MORTON GROVE
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VILLAGE BOARD OF TRUSTEES
REGULAR MEETING NOTICE/AGENDA
TO BE HELD AT THE RICHARD T. FLICKINGER MUNICIPAL CENTER
SCANLON CONFERENCE ROOM

March 9, 2020
6:00 pm

(The hour between 6:00 and 7:00 pm is set aside for Executive Session per 1-5-7A of the Village of Morton Grove Municipal Code.
If the Agenda does not include an Executive Session, the meeting will begin at 7:00 pm.)

1. Call to Order
2. Pledge of Allegiance
3. Executive Session

THE BALANCE OF THE MEETING SHALL COMMENCE AT 7:00 PM IN THE COUNCIL CHAMBERS OF THE RICHARD T. FLICKINGER MUNICIPAL CENTER

4. Reconvene Meeting
5. Pledge of Allegiance
6. Roll Call
7. Approval of Minutes – Regular Meeting – February 24, 2020
8. Special Reports
   a. Dine MG winners to be announced
9. Public Hearings
10. Residents’ Comments (agenda items only)

11. President’s Report — Administration, Comprehensive Plan, Council of Mayors, Northwest Municipal Conference, Strategic Plan Committee
   a. Request Confirmation of Appointments to:
      The Appearance Commission – Bill Zimmer

12. Clerk’s Report — Condominium Association, Strategic Plan Committee

13. Staff Reports
   a. Village Administrator
      1) Resolution 20-17 (Introduced March 9, 2020)
         Authorizing a License Agreement between the Village and Bensidoun USA, Inc. to
         Operate a French Market at the American Legion Memorial Civic Center
      2) Miscellaneous Reports and Updates
   b. Corporation Counsel

14. 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 Minx – Finance Department, Finance Advisory Commission, Appearance Commission,
      Capital Projects, Natural Resource Commission, Waukegan Road TIF (Trustee Grear)
   c. Trustee Ramos – Environmental Health, IT, Legal Department, Traffic Safety Commission,
      Emergency Management Agency (Trustee Travis)
   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 Ramos)
   f. Trustee Witko – Farmers’ Market, Public Works Department, Community and Economic
      Development Department, Economic Development Commission, Dempster Street Corridor Plan,
      Sawmill Station TIF (Trustee Thill)
      1) Resolution 20-18 (Introduced March 9, 2020)
         Authorizing the Purchase of One 2020 Ford F-250 Pickup Truck through the Suburban
         Purchasing Cooperative Bid Program
      2) Resolution 20-19 (Introduced March 9, 2020)
         Authorizing the Annual Fourth of July Parade and Closure of Dempster Street
14. Reports by Trustees

f. Trustee Witko (continued)

3) Resolution 20-20 (Introduced March 9, 2020)
Authorizing the Execution of a Service Contract Extension with H&H Electric Company for the 2020 Traffic Signal and Street Lighting Maintenance Program

15. Other Business

16. Presentation of Warrants - $829,431.91

17. Residents’ Comments

18. Executive Session – Personnel Matters, Labor Negotiations, Pending Litigation, and Real Estate

19. Adjournment – To ensure full accessibility and equal participation for all interested citizens, individuals with disabilities who plan to attend and who require certain accommodations in order to observe and/or participate in this meeting, or who have questions regarding the accessibility of these facilities, are requested to contact Susan or Jake (847/470-5220) promptly to allow the Village to make reasonable accommodations.
CALL TO ORDER

Village President Dan DiMaria convened the Regular Meeting of the Village Board at 7:00 p.m. in the Council Chambers of Village Hall. He then led the assemblage in the Pledge of Allegiance.

V. Village Clerk Eileen Harford called the roll. Present were: Trustees Bill Grear, Rita Minx, Ed Ramos, John Thill, Connie Travis, and Janine Witko.

APPROVAL OF MINUTES

Trustee Thill moved to accept the Minutes of the Regular Board Meeting of February 10, 2020 as presented, seconded by Trustee Witko. Motion passed unanimously via voice vote.

