\$ 2,956.00	
1535-0003	Officer side cab wheel well medical cabinet approximately 42x22(25 Quest)x28. Includes external locking roll-up door and interior hinged door with locking push-button latch. Cabinet includes (2) adjustable shelves.	\$ 2,956.00	1	\$ 2,956.00	
1550-0013	Driver and Officer door windows. Includes electric roll-down actuation. Each door to have individual control at door position and the driver door is to have master control for all power window locations.	\$ 2,209.00	1	\$ 2,209.00	
1685-0112-4	RollTech Side Air Bag System. For four (4) seats	\$ 10,272.00	1	\$ 10,272.00	
1685-0291	4Front air bag system with steering wheel bag, driver knee bag and officer knee bag. Requires RollTek option.	\$ 6,363.00	1	\$ 6,363.00	
1685-0369	Severe duty dash package with low profile officer side dash. Includes smooth plate alum center and officer side dash and lower kick panels; all painted to match cab interior.	\$ 1,658.00	1	\$ 1,658.00	
1685-0422	Severe duty overhead console. Includes front full width overhead air conditioning plenum and rear facing blower. Overhead to match cab interior.	\$ 3,410.00	1	\$ 3,410.00	
1750-0009	Radio AM/FM CD with weather band located [#LOC].	\$ 1,152.00	1	\$ 1,152.00	
1750-0025	Super Auto-Eject receptacle inlet 30 amp 120 volt located [#LOC] and with a [#COL] cover.	\$ 1,192.00	1	\$ 1,192.00	
1750-0071	Mount customer supplied antenna on cab roof.	\$ 250.00	3	\$ 750.00	
1750-0621	Battery charger Kussmaul model 091-20/20, 20 amp battery charger / 20 amp battery saver.	\$ 2,512.00	1	\$ 2,512.00	
1750-0643	Kussmaul deluxe digital battery display Model 091-194C-IND-WT-BLK in place of standard. Mount adjacent to the shoreline receptacle.	\$ 434.00	1	\$ 434.00	
Total			\$	216,139.00	

Deletions from Base Bid	Price	Qty	Total

Total \$ -

Additions to Base Bid	Price	Qty	Total
Two Arm Ladder Rack	\$ 14,621.00	1	\$ 14,621.00
Upgrade from a QFLOW Pump to an EMAX Pump Module	\$ 6,796.00	1	\$ 6,796.00
Recessed Folding Ladder Compartment w/ Pike Pole Storage	\$ 1,669.00	1	\$ 1,669.00

Total \$ 23,086.00



SALES CONTRACT H-GAC FS12-19 FS19JC05

This agreement made by and between **FIRE SERVICE, INC** (Company) and

Village of Morton Grove

(Legal Name of Buyer)

6101 Capulina Ave.	Morton Grove	IL.	60053
(Address)	(City)	(State)	(Zip Code)

1. **ACCEPTANCE:** The Company agrees to sell and the Buyer agrees to purchase the apparatus and equipment described in the Fire Service, Inc./E-ONE/H-GAC Bid/Contract Number FS12-19 FS19JC05 Proposal and Specifications dated May 25, 2021 and made part of this contract, in accordance with the terms and conditions listed on contract pages 1, 2, 3, and 4.

2. **DELIVERY:** The apparatus shall be ready for delivery within approximately 340 calendar days, after the receipt and signed acceptance of this contract by Fire Service, Inc., located in St. John Indiana and signed apparatus approval drawings. The Company cannot be held liable for penalties and / or delays due to strikes, failures to obtain materials, fires, accidents, force majeure, or any other causes beyond the Company's control.

In order to establish a stable design, procurement, and build schedule, a Buyer change order cutoff date of two (2) weeks, or if a pre-build is required eight (8) weeks, from the date of the execution of the contract will be enforced. Changes in major components, configuration, or other items that may change the major components or configuration, (e.g.: engine, transmission, axles, water tank, body, fire pump) will not be allowed after the contract execution date.

If inability to obtain exclusive or brand name materials causes completion or delivery problems, the Company shall advise the Buyer of said problem. The Company resolves to examine alternative sources of said material. Material substitutions shall be mutually agreed upon by the Buyer and the Company. No substitutions shall be made without the execution of a written change order by the Buyer.

3. **CHANGE ORDERS:** Changes to the contract may be requested by the Buyer after the execution of the contract according to Section 2 of this document. Changes shall be reviewed for cost and schedule impact by the Company. Changes shall be sequentially numbered. Change Orders shall be prepared by the Company and executed by the Buyer.



The price of the apparatus shall be adjusted to take into account any Change Orders. **Any and all Change Orders may extend the completion and delivery of the apparatus.**

4. **SPECIFICATIONS:** The Company and Buyer agree that all material and workmanship in and about this apparatus shall comply with the hereto attached Fire Service, Inc./E-ONE/H-GAC Bid/Contract Number FS12-19 FS19JC05 Proposal and Specifications dated May 25, 2021 and any authorized change orders.

5. **WARRANTY:** The warranties shall be as proposed in the attached Fire Service, Inc. specification. The warranties shall be as proposed in the attached Fire Service, Inc./E-ONE/H-GAC Bid/Contract Number FS12-19 FS19JC05 Proposal and Specifications dated May 25, 2021.

6. **PRICE:** The Buyer shall pay the Company, as a purchase price for the apparatus, the sum of Six Hundred Seventy-Six Thousand Five Hundred Two Dollars and Zero Cents or \$ 676,502.00. All prices are less any applicable local, state, or federal taxes which may be applied to the apparatus proposed. NOTE: Payment shall be made only to:

Fire Service, Inc.
9545 North Industrial Drive
Saint John, Indiana 46373

7. **TERMS OF PAYMENT:**

One (1) E-ONE 2022 Cyclone Pumper Apparatus as described above.

\$	676,502.00	Specification Price
\$	(19,510.00)	Pre-Payment Discount (must be received within 30 days of contract signing)
\$	(2,500.00)	Trade-In Allowance (Morton Grove Engine 5 - 1999 Pierce Saber Engine VIN 4P1CT02U3XA0012240)
\$	654,492.00	Final Purchase Price

The purchase price payment reflects US dollars and does not include any authorized change orders which, if applicable, shall be paid at time of final inspection and signed acceptance.

b) No payment of any amount shall be made payable to a sales representative without written approval from the company.



- c) It is agreed that the apparatus and equipment covered by this contract shall remain the property of the Company and not be placed in service until the entire contract price has been paid.
- d) A copy of the Buyer's tax-exempt certificate, if applicable, shall be submitted with this signed contract.
8. **FIRE SERVICE, INC** requires, and the Buyer agrees, that the unit shall be inspected and / or delivered within seven (7) days of notice that the unit had been completed.
9. **CANCELLATION:** This contract is subject to cancellation by Buyer only upon payment to Company of reasonable cancellation charges, which shall take into account expenses already incurred and commitments made by Company.
- This contract, to be binding, must be signed by an officer of **Fire Service, Inc** or a person authorized, in writing, by **Fire Service, Inc.** to do so.
10. **TAG-ON / ADDITIONAL ORDERS:** At its sole discretion, the COMPANY may allow the terms of this contract to be extended to both the BUYER and similar agencies for the purchase of a similar unit(s) under similar terms for a period of 18 months from the date of the execution of this contract. Should the COMPANY choose to exercise this option, it shall be permitted to adjust the contract pricing to account for equitable price adjustments associated with the change in the cost of the materials used to produce the unit, uncontrolled chassis cost increases and/or mandatory changes in standards governing ambulance construction. Such adjustments will be based upon the annual manufacturer/NFPA/major component or EPA mandated price increases for fire trucks, ambulances and / or heavy transportation equipment or by itemizing price changes expected by the company from the component vendors. If there are any changes between the unit(s) purchased via this contract and any subsequent orders, those changes must be documented via properly signed and executed change orders, including any necessary price adjustments. If the purchasing agency is not the BUYER, a separate contract will be required to complete the additional purchases.

This contract, including its appendices, embodies the entire understanding between the parties relating to the subject matter contained herein and merges all prior discussions and agreements between them. No agent or representative of the Company has authority to make any representations, statements, warranties, or agreements not herein expressed and all modifications of amendments of this agreement, including any appendices, must be in writing signed by an authorized representative of each of the parties hereto.



No surety of any performance bond given by the Company to the Buyer in connection with this Agreement shall be liable for any obligation of the Company arising under the Standard Warranty.

IN WITNESS WHEREOF, the Buyer and the Company have caused this contract to be executed by their duly authorized representatives on this 15th day of June 2021.

COMPANY	BUYER
Fire Service, Inc. 9545 North Industrial Drive Saint John, Indiana 46373	Village of Morton Grove 6101 Capulina Ave. Morton Grove, IL. 60053
BY: _____	BY: _____
NAME: _____	NAME: _____
TITLE: _____	TITLE: _____
DATE: _____	DATE: _____
	(Second Signature, if required)
	BY: _____
	NAME: _____
	TITLE: _____
	DATE: _____

Legislative Summary

Resolution 21-33

AUTHORIZING THE EXECUTION OF A SERVICE CONTRACT EXTENSION WITH A PLUS QUALITY SERVICE INC. FOR JANITORIAL CLEANING SERVICES

Introduced:	June 14, 2021
Purpose:	To authorize the Village Administrator to execute a Letter of Agreement extending the 2019 contract with A Plus Quality Service, Inc. for janitorial cleaning services for Village facilities including Public Works, Village Hall, Police Department and Administrative offices at Fire Station 4.
Background:	Resolution 19-28 was approved on June 10, 2019, and authorized a contract with A Plus Quality Service Inc. for janitorial cleaning services for a three-year term (one-year and two optional renewal periods) beginning June 1, 2019. A Plus Quality Inc. performed the work satisfactorily and has agreed to extend the existing terms, for these services, from June 1, 2021 to May 31, 2022
Programs, Departments or Groups Affected	Public Works Department – Building Maintenance Division
Fiscal Impact:	Not to Exceed \$31,200.00
Source of Funds:	2021 General Funds Account Number 028024-552160
Workload Impact:	The Public Works Department as part of their normal work activities will perform the management and implementation of the project.
Administrator Recommendation:	Approval as presented.
Second Reading:	Not Required
Special Considerations or Requirements:	None

Submitted by: Ralph E. Czerwinski, Village Administrator
Reviewed by: Teresa Hoffman Liston, Corporation Counsel
Reviewed by: Joe Dahm, Director Public Works
Prepared by: Bill Burns, Superintendent Public Works

RESOLUTION 21-33

AUTHORIZING THE EXECUTION OF A SERVICE CONTRACT EXTENSION WITH A PLUS QUALITY SERVICE INC. FOR JANITORIAL CLEANING SERVICES

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

WHEREAS, the Village contracts with a service company to clean municipal facilities; and

WHEREAS, Resolution 19-28, approved June 10, 2019 authorized a contract with A Plus Quality Service Inc. for cleaning services for the period from June 1, 2019 to May 31, 2020; and

WHEREAS, the contract included a provision for two annual renewal terms; and

WHEREAS, A Plus Quality Service Inc. performed janitorial cleaning services in a satisfactory manner and is willing and available to perform the work with the existing contract terms for the contract period from June 1, 2021 to May 31, 2022; and

WHEREAS, the estimated contract amount for the work is \$31,080.00; and

WHEREAS, funding for the janitorial cleaning services is included in the Village of Morton Grove Adopted 2021 Budget as account number 028024-552160 Municipal Buildings Janitorial Services in the amount of \$31,200.00; and

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

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

SECTION 2: The Village Administrator is hereby authorized to execute a Letter of Agreement extending the contract for Janitorial Cleaning Services with A Plus Quality Service Inc. of Arlington Heights IL 60004 for one year from June 1, 2021 to May 31, 2022, in the amount not to exceed \$31,200.00

SECTION 3: The Village Administrator and Director of Public Works or their designees are authorized to take all steps necessary to implement and enforce the contract for Janitorial Cleaning Services.

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

PASSED this 14th day of June 2021

Trustee Grear _____
Trustee Minx _____
Trustee Khan _____
Trustee Travis _____
Trustee Thill _____
Trustee Witko _____

APPROVED by me this 14th day of June 2021

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

APPROVED and FILED in my office this
15th day of June 2021

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

June 15, 2021

Diana Stypula
A Plus Quality Service Inc.
3350 Carriageway Dr., Suite 409
Arlington Heights, IL 60004

RE: 2021 Janitorial Services Contract Extension

Dear Mrs. Stypula

A Plus Quality Service Inc. performed janitorial services for the Village of Morton Grove per the contract dated August 2, 2019. This contract references provisions renew this contract in 2020 and 2021 upon sixty days written notice. The Village of Morton Grove would like to exercise the option to extend this contract for 2021.

At your convenience, please let me know if A Plus Service Inc. is interested in extending this contact as well.

The terms and conditions of the contract will remain the same as the original contract. You must submit an updated contract bond and an updated certificate of liability insurance.

Your signature below will indicate your concurrence to extend the contract as described above.

Concur: _____
Diana Stypula, President

Sincerely,
Ralph E. Czerwinski
Village Administrator

CC: Joe Dahm, Director of Public Works

Legislative Summary

Resolution 21-34

AUTHORIZING A CONTRACT WITH HOERR CONSTRUCTION INC. FOR THE 2021 SEWER LINING PROGRAM CONTRACT B

Introduced:	June 14, 2021
Purpose:	To authorize the Village Administrator to execute a contract with Hoerr Construction Inc. for the 2021 Sewer Lining Program Contract B.
Background:	<p>Public Works performs an annual Sewer Lining Program to rehabilitate older sanitary and combined sewer pipe for improved flow capacity and elimination of groundwater infiltration and inflow in the Village's sewer infrastructure.</p> <p>On May 3, 2021, Public Works advertised inviting bids for the "2021 Sewer Lining Program Contract B". Eighteen (18) entities obtained bidding materials. On May 25, 2021, at 10:00 a.m. three bids were received, publicly opened and read at the Public Works Facility. The bid results are included in Exhibit "A". Staff verified all qualifications and determined the lowest qualified bidder meeting all bid requirements was Hoerr Construction Inc. of Goodfield, Illinois. This contract must conform to the requirements of the Prevailing Wage Act.</p>
Programs, Departments or Groups Affected	Public Works Department, Village Residents
Fiscal Impact:	\$276,447.40
Source of Funds:	2021 Sewer Enterprise Fund, Account #405034-552290
Workload Impact:	The Public Works Department as part of their normal work activities will perform the management and implementation of the project.
Administrator Recommendation:	Approval as presented.
Second Reading:	Not Required
Special Considerations or Requirements:	None

Submitted by: Ralph E. Czerwinski, Village Administrator
Reviewed by: Teresa Hoffman Liston, Corporation Counsel
Reviewed by: Joe Dahm, Director Public Works
Prepared by: Chris Tomich, Village Engineer

RESOLUTION 21-34

AUTHORIZING A CONTRACT WITH HOERR CONSTRUCTION INC. FOR THE 2021 SEWER LINING PROGRAM CONTRACT B

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, Public Works performs an annual Sewer Lining Program, to rehabilitate older sanitary and combined sewer pipe for improved flow capacity and elimination of groundwater infiltration and inflow in the Village's sewer infrastructure; and

WHEREAS, on May 3, 2021, Public Works advertised inviting bids for the "2021 Sewer Lining Program Contract B"; and

WHEREAS, eighteen (18) general contractors obtained bidding materials; and

WHEREAS, on May 25, 2021, at 10:00 a.m. three bids were received, publicly opened and read at the Public Works Facility with bid results included in Exhibit "A"; and

WHEREAS, Hoerr Construction, Inc. of Goodfield, Illinois was selected as the low bid; and

WHEREAS, staff verified all qualifications and determined Hoerr Construction, Inc. To be the lowest qualified bidder; and

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

WHEREAS, the bid amount was \$276,447.40 and is \$6,564.60 less than the Engineer's Estimate of Cost; and

WHEREAS, the 2021 Adopted Sewer Enterprise Fund has \$550,000 available in Account Number 405034-552290 for this work of which \$330,000 remains unobligated; 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 Hoerr Construction, Inc. of Goodfield, Illinois in the amount of \$276,447.40.

SECTION 3: The Village Administrator is hereby authorized to execute a contract with Hoerr Construction, Inc. for 2021 Sewer Lining Program Contract B in the amount of \$276,447.40.

SECTION 4: The Village Administrator and Director of Public Works or their designees are authorized to take steps necessary to implement the contract for “2021 Sewer Lining Program Contract B”.

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

PASSED this 14th day of June 2021

Trustee Gear	_____
Trustee Khan	_____
Trustee Minx	_____
Trustee Travis	_____
Trustee Thill	_____
Trustee Witko	_____

APPROVED by me this 14th day of June 2021

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

APPROVED and FILED in my office this
15th day of June 2021

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

EXHIBIT "A"

Village of Morton Grove, Cook County, Illinois
2021 Sewer Lining Program Contract B
Bid Tabulation
Bid Opening: May 25, 2021, 10:00 a.m.

				Engineer's Estimate		Hoerr Construction, Inc. 1416 Country Road 200 N, PO Box 65 Goodfield, Illinois 61742		Insituform Technologies USA, LLC 17988 Edison Avenue Chesterfield, Missouri 63005		Michels Pipe Services 817 Main Street, PO Box 128	
PAY ITEM	PAY ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST
1	Cured-In-Place Pipe (CIPP) Sanitary Sewer, 8”	LF	7472	\$29.00	\$216,688.00	\$30.30	\$226,401.60	\$36.80	\$274,969.60	\$32.75	\$244,708.00
2	Cured-In-Place Pipe (CIPP) Storm Sewer, 12”	LF	953	\$58.00	\$55,274.00	\$38.60	\$36,785.80	\$36.90	\$35,165.70	\$38.00	\$36,214.00
3	Reinstating Service Laterals	EA	134	\$75.00	\$10,050.00	\$90.00	\$12,060.00	\$141.00	\$18,894.00	\$67.00	\$8,978.00
4	Protruding Tap Removal	EA	4	\$250.00	\$1,000.00	\$300.00	\$1,200.00	\$265.00	\$1,060.00	\$512.00	\$2,048.00
CORRECTED TOTAL PROPOSAL AMOUNT				\$283,012.00		\$276,447.40		\$330,089.30		\$291,948.00	
AS-READ PROPOSAL AMOUNT						\$276,447.40		\$330,089.30		\$291,948.00	

Apparent Low Bidder: Hoerr Construction, Inc.
Apparent Low Bid Amount: \$276,447.40

Legislative Summary

Resolution 21-35

AUTHORIZING A CONTRACT WITH MEADE, INC. FOR REPAIRING TRAFFIC SIGNAL EQUIPMENT

Introduced:	June 14, 2021
Purpose:	To authorize the Village Administrator to execute a contract with Meade, Inc. for repairs to traffic signal emergency vehicle pre-emption equipment.
Background:	<p>All traffic signals within the Village's corporate limits include emergency vehicle pre-emption equipment that give temporary control of the traffic signal operation to the Fire Department. The equipment at eight intersections needs to be repaired.</p> <p>The Village owns all the emergency vehicle pre-emption equipment in the Village, even equipment mounted on state of Illinois traffic signals. The Village is responsible for 100 percent of the maintenance costs.</p> <p>The state of Illinois traffic signal maintenance contractor, Meade, Inc., submitted a proposal to repair the equipment for the Village. Hiring Meade, Inc. to make repairs, instead of the Village's traffic signal maintenance contractor or other contractor solicited through public bidding eliminates the need to obtain permits from Illinois Department of Transportation and reduces the Village's cost.</p> <p>This contract must conform to the requirements of the Prevailing Wage Act.</p>
Programs, Departments or Groups Affected	Public Works Department, Village Residents
Fiscal Impact:	\$24,189.00
Source of Funds:	2021 Motor Fuel Tax Fund, Account #035060-554170
Workload Impact:	The Public Works Department as part of their normal work activities will perform the management and implementation of the project.
Administrator Recommendation:	Approval as presented.
Second Reading:	Not Required
Special Considerations or Requirements:	Article 1-9A-4:B. of the Municipal Code allows exemption to the Village's competitive bidding requirements with the approval by a two-thirds vote of the corporate authorities, including the vote of the Village President.