SPECIAL REPORTS

1. Presentation by the Morton Grove Foundation on the Taste of Morton Grove
   a. Mayor DiMaria introduced Nick Marino from the Morton Grove Foundation to talk about the upcoming Taste of Morton Grove.
   b. Mr. Marino cordially invited all present at the meeting and those watching on television to come to the White Eagle, 6839 N. Milwaukee Avenue in Niles, on Thursday, March 12, at 5:30 p.m. for the biggest and best party in town, the Taste of Morton Grove. The Taste is sponsored by the Morton Grove Foundation, a 501(c)3 organized comprised of residents and business people in Morton Grove.
   c. This is the 32nd annual Taste, and typically, between 700 and 800 people attend. The event is run by an all-volunteer committee. The Taste is the Foundation's most important fund-raising event; all the monies generated go to local civic and charitable organizations in the form of grants. Tickets for the Taste are available at Village Hall or online and are $35 in advance or $45 at the door.
   d. Mr. Marino said he could not say enough about the volunteers and the countless hours that go into making this a special event. He encouraged everyone to come and sample foods from the 25+ restaurants that will be there, and enjoy an evening of food, fun, and friends.
IX.

PUBLIC HEARINGS

NONE

X.

RESIDENTS’ COMMENTS (Agenda Items Only)

NONE

XI.

PRESIDENT’S REPORT

1. Mayor DiMaria sought the Board’s concurrence of his appointments of Lea C. Beaubien to the Advisory Commission on Aging, and of Ashur Shiba to the Economic Development Commission.

Trustee Travis so moved, seconded by Trustee Thill. Motion passed unanimously via voice vote.

Mayor DiMaria thanked Lea and Ashur for stepping up and volunteering to participate on these two very important Village commissions.

2. Mayor DiMaria said that the Neighborhood Outreach, held on Thursday, February 20, was very productive and interactive. It was held at Edison School. Many residents showed up to meet and engage in dialogue with the elected officials and department heads. He thanked everyone who came out Thursday night.

3. Mayor DiMaria said that February, National Restaurant Month, is quickly coming to an end. He encouraged everyone to become eligible for a $25 gift card to a local restaurant by submitting a receipt from a local restaurant or pictures of you (and your friends and family) dining at a local restaurant, along with an entry form to www.mortongroveli.org/dineout. He said that ten $25 gift cards will be drawn at a March Board Meeting.

4. Mayor DiMaria thanked Nick Marino for his informative presentation and added his own encouragement for people to attend the Taste on Thursday, March 12, noting that some incredible restaurants will be featured and it would be a good way to break out of “cabin fever.”

5. The mayor discussed the 2020 Census, noting that census results have an impact on planning and funding for the Village and regional concerns ranging from health clinics to highways, from emergency response to education programs, such as Head Start and college tuition assistance, and so much more. The 2020 Census is the first time you can respond online, as well as by phone or mail. The answers you provide are only used to produce statistics—the Census Bureau is not permitted to publicly release your responses in any way that could identify you or anyone else in your home.

a. Mayor DiMaria said that, in mid-March, homes will begin receiving invitations to complete the Census. April 1, Census Day is observed nationwide. By this date, every home will have received an invitation to participate in the 2020 Census. He urged people to “be counted” and said that if any household has not received a census form by April 1st, they should contact Village Hall.
XI. **PRESIDENT'S REPORT** (continued)

6. Mayor DiMaria announced that PACE is contemplating changes in its bus routes, one of which will affect Morton Grove. Route 210 is a PACE route running through the Village; it connects Glenbrook Hospital to Lincolnwood Town Center with stops down Waukegan, across Dempster, down Ferris, and along Lincoln Avenue. PACE is proposing to discontinue this route. Anyone who'd like to weigh in on this can do so by calling PACE at 847-364-7223 or by going to PaceBus.com and submitting comments using the Public Hearing Comment Form. You can also send your comments to Pace at 550 W. Algonquin Road, Arlington Heights, IL 60006, attention: External Relations.

7. Mayor DiMaria said that the Niles Township District for Special Education is in search of para-professionals to work with students with diverse learning needs ages 3–21. If you'd like more information, please reach out to Tarin Kendrick at tkendrick@ntdse.org.

8. Mayor DiMaria said there is still space available for the Citizens Police Academy program run by the Morton Grove Police Department. This is a 10-week program for anyone interested in getting an up-close look at what the Police Department does. It is designed to give participants an understanding of the operation of the MG Police Department and a working knowledge of what law enforcement is all about. Classes are held once a week, on Tuesday evenings, and are approximately two hours long (6:30 p.m. to 8:30 p.m.). Classes are limited to 20 students, so anyone who is interested should register early. Register by calling Officers Juras or Lietz at 847-470-5200. The sessions are free, and the next session of the Citizens Police Academy begins on March 24 and ends on May 26.

XII. **CLERK'S REPORT**

Clerk Harford had no report.

XIII. **STAFF REPORTS**

* Village Administrator:

  Mr. Czerwinski had no report.

B. **Corporation Counsel:**

Corporation Counsel Liston had no report this evening.

XIV. **TRUSTEES' REPORTS**

A. **Trustee Grear:**

1. Trustee Grear presented Resolution 20-12, Authorizing the Village of Morton Grove to Enter Into an Amended and Restated Intergovernmental Police Assistance Agreement for the North Regional Major Crimes Task Force and to Approve Its Amended Bylaws.
XIV. TRUSTEES' REPORTS (continued)

A. Trustee Grear: (continued)
   a. Trustee Grear said that, in 1997, the Village joined the North Regional Major Crimes Task Force (NORTAF), an organization which provides its members with enhanced access to facilities, programs, and assistance when a law enforcement incident or investigation necessitates additional resources, equipment, and personnel. Current members of NORTAF include Morton Grove, Evanston, Northbrook, Northfield, Skokie, Wilmette, and Winnetka. The resolution will approve updated bylaws and an amended intergovernmental agreement among NORTAF’s members to provide legal defenses and indemnification for NORTAF members.

   Trustee Grear moved to adopt Resolution 20-12, seconded by Trustee Witko.

   Motion passed: 6 ayes, 0 nays.

B. Trustee Minx:

   Trustee Minx had no report this evening.

C. Trustee Ramos:

   Trustee Ramos had no report this evening.

D. Trustee Thill:

   Trustee Thill had no report this evening.

E. Trustee Travis:

   1. Trustee Travis said that the Village’s Winter Photo Contest, sponsored by the Community Relations Commission, began January 1 and ends on March 31. There is no specific theme for the contest. She encouraged all Morton Grove residents to submit up to five entries. Photos can be emailed between now and March 31 to CRC@mortongroveil.org, or dropped off or mailed to Village Hall. The winning photos will be announced at an April Village Board meeting and will be enlarged, framed, and displayed at Village Hall.
TRUSTEES’ REPORTS (continued)

F. Trustee Witko:

1. Trustee Witko presented Resolution 20-13, Authorizing the Purchase of Police Pursuit Vehicles Through the Suburban Purchasing Cooperative Bid Program.

   a. She explained that, every three years, high mileage squad vehicles are replaced to insure key equipment utilized by the Village’s police officers does not fail during their duties as public safety first responders. The squads are utilized 24 hours a day and they need to be in excellent condition at all times. This resolution will authorize the Village Administrator to purchase two police sports utility squad cars from Currie Motors Fleet in Frankfort, Illinois. Currie Motors was awarded the contract by the Suburban Purchasing Cooperative to sell 2020 Ford Utility Interceptors until August 31, 2020. Purchasing squad cars from the Suburban Purchasing Cooperative allows municipalities to bypass formal bid procedures. The purchase of these two vehicles will cost $67,170.00.

Trustee Witko moved, seconded by Trustee Travis, to approve Resolution 20-13.

   Motion passed: 6 ayes, 0 nays.

   Tr. Grear  aye  Tr. Minx  aye  Tr. Ramos  aye
   Tr. Thill  aye  Tr. Travis  aye  Tr. Witko  aye

2. Next, Trustee Witko presented Resolution 20-14, Authorizing the Purchase of One New 2020 S76 Bobcat Skid Steer Loader Through the Sourcewell Purchasing Cooperative Procurement Program.

   a. She explained that the Public Works Department routinely review vehicles and equipment for fuel economy, safety, dependability, age, and excessive repair costs. Public Works has determined that the 2009 Bobcat currently being used no longer meets the requirements of the Department. The Sourcewell Purchasing Cooperative Procurement Program represents approximately 350 Illinois municipalities, and along with those municipalities, the Village has used them for the acquisition of vehicles and equipment since 2011. The Cooperative had conducted a bidding process for a S76 T4 Bobcat Skid Steer Loader. Atlas Bobcat in Elk Grove Village was selected as the low bidder. The purchase price for this equipment is $51,924, minus $24,000 for trading in the 2009 Bobcat, bringing the actual purchase price to $27,924.

Trustee Witko moved to approve Resolution 20-14, seconded by Trustee Minx.

   Motion passed: 6 ayes, 0 nays.