Submitted by: Ralph E. Czerwinski, Village Administrator
Reviewed by: Teresa Hoffman Liston, Corporation Counsel
Reviewed by: Joe Dahm, Director Public Works
Prepared by: Chris Tomich, Village Engineer

RESOLUTION 21-35

AUTHORIZING A CONTRACT WITH MEADE, INC. FOR REPAIRING TRAFFIC SIGNAL EQUIPMENT

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, all traffic signals within the Village's corporate limits include equipment that enable the Fire Department to change the traffic signals during emergency responses in order to improve safety of the motoring public and the responding Fire Department personnel; and

WHEREAS, the equipment, referred to as emergency vehicle pre-emption equipment, is installed on Village-owned and State-owned traffic signals; and

WHEREAS, the state of Illinois has a multi-year contract issued through competitive bidding with Meade, Inc. to maintain its traffic signals inventory in the Chicagoland area; and

WHEREAS, Meade, Inc. notified Public Works Department staff that the Village's emergency vehicle pre-emption equipment is not functioning or has limited capability at eight intersections; and

WHEREAS, Fire Department staff verified the operational problems at these intersections; and

WHEREAS, Meade, Inc. submitted a proposal in the amount of \$24,189.00 to make the needed repairs included as Exhibit "A"; and

WHEREAS, the Village can hire Meade, Inc. to make the repairs without the need for permission by the Illinois Department of Transportation, however hiring the Village's traffic signal maintenance contractor or other contractor would require a permit and formal transfer of maintenance responsibilities; and

WHEREAS, the Village Administrator staff has determined, in conformance with Article 1-9A-4:B. of the Municipal Code, that the services to be provided by Meade, Inc. are part of a cooperative purchasing program sponsored by the state of Illinois and, as well, include unique features of a sole source vendor that are not reasonably available in a competitive market; and

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

WHEREAS, the 2021 Adopted Motor Fuel Tax Fund has \$80,000 available in Account Number 035060-554170 for this work of which over \$40,000 remains unobligated; 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 proposal of Meade, Inc. in the amount of \$24,189.00.

SECTION 3: The Village Administrator is hereby authorized to execute a contract with Meade, Inc. for repairs to traffic signal emergency vehicle pre-emption equipment in the amount of \$24,189.00.

SECTION 4: The Village Administrator and Director of Public Works or their designees are authorized to take steps necessary to implement the contract.

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

PASSED this 14th day of June 2021

Trustee Gear	_____
Trustee Khan	_____
Trustee Minx	_____
Trustee Travis	_____
Trustee Thill	_____
Trustee Witko	_____

APPROVED by me this 14th day of June 2021

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

APPROVED and FILED in my office this
15th day of June 2021

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

EXHIBIT "A"



Brvan Knutson

625 Willowbrook Parkway
Willowbrook, IL 60527
Office (708) 588-2516
Fax (708) 588-6228
Mobile (708) 243-1758
bmk@meade100.com

PROPOSAL

SUBMITTED TO: **JOB LOCATION**
ADDRESS **JOB NAME**
CITY **STATE** **ZIP** **DATE**

ATTENTION OF: Chris Tomich

PROPOSAL BINDING FOR

OUR PROPOSAL IS AS FOLLOWS:

To furnish all material, labor and equipment needed to:

Replace inoperable emergency vehicle preemption equipment that is owned by the Village of Morton Grove. Locations include, Golf @ Glenview Country Club, Oakton @ River, Oakton @ Lehigh, Oakton @ Austin, Waukegan @ Emerson, Oakton @ Gross Point, Golf @ Overlook and Dempster @ Waukegan.

WE PROPOSE TO FURNISH THE NECESSARY LABOR AND MATERIAL FOR THE SUM OF

()

BY Bryan Knutson

ACCEPTANCE OF THIS PROPOSAL

BY _____ **PURCHASE ORDER NO.** _____
COMPANY DATE

BY _____ **CONTRACT NO.** _____

Please sign and return via fax, mail, or e-mail.

**Thank You,
Bryan Knutson**

Legislative Summary

Resolution 21-36

AUTHORIZING A CONTRACT WITH PATH CONSTRUCTION COMPANY, INC. FOR THE 2021 BECKWITH BRIDGE REHABILITATION

Introduced:	June 14, 2021
Purpose:	To authorize the Village Administrator to execute a contract with Path Construction Company, Inc. for the 2021 Beckwith Bridge Rehabilitation.
Background:	A 2019 bridge inspection identified eight maintenance activities which are crucial to prolonging the life of Beckwith Road bridge over North Branch Chicago River. Resolution 20-07 authorized Ciorba Group, Inc. to complete design and construction engineering for maintenance improvements. A contract for the maintenance improvements was bid through a public process in accordance with the Village's Municipal Code. The contract was advertised, and sealed bids were received with the bid tabulation as shown on the attached Exhibit "A". Staff verified all qualifications and determined the lowest qualified bidder meeting all bid requirements was Path Construction Company, Inc. of Arlington Heights, Illinois. This contract must conform to the requirements of the Prevailing Wage Act.
Programs, Departments or Groups Affected	Public Works Department
Fiscal Impact:	\$168,185.00
Source of Funds:	2021 Capital Project Fund, Account #305060-553330
Workload Impact:	The Public Works Department as part of their normal work activities will perform the management and implementation of the project.
Administrator Recommendation:	Approval as presented.
Second Reading:	Not Required
Special Considerations or Requirements:	None

Submitted by: Ralph E. Czerwinski, Village Administrator
Reviewed by: Teresa Hoffman Liston, Corporation Counsel
Reviewed by: Joe Dahm, Director Public Works
Prepared by: Chris Tomich, Village Engineer

RESOLUTION 21-36

AUTHORIZING A CONTRACT WITH PATH CONSTRUCTION COMPANY, INC. FOR THE 2021 BECKWITH BRIDGE REHABILITATION

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, a 2019 bridge inspection identified eight maintenance activities which are crucial to prolonging the life of Beckwith Road bridge over North Branch Chicago River; and

WHEREAS, Resolution 20-07 authorized Ciorba Group, Inc. to complete design and construction engineering for maintenance improvements to the bridge that include abutment backwall repair, superstructure repairs, full depth deck patches, and overlay replacement; and

WHEREAS, repairs planned and budgeted for 2020 were postponed due to delays imposed by COVID-19; and

WHEREAS, on May 14, 2021, Public Works advertised inviting bids for the “2021 Beckwith Bridge Rehabilitation”; and

WHEREAS, twenty-two (22) general contractors obtained bidding materials; and

WHEREAS, on June 2, 2021, at 10:00 a.m. six bids were received, publicly opened and read at the Public Works Facility with bid results included in Exhibit “A”; and

WHEREAS, Path Construction Company, Inc. of Arlington Heights, Illinois was selected as the low bid; and

WHEREAS, staff verified all qualifications and determined Path Construction Company, Inc. To be the lowest qualified bidder; and

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

WHEREAS, the bid amount was \$168,185.00 and is \$18,642.00 more than the Engineer’s Estimate of Cost; and

WHEREAS, the 2021 Adopted Budget includes \$310,000 for this work; and

WHEREAS, adequate funding is available in Capital Projects Fund Account Number 305060-553330.

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 Path Construction Company, Inc. of Arlington Heights, Illinois in the amount of \$168,185.00.

SECTION 3: The Village Administrator is hereby authorized to execute a contract with Path Construction Company, Inc. for “2021 Beckwith Bridge Rehabilitation” in the amount of \$168,185.00.

SECTION 4: The Village Administrator and Director of Public Works or their designees are authorized to take steps necessary to implement the contract for “2021 Beckwith Bridge Rehabilitation”.

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

PASSED this 14th day of June 2021

Trustee Gear	_____
Trustee Khan	_____
Trustee Minx	_____
Trustee Travis	_____
Trustee Thill	_____
Trustee Witko	_____

APPROVED by me this 14th day of June 2021

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

APPROVED and FILED in my office this
15th day of June 2021

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

EXHIBIT "A"

Village of Morton Grove, Cook County, Illinois
2021 BECKWITH BRIDGE REHABILITATION

Bid Tabulation

Bid Opening: JUNE 2, 2021 10:00 AM

				Engineer's Estimate		Alliance Contractors Inc. 1166 Lake Avenue Woodstock, Illinois 60098		MYS, Incorporated 12416 South Harlem Avenue, Suite 101 Palos Park, Illinois 60463-3713	
PAY ITEM	PAY ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST
59000200	EPOXY CRACK INJECTION	FOOT	12	\$75.00	\$900.00	\$100.16	\$1,201.92	\$100.00	\$1,200.00
70300220	TEMPORARY PAVEMENT MARKING - LINE 4"	FOOT	950	\$1.75	\$1,662.50	\$0.50	\$475.00	\$1.00	\$950.00
78008210	POLYUREA PAVEMENT MARKING TYPE I - LINE 4"	FOOT	264	\$2.00	\$528.00	\$6.50	\$1,716.00	\$6.60	\$1,742.40
78008230	POLYUREA PAVEMENT MARKING TYPE I - LINE 6"	FOOT	528	\$2.50	\$1,320.00	\$9.75	\$5,148.00	\$9.90	\$5,227.20
78100100	RAISED REFLECTIVE PAVEMENT MARKER	EACH	8	\$30.00	\$240.00	\$130.00	\$1,040.00	\$415.00	\$3,320.00
X0327980	PAVEMENT MARKING REMOVAL - WATER BLASTING	SQ FT	317	\$4.50	\$1,426.50	\$5.00	\$1,585.00	\$10.00	\$3,170.00
Z0001800	APPROACH SLAB REPAIR (PARTIAL DEPTH)	SQ YD	19	\$700.00	\$13,300.00	\$1,195.00	\$22,705.00	\$600.00	\$11,400.00
Z0012102	CONCRETE BRIDGE DECK SCARIFICATION 3/8 INCH	SQ YD	645	\$30.00	\$19,350.00	\$0.01	\$6.45	\$25.00	\$16,125.00
Z0012193	BRIDGE DECK THIN POLYMER OVERLAY 3/8"	SQ YD	645	\$50.00	\$32,250.00	\$210.00	\$135,450.00	\$77.50	\$49,987.50
Z0012754	STRUCTURAL REPAIR OF CONCRETE (DEPTH EQUAL TO OR LESS THAN 5 IN.)	SQ FT	152	\$150.00	\$22,800.00	\$200.77	\$30,517.04	\$220.00	\$33,440.00
Z0012755	STRUCTURAL REPAIR OF CONCRETE (DEPTH GREATER THAN 5 IN.)	SQ FT	21	\$200.00	\$4,200.00	\$221.18	\$4,644.78	\$220.00	\$4,620.00
Z0016002	DECK SLAB REPAIR (FULL DEPTH, TYPE II)	SQ YD	8.5	\$1,200.00	\$10,200.00	\$1,600.00	\$13,600.00	\$750.00	\$6,375.00
Z0016200	DECK SLAB REPAIR (PARTIAL)	SQ YD	1	\$500.00	\$500.00	\$785.00	\$785.00	\$600.00	\$600.00
X0326331	CLEANING AND PAINTING BEARINGS	EACH	18	\$1,200.00	\$21,600.00	\$750.00	\$13,500.00	\$2,150.00	\$38,700.00
X5870015	BRIDGE DECK CONCRETE SEALER	SQ FT	4266	\$1.00	\$4,266.00	\$1.00	\$4,266.00	\$1.00	\$4,266.00
X7010216	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	1	\$15,000.00	\$15,000.00	\$9,600.00	\$9,600.00	\$15,000.00	\$15,000.00
CORRECTED TOTAL PROPOSAL AMOUNT				\$149,543.00		\$246,240.19		\$196,123.10	
AS-READ PROPOSAL AMOUNT						\$246,240.19		\$196,123.10	

Apparent Low Bidder: Path Construction Company
Apparent Low Bid Amount: \$168,185.00

EXHIBIT "A"

Village of Morton Grove, Cook County, Illinois
2021 BECKWITH BRIDGE REHABILITATION

Bid Tabulation

Bid Opening: JUNE 2, 2021 10:00 AM

				Engineer's Estimate		Herlihy Mid-Continent Company 1306 Marquette Drive Romeoville, Illinois 60446-1026		Rausch Infrastructure. LLC 1111 E. Touhy Avenue, Suite 120 Des Plaines, Illinois 60018	
PAY ITEM	PAY ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST
59000200	EPOXY CRACK INJECTION	FOOT	12	\$75.00	\$900.00	\$100.16	\$1,201.92	\$123.00	\$1,476.00
70300220	TEMPORARY PAVEMENT MARKING - LINE 4"	FOOT	950	\$1.75	\$1,662.50	\$0.50	\$475.00	\$0.90	\$855.00
78008210	POLYUREA PAVEMENT MARKING TYPE I - LINE 4"	FOOT	264	\$2.00	\$528.00	\$6.50	\$1,716.00	\$7.40	\$1,953.60
78008230	POLYUREA PAVEMENT MARKING TYPE I - LINE 6"	FOOT	528	\$2.50	\$1,320.00	\$9.75	\$5,148.00	\$12.30	\$6,494.40
78100100	RAISED REFLECTIVE PAVEMENT MARKER	EACH	8	\$30.00	\$240.00	\$130.00	\$1,040.00	\$492.00	\$3,936.00
X0327980	PAVEMENT MARKING REMOVAL - WATER BLASTING	SQ FT	317	\$4.50	\$1,426.50	\$5.00	\$1,585.00	\$7.00	\$2,219.00
Z0001800	APPROACH SLAB REPAIR (PARTIAL DEPTH)	SQ YD	19	\$700.00	\$13,300.00	\$582.00	\$11,058.00	\$2,125.00	\$40,375.00
Z0012102	CONCRETE BRIDGE DECK SCARIFICATION 3/8 INCH	SQ YD	645	\$30.00	\$19,350.00	\$17.95	\$11,577.75	\$119.00	\$76,755.00
Z0012193	BRIDGE DECK THIN POLYMER OVERLAY 3/8"	SQ YD	645	\$50.00	\$32,250.00	\$54.70	\$35,281.50	\$97.00	\$62,565.00
Z0012754	STRUCTURAL REPAIR OF CONCRETE (DEPTH EQUAL TO OR LESS THAN 5 IN.)	SQ FT	152	\$150.00	\$22,800.00	\$200.77	\$30,517.04	\$227.00	\$34,504.00
Z0012755	STRUCTURAL REPAIR OF CONCRETE (DEPTH GREATER THAN 5 IN.)	SQ FT	21	\$200.00	\$4,200.00	\$221.18	\$4,644.78	\$239.00	\$5,019.00
Z0016002	DECK SLAB REPAIR (FULL DEPTH, TYPE II)	SQ YD	8.5	\$1,200.00	\$10,200.00	\$909.00	\$7,726.50	\$3,300.00	\$28,050.00
Z0016200	DECK SLAB REPAIR (PARTIAL)	SQ YD	1	\$500.00	\$500.00	\$1,319.00	\$1,319.00	\$7,700.00	\$7,700.00
X0326331	CLEANING AND PAINTING BEARINGS	EACH	18	\$1,200.00	\$21,600.00	\$1,750.00	\$31,500.00	\$2,150.00	\$38,700.00
X5870015	BRIDGE DECK CONCRETE SEALER	SQ FT	4266	\$1.00	\$4,266.00	\$1.33	\$5,673.78	\$1.70	\$7,252.20
X7010216	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	1	\$15,000.00	\$15,000.00	\$49,500.00	\$49,500.00	\$4,000.00	\$4,000.00
CORRECTED TOTAL PROPOSAL AMOUNT				\$149,543.00		\$199,964.27		\$321,854.20	
AS-READ PROPOSAL AMOUNT						\$199,964.27		\$321,854.20	

Apparent Low Bidder: Path Construction Company
Apparent Low Bid Amount: \$168,185.00

EXHIBIT "A"

Village of Morton Grove, Cook County, Illinois
2021 BECKWITH BRIDGE REHABILITATION

Bid Tabulation

Bid Opening: JUNE 2, 2021 10:00 AM

				Engineer's Estimate		Lorig Construction Company 250 East Touhy Avenue Des Plaines, Illinois 60018		Path Construction Company 125 E. Algonquin Road Arlington Heights, Illinois 60005	
PAY ITEM	PAY ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST
59000200	EPOXY CRACK INJECTION	FOOT	12	\$75.00	\$900.00	\$125.00	\$1,500.00	\$45.00	\$540.00
70300220	TEMPORARY PAVEMENT MARKING - LINE 4"	FOOT	950	\$1.75	\$1,662.50	\$0.50	\$475.00	\$0.50	\$475.00
78008210	POLYUREA PAVEMENT MARKING TYPE I - LINE 4"	FOOT	264	\$2.00	\$528.00	\$6.50	\$1,716.00	\$6.50	\$1,716.00
78008230	POLYUREA PAVEMENT MARKING TYPE I - LINE 6"	FOOT	528	\$2.50	\$1,320.00	\$9.75	\$5,148.00	\$9.75	\$5,148.00
78100100	RAISED REFLECTIVE PAVEMENT MARKER	EACH	8	\$30.00	\$240.00	\$130.00	\$1,040.00	\$130.00	\$1,040.00
X0327980	PAVEMENT MARKING REMOVAL - WATER BLASTING	SQ FT	317	\$4.50	\$1,426.50	\$5.00	\$1,585.00	\$5.00	\$1,585.00
Z0001800	APPROACH SLAB REPAIR (PARTIAL DEPTH)	SQ YD	19	\$700.00	\$13,300.00	\$600.00	\$11,400.00	\$240.00	\$4,560.00
Z0012102	CONCRETE BRIDGE DECK SCARIFICATION 3/8 INCH	SQ YD	645	\$30.00	\$19,350.00	\$22.00	\$14,190.00	\$60.00	\$38,700.00
Z0012193	BRIDGE DECK THIN POLYMER OVERLAY 3/8"	SQ YD	645	\$50.00	\$32,250.00	\$80.00	\$51,600.00	\$57.00	\$36,765.00
Z0012754	STRUCTURAL REPAIR OF CONCRETE (DEPTH EQUAL TO OR LESS THAN 5 IN.)	SQ FT	152	\$150.00	\$22,800.00	\$300.00	\$45,600.00	\$120.00	\$18,240.00
Z0012755	STRUCTURAL REPAIR OF CONCRETE (DEPTH GREATER THAN 5 IN.)	SQ FT	21	\$200.00	\$4,200.00	\$600.00	\$12,600.00	\$300.00	\$6,300.00
Z0016002	DECK SLAB REPAIR (FULL DEPTH, TYPE II)	SQ YD	8.5	\$1,200.00	\$10,200.00	\$2,500.00	\$21,250.00	\$500.00	\$4,250.00
Z0016200	DECK SLAB REPAIR (PARTIAL)	SQ YD	1	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
X0326331	CLEANING AND PAINTING BEARINGS	EACH	18	\$1,200.00	\$21,600.00	\$1,800.00	\$32,400.00	\$1,200.00	\$21,600.00
X5870015	BRIDGE DECK CONCRETE SEALER	SQ FT	4266	\$1.00	\$4,266.00	\$1.35	\$5,759.10	\$1.00	\$4,266.00
X7010216	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	1	\$15,000.00	\$15,000.00	\$34,000.00	\$34,000.00	\$22,000.00	\$22,000.00
CORRECTED TOTAL PROPOSAL AMOUNT				\$149,543.00		\$241,263.10		\$168,185.00	
AS-READ PROPOSAL AMOUNT						\$241,263.10		\$168,185.00	