   Tr. Grear  aye  Tr. Minx  aye  Tr. Ramos  aye
   Tr. Thill  aye  Tr. Travis  aye  Tr. Witko  aye

3. Trustee Witko then presented Resolution 20-15, Authorizing the Purchase of One New 2020 Model 420F2 Caterpillar Backhoe Loader Through the Sourcewell Purchasing Cooperative Procurement Program.

   a. She explained that, in the normal course of its reviews of vehicles and equipment, Public Works has determined that the 2001 Backhoe Loader currently being used by the Water/Sewer
XIV. TRUSTEES’ REPORTS (continued)

F. Trustee Witko: (continued)

Division no longer meets the requirements of the Department. The Sourcewell Purchasing Cooperative has conducted a bidding process for a 420F2 IT Caterpillar Backhoe Loader. Altorfer CAT in Elmhurst was selected as the low bidder. The purchase price for this equipment is $160,805.00, plus a Power Tilt-Fusion Coupler, and MB bucket at a cost of $20,136.60, an extended warranty of $6,600, and freight/delivery/dealer prep charges of $1,500.00. After applying the trade-in value ($21,000) of the current 2001 Backhoe, and a USA Government discount of $53,832.00, the actual purchase price is $114,269.60.

Trustee Witko moved, seconded by Trustee Grear, to approve Resolution 20-15.

Motion passed: 6 ayes, 0 nays.

Tr. Grear aye  Tr. Minx aye  Tr. Ramos aye
Tr. Thill aye  Tr. Travis aye  Tr. Witko aye

b. Trustee Thill asked Public Works Director Joe Dahm if the Village would get more money by auctioning the current Backhoe, instead of trading it in. Mr. Dahm responded, "Not in this case."

4. Next, Trustee Witko presented Resolution 20-16, Authorizing the Annual Memorial Day Parade and Closure of Dempster Street.

a. She explained that the Illinois Department of Transportation (IDOT) requires the Village to adopt a resolution approving the closure of Dempster Street for the annual Memorial Day Parade. This resolution authorizes the Village Engineer to file an application through IDOT for the closing of Dempster Street from 12:30 p.m. to 4:30 p.m. on Sunday, May 24, 2020 for the Parade, which is scheduled to be held at 1:30 p.m. on that date. The Village assumes full responsibility for the direction, protection, and regulation of traffic during the time the detour is in effect, and all liabilities for damages of any kind occasioned by the closing of this state route.

Trustee Witko moved to approve Resolution 20-16, seconded by Trustee Grear

Motion passed: 6 ayes, 0 nays.

Tr. Grear aye  Tr. Minx aye  Tr. Ramos aye
Tr. Thill aye  Tr. Travis aye  Tr. Witko aye

XV. OTHER BUSINESS

Trustee Thill asked if the Village can legally set a limit on the number of times a person can come to a Village Board meeting and talk about the same topic.

Corporation Counsel Liston said the Village has the right, under the Open Meetings Act, to establish reasonable rules and regulations as to how long a speaker can speak, and at what point during the meeting they can speak. The Act has been amended so that now anyone can speak, not only residents. The Village prefers communications to open and respectful of everyone’s time and everyone’s opinion. The limitations the Village imposes must be reasonable.
Trustee Minx presented the Warrant Register for February 24, 2020 in the amount of $706,741.22. She moved that the Warrants be approved as presented, seconded by Trustee Ramos.

Motion passed: 6 ayes, 0 nays.

Tr. Grear  aye  Tr. Minx  aye  Tr. Ramos  aye
Tr. Thill   aye  Tr. Travis  aye  Tr. Witko  aye

Rudolf Vilk addressed the Board. Mayor DiMaria reminded him he has a three-minute limit. Mr. Vilk said he is confused because he never gets any answers to his questions or letters. He said Corporation Counsel Liston is confused and unresponsive, and indicated that he had asked Jan Schakowsky to weigh in on his issues. He said he's received one letter from the Village Administrator, adding that Ms. Liston refuses to speak with him. He admonished the Board members to "act like adults" and asked that he received an official letter responding to his issues, signed by the Mayor.

Mayor DiMaria said he did not want to get into a question and answer session, but when someone comes after one of his department heads and says that person is non-responsive, the Mayor said he wanted to address it. He told Mr. Vilk that he had personally met with Mr. Vilk in his office and talked with him several times. He said he would give Mr. Vilk a copy of the letters sent to him by Mr. Czerwinski, responding to Mr. Vilk's concerns, one from this year and one from September of 2018. Mayor DiMaria said to Mr. Vilk, "The Village has resolved one of your issues. We responded to the other issue, but you refuse to accept our response." Mayor DiMaria said he was satisfied that the Village has done everything possible to communicate with Mr. Vilk, to answer his questions, and to solve some of his issues. He thanked Mr. Vilk for his comments.