Apparent Low Bidder: Path Construction Company
Apparent Low Bid Amount: \$168,185.00

Legislative Summary

Resolution 21-38

AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH PACE, THE SUBURBAN BUS DIVISION OF THE REGIONAL TRANSPORTATION AUTHORITY, FOR PULSE DEMPSTER LINE STATIONS

Introduced:	June 14, 2021
Purpose:	To authorize the Village Administrator to finalize and execute an intergovernmental agreement with Pace Suburban Bus regarding shared interests in its proposed Pulse Dempster Line.
Background:	Pace contacted Village staff in 2009 about its development of a bus rapid transit line to improve transit service and increase ridership on Dempster Street between Evanston and O'Hare Airport. This line will be called the Pulse Dempster Line and will include five transit station bus stops within the Village. The Appearance Commission issued a certificate for the design of these five stations. The Village and Pace have requested various accommodations of one another as part of the design. The intergovernmental agreement authorized pursuant to this Resolution is needed to formalize those accommodations.
Programs, Departments or Groups Affected	Transit riders, Morton Grove Park District, Public Works Department
Fiscal Impact:	None
Source of Funds:	N/A
Workload Impact:	Negligible.
Administrator Recommendation:	Approval as presented.
Second Reading:	Not Required
Special Considerations or Requirements:	None

Submitted by: Ralph E. Czerwinski, Village Administrator
Reviewed by: Teresa Hoffman Liston, Corporation Counsel
Reviewed by: Joe Dahm, Director Public Works
Prepared by: Chris Tomich, Village Engineer

RESOLUTION 21- 38

AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH PACE, THE SUBURBAN BUS DIVISION OF THE REGIONAL TRANSPORTATION AUTHORITY, FOR PULSE DEMPSTER LINE STATIONS

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, Pace was established under the Regional Transportation Authority Act to aid and assist public transportation in the six-county northeastern Illinois area and functions as a local unit of government; and

WHEREAS, Pace contacted Village staff in 2009 about its development of a bus rapid transit line to improve transit service and increase ridership on Dempster Street between Evanston and O'Hare Airport; and

WHEREAS, Pace intends to construct and maintain a certain rapid transit network known as the Pulse Dempster Line, which shall include transit station bus stops within the Village; and

WHEREAS, a Pulse Station is to be constructed at the following five locations within the Village: northwest corner of Dempster Street and Harlem Avenue, southeast corner of Dempster Street and Waukegan Road, 6880 W. Dempster Street (Morton Grove Park District Prairie View Community Center), southeast corner of Dempster Street and Austin Avenue, northwest corner of Dempster Street and Austin Avenue; and

WHEREAS, Pace is willing to provide, at its sole cost and expense, shelters that include rear shelter panels customized with the artwork as depicted in Attachment "1" for the Pulse Station at the 6880 W. Dempster Street, Attachment "2" for the Pulse Station at the southeast corner of Dempster Street and Waukegan Road and the southeast corner of Dempster Street and Austin Avenue, and Attachment "3" for the Pulse Station at the northwest corner of Dempster Street and Harlem Avenue and northwest corner of Dempster Street and Austin Avenue; and

WHEREAS, the Appearance Commission on November 2, 2020 approved the request for an Appearance Certificate for the design of Pulse Dempster Line Stations; and

WHEREAS, the Village requires a Right-of-Way Permit in order to construct each Pulse Station within the Village and Pace has requested of the Village to waive all of its fees, costs, and charges for the permits and usage of the sites; and

WHEREAS, the Village has requested of Pace to accommodate and allow for the future addition of a recycling receptacle at each Pulse Station; and

WHEREAS, Pace is willing to allow for the future addition of recycling receptacles if the Village will be responsible for the maintenance, repair, replacement of those receptacles, including weekly collection of recycling receptacle contents; and

WHEREAS, one existing bus shelter owned and maintained by the Village is in conflict with the proposed Pulse Station at southeast corner of Dempster Street and Waukegan Road and the Village needs to cause it to be removed; and

WHEREAS, Pace has requested of the Village to complete forms required of the Village by the Illinois Department of Transportation for permits it issues for Pulse Station; and

WHEREAS, a draft intergovernmental agreement between the Village and Pace is included as Attachment “4” that includes the above provisions as well as other provisions.

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

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

SECTION 2: The Village Administrator is hereby authorized to finalize and execute an intergovernmental agreement with Pace that substantially conforms to the draft agreement in Attachment “4”.

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

PASSED this 14th day of June 2021

Trustee Grear	_____
Trustee Khan	_____
Trustee Minx	_____
Trustee Travis	_____
Trustee Thill	_____
Trustee Witko	_____

APPROVED by me this 14th day of June 2021

Daniel P. DiMaria, Village President

Village of Morton Grove
Cook County, Illinois

APPROVED and FILED in my office this
15th day of June 2021

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

ATTACHMENT "1 "

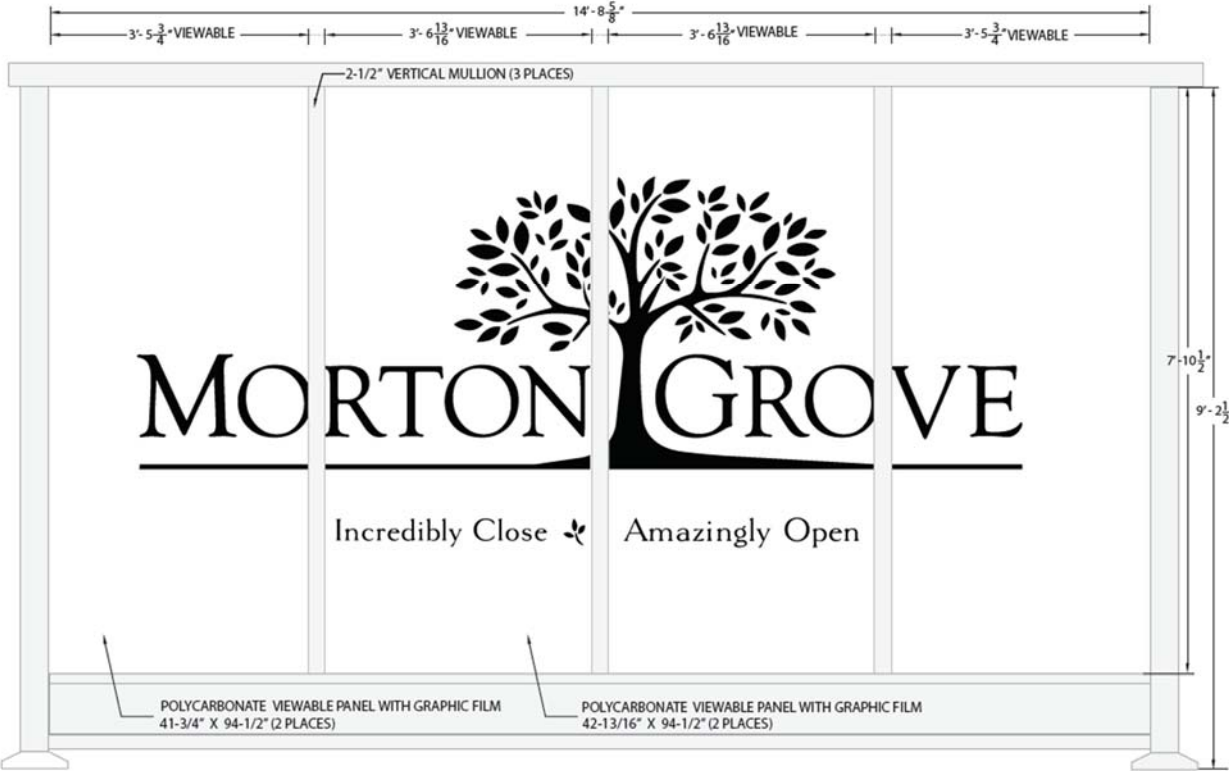


Instruction to manufacturer:
Artwork should be printed in white.

Pulse Dempster Line Rear Shelter Panels

Scale: 1"=1'

ATTACHMENT "2 "

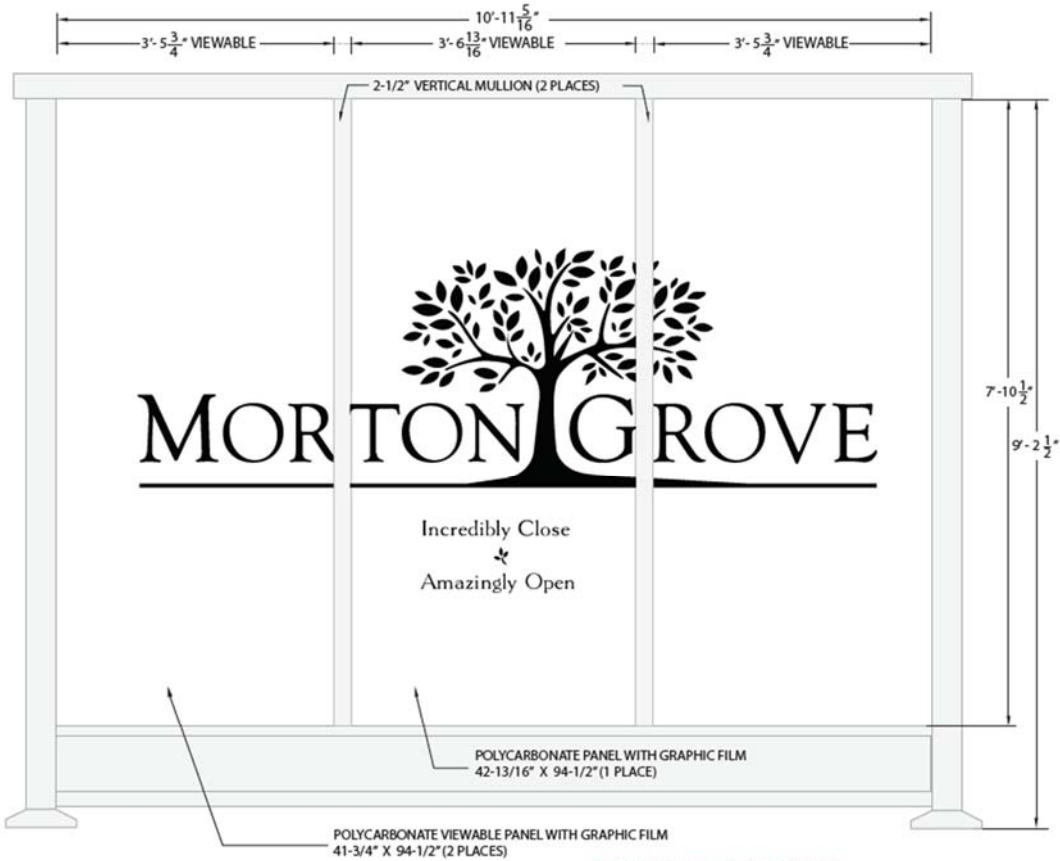


Instruction to manufacturer:
Artwork should be printed in white.

Pulse Dempster Line Rear Shelter Panels

Scale: 1"=1' 0 1 2

ATTACHMENT "3 "



Instruction to manufacturer:
Artwork should be printed in white.

Pulse Dempster Line Rear Shelter Panels

Scale: 1"=1'

ATTACHMENT "4"

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement ("Agreement") is made by Pace, the Suburban Bus Division of the Regional Transportation Authority, an Illinois municipal corporation, ("Pace") and Village of Morton Grove, an Illinois municipal corporation, ("Village"). Pace and the Village are sometimes individually referred to as a "Party" and collectively referred to as the "Parties" in this Agreement.

RECITALS

WHEREAS, Pace was established under the Regional Transportation Authority Act (70 ILCS 3615/1.01 et seq.) to aid and assist public transportation in the six-county northeastern Illinois area; and

WHEREAS, the Village is a home rule unit organized and existing in accordance with Article VII, Section 6 of the Constitution of the State of Illinois (Ill. Const. art VII, § 6); and

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

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) authorizes and encourages intergovernmental cooperation; and

WHEREAS, the Parties are units of local government within the meaning of Article VII, Section 10 of the Constitution of the State of Illinois (Ill. Const. art. VII, § 10) and have the power and authority to enter into this Agreement; and

WHEREAS, Pace, at its sole cost and expense unless otherwise specified in this Agreement, intends to construct and maintain a certain rapid transit network known as the Pulse Dempster Line, which shall include transit station bus stops and terminal stations within the Village ("Pulse Stations"); and

WHEREAS, a Pulse Station shall be on each of the following rights-of-way within the Village: 7202 W. Dempster Street at the northwest corner of Dempster Street and Harlem Avenue ("Harlem Westbound Site"), 6939 W. Dempster Street at the southeast corner of Dempster Street and Waukegan Road ("Waukegan Eastbound Site"), 6880 W. Dempster Street at the northeast corner of Dempster Street and New England Avenue ("Waukegan Westbound Site"), 5941 W. Dempster Avenue at the southeast corner of Dempster Street and Austin Avenue ("Austin Eastbound Site"), and 5998 W. Dempster at the northwest corner of Dempster Street and Austin Avenue ("Austin Westbound Site") (collectively "Sites"); and

WHEREAS, a portion of the Pulse Station on the Harlem Westbound Site shall be on certain real property located in the Village at 7200 Dempster Street (P.I.N. 09-13-403-004-0000); and

WHEREAS, a portion of the Pulse Station on the Waukegan Eastbound Site shall be on certain real property located in the Village at 8745 Waukegan Road (P.I.N. 10-19-127-001-0000); and

WHEREAS, a portion of the Pulse Station on the Waukegan Westbound Site shall be on certain real property located in the Village at 6834 Dempster Street (P.I.N. 10-18-322-042-0000); and

ATTACHMENT "4"

WHEREAS, a portion of the Pulse Station on the Austin Eastbound Site shall be on certain real property located in the Village at 5945 W. Dempster Street (P.I.N. 10-20-200-038-0000); and

WHEREAS, a transit shelter is currently located on the Waukegan Eastbound Site pursuant to an agreement between the Village and IC&SC ("Existing Shelter"); and

WHEREAS, the Village has the power and authority to grant rights and privileges with respect to rights-of-way within the Village; and

WHEREAS, the Parties want to memorialize their respective rights and obligations with respect to the Sites.

NOW, THEREFORE, in consideration of the foregoing Recitals, the mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Effective Date.** This Agreement shall be in effect beginning on the date on which this Agreement is signed by Pace ("Effective Date"). If a Party signs this Agreement but fails to date its signature, the date that the other Party receives the signing Party's signature on this Agreement shall be deemed to be the date that the signing Party signed this Agreement.

2. **Construction and Permits.** Pace, at its sole cost and expense, shall be responsible for the construction of each Pulse Station and for obtaining any necessary permits for the work; provided, however, the Village shall waive all of its fees, costs, and charges for the permits.

Each Pulse Station shall be constructed to allow for the addition of a recycling receptacle.

3. **Removal of Existing Shelter.** Pace shall notify the Village at least 30 days before Pace intends to commence construction of the Pulse Stations. The Village, at its sole cost and expense, shall cause the Existing Shelter to be removed at least seven days before Pace commences construction of the Pulse Station on the Waukegan Eastbound Site. The removal of the Existing Shelter shall be a condition precedent to Pace commencing construction of the Pulse Station on the Waukegan Eastbound Site.

4. **Term.** This Agreement shall remain in effect for an initial term of 15 years following the Effective Date ("Initial Term") and shall thereafter continue in full force and effect unless terminated in accordance with this Agreement.

5. **Fees.** In recognition and consideration of the many benefits that the Pulse Stations will provide to the Village's community, Pace shall not be obligated to pay to the Village any fees, costs, or charges in connection with Pace's use of the Sites.

6. **Ownership.** Each Pulse Station shall, at all times, be and remain the sole property of Pace. The Village shall not assert any claim to or otherwise affect Pace's ownership of any Pulse Station.

7. **Illinois Department of Transportation Forms.** Immediately upon its execution of this Agreement, the Village shall complete the Illinois Department of Transportation's Municipality Review of

ATTACHMENT "4"

Permit Application attached as Exhibit A and Municipality Sidewalk and Shared-Use Path ADA and PROWAG Acceptance Letter attached Exhibit B and deliver them to Pace.

8. **Pulse Station Facilities.** Each Pulse Station shall include the following facilities: heated boarding platform, ramps, plastic bus curb, concrete bus pad, vertical marker pylon with real time sign, shelter, railings, electrical service cabinet, bicycle rack, trash receptacle, utility improvements and relocations, and appurtenances, except the Pulse Station at the Harlem Westbound Site and the Austin Westbound Site shall not include any bicycle racks. The Pulse Station on the Waukegan Westbound Site shall include replacement landscaping (*i.e.*, two trees).

9. **Community Expression Features.**

- (a) **Rear Shelter Panels.** Pace, at its sole cost and expense, shall be responsible for the installation of rear shelter panels that are customized with the artwork as depicted in the attached Exhibit C for the Pulse Station on the Waukegan Westbound Site, the attached Exhibit D for the Pulse Station on the Waukegan Eastbound Site and the Austin Eastbound Site, and the attached Exhibit E for the Pulse Station at the Harlem Westbound Site and Austin Westbound Site. The Village represents and warrants to Pace that the Village owns or has the unrestricted right to use any design, artwork, graphic, logo, copyright, trademark, service mark, trade name, statement, name, photograph, portrait, picture, or illustration and other intellectual property related to the artwork depicted in the attached Exhibit D and Exhibit E.
- (b) **Landscaping.** Pace, at its sole cost and expense, shall be responsible for the installation of replacement landscaping (*i.e.*, two trees) at the Pulse Station on the Waukegan Westbound Site only.
- (c) **Recycling Receptacle.** The Village, at its sole cost and expense, may install a recycling receptacle at each Pulse Station, provided the Village obtains Pace's prior written approval of the location and design of the recycling receptacle at each Pulse Station.

10. **Maintenance, Repair, and Replacement.**

- (a) Except as otherwise provided in (b) and (c) and in paragraph 11, Pace, at its sole cost and expense, shall be responsible for the maintenance, repair, and replacement of each Pulse Station; provided, however, in the event of damage or disrepair to a Pulse Station or any portion thereof ("deficiency"), Pace, in its sole discretion, shall determine whether to remedy the deficiency by repair or replacement of the Pulse Station or any portion thereof. If Pace reasonably determines that a rear shelter panel requires replacement at a Pulse Station, Pace, in its sole discretion, may install a replacement rear shelter panel that is customized with artwork approved by the Village or that is not customized with artwork. The Village's approval shall not be unreasonably withheld, delayed, or conditioned.

ATTACHMENT "4"

- (b) The Village, at its sole cost and expense, shall be responsible for the maintenance, repair, and replacement of any recycling receptacle installed by the Village at a Pulse Station pursuant to paragraph 9(c), including the weekly collection of recycling receptacle contents. In the absence of the Village's maintenance, repair, and/or replacement, Pace may perform or cause to have performed the work in which event the Village shall be responsible for the actual cost thereof.
- (c) Pace intends for the owner of the Waukegan Westbound Site, at the owner's sole cost and expense, to be responsible for the maintenance, repair, and replacement of replacement landscaping (*i.e.*, two trees) at the Pulse Station on the Waukegan Westbound Site. In the event the owner does not agree to be responsible for the maintenance, repair, and replacement, the Pulse Station on the Waukegan Westbound Site shall not include the replacement landscaping.

11. **Utilities.** Pace shall be responsible for the payment of all utility charges for each Pulse Station.

12. **Indemnification.** Pace shall indemnify and defend the Village from and against all liabilities, losses, suits, claims, judgments, fines, or demands of any kind and nature suffered or incurred by the Village for any injury, damage, or loss arising from, related to, or caused by Pace's use of the Sites; provided, however, Pace shall not be liable for any injury, damage, or loss arising from, related to, or caused by the intentional or negligent acts or omissions of the Village, any third party, or their respective directors, officers, employees, and/or agents.

13. **Insurance.** Upon the Village's written request, Pace shall furnish to the Village a Certificate of Insurance evidencing Pace's general liability insurance coverage and naming the Village and the Illinois Department of Transportation as additional insureds. Pace, as a governmental entity, has self-insured limits and shall require all of its contractors and subcontractors performing Pulse Station-related construction and maintenance work at the Sites to obtain insurance that meets the requirements outlined in the attached Exhibit F. Pace, who shall be named as an additional insured on each such contractor's policies, shall make a good faith effort to have the Village named as an additional insured on those policies. Upon Pace's written request, the Village shall furnish to Pace a Certificate of Insurance evidencing the Village's general liability insurance in such amounts as required by the Illinois Department of Transportation and naming the Illinois Department of Transportation as an additional insured and certificate holder.

14. **Termination.**

- (a) Pace may terminate this Agreement at any time, when in Pace's best interest, by providing the Village with written notice of termination. The termination shall be effective on the date on which the notice is deemed effective pursuant to paragraph 25.
- (b) After expiration of the Initial Term, a Party may terminate this Agreement upon 90 days' advance written notice to the other Party. The termination shall be effective on the 90th day following the date on which the notice is deemed effective pursuant to paragraph 25.

ATTACHMENT "4"

- (c) Upon termination of this Agreement, Pace, at its sole cost and expense and as soon as practicable, shall be responsible for the removal of each Pulse Station and the restoration of each Site to substantially the same condition as existed on the Effective Date, excluding ordinary wear and tear; concrete bus pads; utility improvements and relocations; and sidewalks, brick pavers, shared-use paths, and associated ADA and PROWAG-related items. The Village shall allow Pace to continue to use the Sites for purposes of the removal and restoration work. In no event shall Pace be obligated to reinstall the Existing Shelter or to purchase and/or install a transit shelter on the Waukegan Eastbound Site to replace the Existing Shelter.

15. **Compliance with Laws.** The Parties shall comply with all local, state, and federal laws, statutes, ordinances, rules, regulations, and codes applicable to this Agreement, including but not limited to section 2-105(A)(4) of the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)).

16. **Headings.** The headings contained in this Agreement are for reference and convenience only and shall not affect the meaning or interpretation of this Agreement.

17. **Waiver.** Failure of a Party to exercise any right or pursue any remedy under this Agreement shall not constitute a waiver of that right or remedy.

18. **Binding Effect.** This Agreement shall be binding upon the Parties and their respective directors, officers, employees, agents, representatives, successors, and approved assigns.

19. **Entire Agreement.** This Agreement, including the introductory Recitals and any attached exhibits, which are hereby incorporated into and made a part of this Agreement, constitutes the entire agreement between the Parties and supersedes any prior written or oral understandings, agreements, or representations between the Parties that may have related in any way to the subject matter of this Agreement, and no other written or oral warranties, inducements, considerations, promises, or interpretations, which are not expressly addressed in this Agreement, shall be implied or impressed upon this Agreement.

20. **Conflict.** In the event of a conflict or ambiguity between the terms and conditions of this Agreement and any exhibit to this Agreement, the terms and conditions of this Agreement shall control.

21. **Survival.** Any provision of this Agreement that imposes an obligation after termination or expiration of this Agreement shall be deemed to survive termination or expiration of this Agreement.

22. **Severability.** If any provision of this Agreement is held invalid or unenforceable by an Illinois court of competent jurisdiction, such provision shall be deemed severed from this Agreement and the remaining provisions of this Agreement shall remain in full force and effect.

23. **Assignment.** No Party shall assign, delegate, or otherwise transfer all or part of its rights and obligations under this Agreement without the prior written consent of the other Party.

24. **Amendment.** No changes, amendments, or modifications to this Agreement shall be valid unless in writing and signed by the duly authorized signatory of each Party.

ATTACHMENT "4"

25. **Notice.** Any notice under this Agreement shall be in writing and shall be given in the following manner:

- (a) by personal delivery (deemed effective as of the date and time of delivery); or
- (b) by commercial overnight delivery (deemed effective on the next business day following deposit of the notice with a commercial overnight delivery company); or
- (c) by registered or certified mail, return receipt requested, with proper postage prepaid (deemed effective as of the second business day following deposit of the notice in the U.S. mail).

Business days are defined as Monday through Friday, excluding federal holidays. Business hours are defined as 8:00 a.m. to 5:00 p.m. Central Time on Monday through Friday, excluding federal holidays. The notice shall be addressed as follows or addressed to such other address as either Party may from time to time specify in writing to the other Party:

If to Pace:

Pace, the Suburban Bus Division of the RTA
550 W. Algonquin Road
Arlington Heights, IL 60005
Attention: Executive Director

With copy to:

Pace, the Suburban Bus Division of the RTA
550 W. Algonquin Road
Arlington Heights, IL 60005
Attention: General Counsel

If to the Village:

Village of Morton Grove
6101 Capulina Avenue
Morton Grove, IL 60053
Attention: Ralph E. Czerwinski, Village Administrator

With copy to:

Teresa Hoffman Liston
Corporation Counsel
6101 Capulina Avenue
Morton Grove, IL 60053

ATTACHMENT "4"

26. **Governing Law, Jurisdiction, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to principles of conflicts of law, and the Parties shall submit to the exclusive jurisdiction and venue of the state courts of Cook County, Illinois for any dispute arising out of or related to this Agreement.

27. **Interpretation.** The word "shall" when used in this Agreement is mandatory and not permissive.

28. **Counterparts.** This Agreement may be executed in counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

29. **Signature.** A signature to this Agreement that is transmitted by facsimile or scanned and transmitted electronically shall be deemed an original signature for purposes of this Agreement.

30. **Authorization.** The signatories to this Agreement represent and warrant that they have full authority to sign this Agreement on behalf of the Party for whom they sign.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized signatory on the dates below.

PACE

By: _____
Signature

Print Name: Rocco L. Donahue

Title: Executive Director

Date: _____

VILLAGE

By: _____
Signature

Print Name: _____

Title: _____

Date: _____

ATTACHMENT "4"

EXHIBIT A



Illinois Department of Transportation

Division of Highways/District 1
201 West Center Court/Schaumburg, Illinois 60196-1096

MUNICIPALITY REVIEW OF

PERMIT APPLICATION

To assure that municipality officials are aware of State highway permit work requested within their municipality limits, we require acknowledgement of State Highway Permit Applications by a municipal official. The following statement must be completed and returned to the address above before a State Highway Permit will be issued.

The undersigned acknowledges that the municipality is aware that a State Highway Permit has been requested by

_____ (company or individual)
for construction at _____
(address of permit work)

in the municipality of _____.

Signed _____
(Municipality Representative)

(Title)

(Date)

ATTACHMENT "4"

EXHIBIT B

Municipality Sidewalk and Shared-Use Path ADA and PROWAG Acceptance Letter

Upon completion of the permitted work, _____
(Describe work)

at _____, associated with permit number _____, the
(Physical Address / Location) (Permit Number, to be filled in by IDOT)

_____ of _____, _____ accepts the long term
(Village, City, etc.) (State)

responsibility for the administration, control, reconstruction, and maintenance of the sidewalk, brick

pavers, and/or shared-use path and ADA and PROWAG related items associated with the

aforementioned work on the right-of-way of the State Highway known as _____

Route _____, in _____ County, in accordance with the "ADA Standards for Accessible

Design" guidebook and the "Public Right-of-Way Accessibility Guidelines" (PROWAG), within the public

right of way and along the frontage of the above address(es) / location(s).

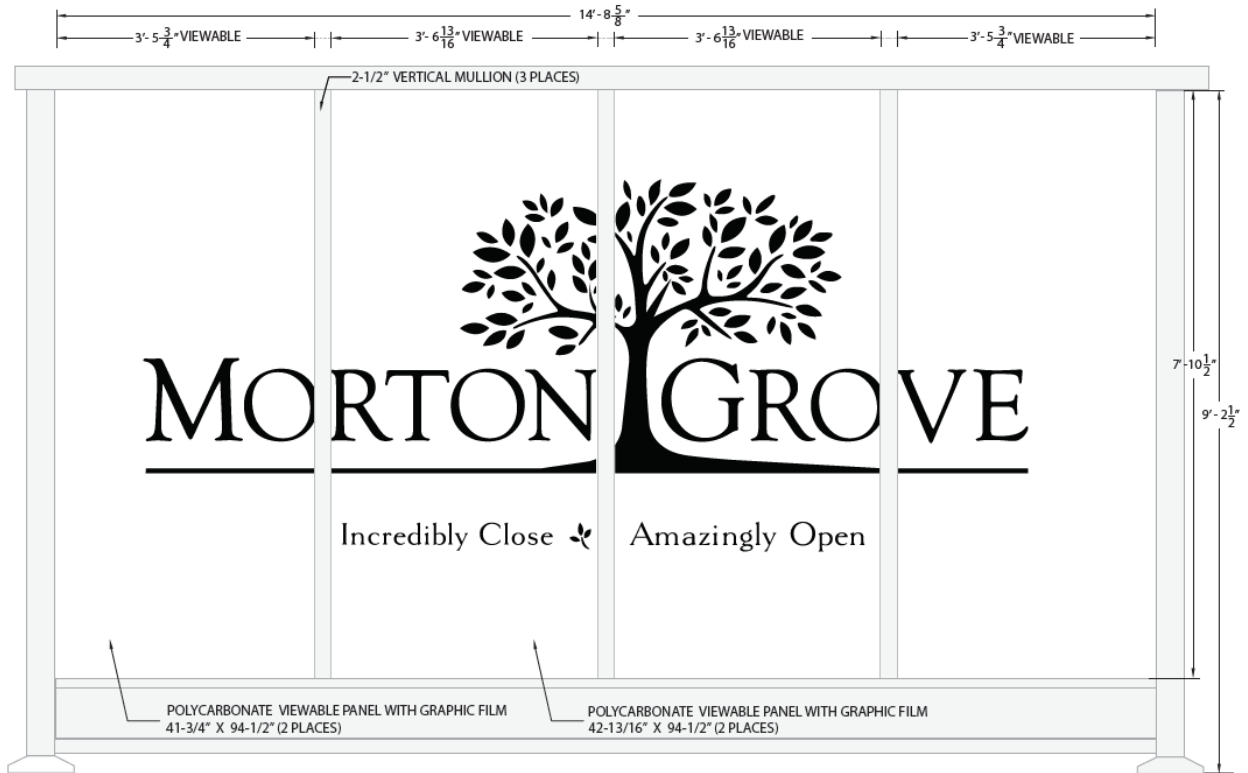
(Municipality Representative Name) (Municipality Representative Title)

(Municipality Representative Signature) (Date)

Scale: 1"=1' 

ATTACHMENT "4"

EXHIBIT D



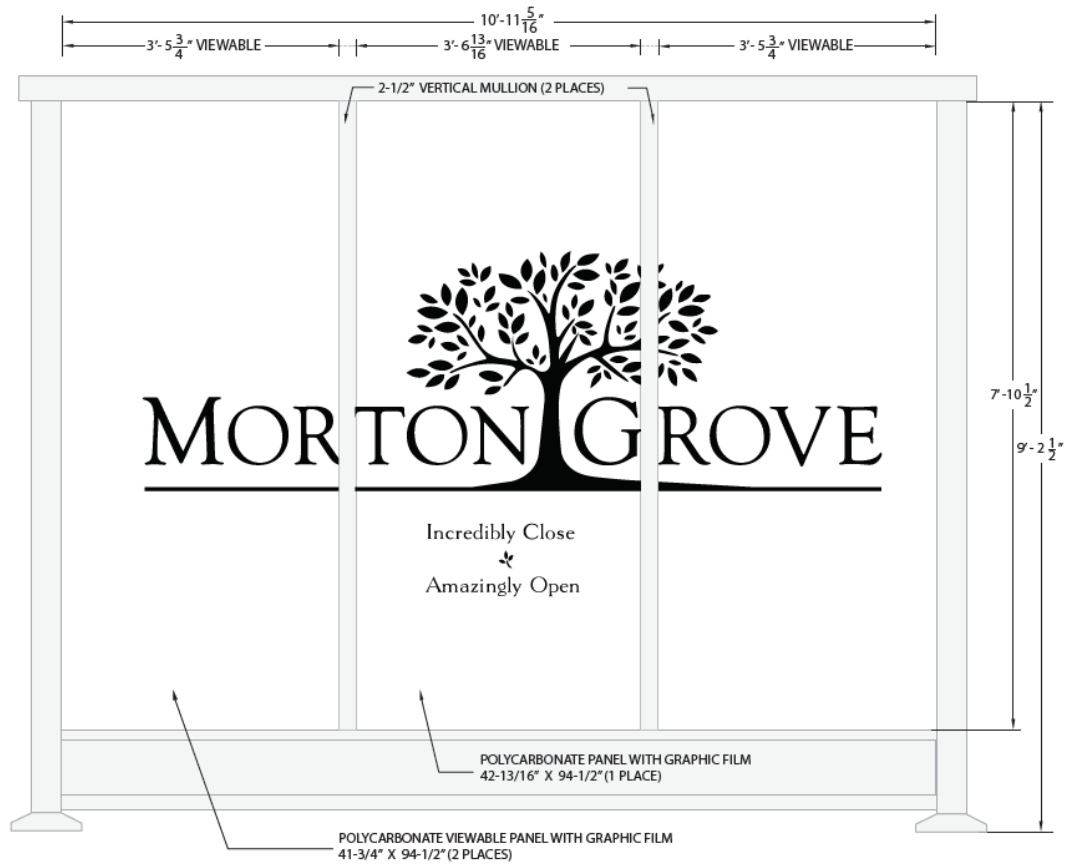
Instruction to manufacturer:
Artwork should be printed in white.

Pulse Dempster Line Rear Shelter Panels

Scale: 1"=1' 0 1' 2'

ATTACHMENT "4"

EXHIBIT E



Instruction to manufacturer:
Artwork should be printed in white.

Pulse Dempster Line Rear Shelter Panels

Scale: 1"=1'

ATTACHMENT "4"

EXHIBIT F

Insurance Requirements

Contractor shall obtain insurance coverage required by this exhibit and maintain such coverage for the term of Contractor's contract ("Contract") with Pace, the Suburban Bus Division of the Regional Transportation Authority ("Pace"), plus two additional years. If Contractor's warranty and/or a materials warranty applies to this Contract and extends beyond two years from the term of this Contract, evidence of insurance coverage shall be for the entire length of Contractor's warranty or the materials warranty, whichever is greater. All insurers must maintain a rating of A-VII or better as rated by A. M. Best Company.

Contractor shall insert the substance of this exhibit in Contractor's contracts with subcontractors and independent contractors performing work in connection with this Contract ("Subs/Independents") and shall require all Subs/Independents to provide and maintain the insurance required by this exhibit. It is Contractor's sole responsibility to ensure that the insurance coverage of the Subs/Independents meets or exceeds the insurance coverage required by this exhibit.

Prior to Contract award and within five business days of Pace's written request, Contractor shall provide Pace with the Certificate of Insurance and endorsements required by this exhibit for Pace's approval. Pace must approve of Contractor's evidence of insurance coverage required by this exhibit prior to Contractor commencing work under this Contract. Contractor's failure to provide the evidence of insurance coverage required by this exhibit may result in a not responsible determination against Contractor as solely determined by Pace. Any failure by Pace to demand or receive proof of insurance coverage or to identify a deficiency in the evidence of insurance coverage provided shall not constitute a waiver of Contractor's obligation to obtain the insurance required by this exhibit.

The provisions of this exhibit, including the required minimum insurance coverages, in no way limit Contractor's responsibilities under other provisions of this Contract, including the indemnification provision in this Contract. Contractor's failure to carry, maintain, and/or document the insurance required by this exhibit shall constitute a breach of this Contract.

☒ **Evidence of Insurance** shall be on Acord 25 (or equivalent) Certificate of Insurance form and shall evidence all insurance coverage, limits, and endorsements required by this exhibit. Prior to the renewal date of each insurance policy required by this exhibit, Contractor shall provide Pace with an updated Certificate of Insurance by email to insurancecert@pacebus.com.

Contractor shall include with the Certificate of Insurance submitted to Pace: "Additional Insured" endorsements (CG 20 10, CG 20 37, CG 20 26 {Commercial General Liability}, and CA 20 48 {Automobile Liability}) and other policy endorsements required by this exhibit, including WC ISO WC 00 03 13.

"Other Insurance" policy clause shall be shown on the Certificate of Insurance with the following wording: "This insurance is primary, non-contributory, and not excess of any other insurance of Pace, the Suburban Bus Division of the RTA, and the Illinois Department of Transportation (if so required by IDOT)." This applies to all insurance policies where Additional Insured status is a requirement of this exhibit.

ATTACHMENT "4"

Waiver of subrogation must be shown on the Certificate of Insurance.

Additional Insured shall be shown on the Certificate of Insurance as the "Regional Transportation Authority (RTA)," "Pace, the Suburban Bus Division of the RTA," and the "Illinois Department of Transportation" (if so required by IDOT).

The Certificate of Insurance must disclose all deductibles or self-insured retentions, as applicable.

The insurance required by this exhibit shall provide for written notice of policy cancellation to Pace's Insurance Liaison at least 30 days prior to the effective date of such cancellation.

The Certificate Holder shall be shown on the Certificate of Insurance as:

Pace, the Suburban Bus Division of the Regional Transportation Authority
Attention: Insurance Liaison
550 W. Algonquin Road
Arlington Heights, IL 60005

Insurance Coverages:

Minimum insurance requirements for this Contract are identified in those paragraphs below marked with an ☒:

- ☒ **Business Automobile Liability Insurance** affording the following coverage and limits: combined single limit of \$1,000,000 each accident for bodily injury and property damage liability arising from owned, non-owned, and hired vehicles. The policy shall name the Regional Transportation Authority (RTA), Pace, the Suburban Bus Division of the RTA, and the Illinois Department of Transportation (if so required by IDOT) as Additional Insured by endorsement to the policy.
- ☒ **Commercial General Liability Insurance (Broad Form)** affording the following coverage and limits: Each Occurrence-\$1,000,000; General Aggregate-\$2,000,000; Products/Completed Operations Aggregate-\$2,000,000; and Personal & Advertising Injury-\$1,000,000. The policy shall be written on an ISO CG 00 01 (or equivalent) and shall name the Regional Transportation Authority (RTA), Pace, the Suburban Bus Division of the RTA, and the Illinois Department of Transportation (if so required by IDOT) as Additional Insured by endorsement to the policy.
- ☒ **Workers' Compensation and Employer's Liability Insurance** affording the following coverage and limits: Coverage A-Statutory Benefits and Coverage B-Employer's Liability-\$500,000 Each Accident, \$500,000 Disease-Each Employee, \$500,000 Disease-Policy Limit. Executive officers, sole proprietors, general contractors utilizing independent contractor labor, and others not required by the Illinois Workers' Compensation Act to obtain workers' compensation insurance coverage shall execute a hold harmless agreement provided by Pace.

ATTACHMENT "4"



Umbrella Liability Insurance affording the following coverage and limits: \$5,000,000 each occurrence and \$5,000,000 aggregate. The insurance shall provide coverage at least as broad as each of the underlying policies.



Waiver of Subrogation

Contractor and its insurer shall waive any rights of subrogation that they have against Pace, the Regional Transportation Authority (RTA), and the Illinois Department of Transportation (if so required by IDOT) and, in connection therewith, Contractor's insurance policies required under this exhibit shall include a waiver of subrogation clause or endorsement.