Nancy Lanning said she had noticed the other night a vehicle in her neighborhood that didn't belong. She called the Police Department; they investigated and then contacted her to assure her that it was okay. She said she was grateful to the Police Department for investigating and then reaching back out to her.

Mrs. Lanning also wanted to thank the staff who attend the Neighborhood Outreach Meetings; they're patient with peoples' questions and can generally offer answers. She also encouraged people to sign up for the Citizens' Police Academy program, saying it's very interesting and beneficial.

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

Motion passed unanimously via voice vote.
The meeting adjourned at 7:27 p.m.
PASSED this 9th day of March, 2020.

Trustee Grear
Trustee Minx
Trustee Ramos
Trustee Thill
Trustee Travis
Trustee Witko

APPROVED by me this 9th day of March, 2020.

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

APPROVED and FILED in my office this 10th day of March, 2020.

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

Resolution 20-17

AUTHORIZING A LICENSE AGREEMENT BETWEEN
THE VILLAGE OF MORTON GROVE AND BENSIDOUN USA, INC.
TO OPERATE A FRENCH MARKET AT THE CIVIC CENTER

Introduction: March 9, 2020

Purpose: To approve a 10-year license agreement with Bensidoun USA, Inc., of Chicago, Illinois for the operation of a French Market at the Civic Center

Background: Since 2010 the Morton Grove Chamber of Commerce and its Farmers’ Market Committee have operated a Farmers Market in the Village of Morton Grove. In 2019, the Farmers Market Committee announced it would cease operating the Farmers’ Market at the end of the 2019 season. The Village has been approached by Bensidoun USA, Inc., of Chicago, Illinois (“Bensidoun”) offering to replace the Farmers Market with a French Market. French Market is similar to a Farmers Market where customers can buy a variety of fresh foods and drinks, flowers, clothing, crafts, and other items sold by local vendors in open air pavilions Bensidoun currently operates successful French Markets in Chicago, Geneva, Glencoe, Glen Ellyn, Highland Park, Lisle, and Wilmette. This Resolution will authorize the Village Administrator to finalize and execute a ten-year license agreement with Bensidoun to operate a French Market at the American Legion Memorial Civic Center, (6140 Dempster Street). Under the terms of the Agreement, Bensidoun will promote and operate a French Market open to the public each Saturday pursuant to an annual schedule approved by the Village and Bensidoun. The Market will have at least 12 vendors and at least 50% of the vendors will sell produce and food products including but not limited to fresh vegetables, meats, cheeses, fruits, flowers, and baked goods for retail sale and on premise consumption. The agreement also contains provisions requiring Bensidoun to pay the Village an annual license fee in 2021 of $1,500.00, which will increase by $100.00 each year thereafter, maintain adequate insurance, keep an onsite manager on the premise during the French Market’s operations, and follow regulations to keep the Village property clean, safe, orderly, and in good repair. The Village will provide resources to help set up and break down the vendor’s tents before and after each Market.

Group Affected: Administration and Finance Departments

Fiscal Impact: A $1,500 fee will be received by the Village starting in 2021 and each year thereafter will be increased $100. The Village’s costs to support the Market is anticipated to cost approximately $3,000 per year

Source of Funds: General Fund

Workload Impact: The Administration and Finance Departments will oversee and coordinate the management of this agreement.

Admin Recommend: Approval as presented

Second Reading: Not required.

Special Considerations: None.

Respectfully submitted:
Ralph E. Czerwinski Village Administrator

Prepared by: Teresa Hoffman Liston Corporation Counsel
RESOLUTION 20-17

AUTHORIZING A LICENSE AGREEMENT BETWEEN
THE VILLAGE OF MORTON GROVE AND BENSIDOUN USA, INC.
TO OPERATE A FRENCH MARKET AT THE CIVIC CENTER

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

WHEREAS, since 2010 the Morton Grove Chamber of Commerce and its Farmers’ Market Committee have operated a Farmers Market in the Village of Morton Grove which offered locally grown and prepared fresh produce, meats, cheeses, plants and related items for sale to Village residents and guests; and

WHEREAS, last year the Farmers Market Committee announced it would cease operating the Farmers’ Market at the end of the 2019 season; and

WHEREAS, Bensidoun USA, Inc., of Chicago, Illinois (“Bensidoun”) currently operates successful French Markets in Chicago, Geneva, Glencoe, Glen Ellyn, Highland Park, Lisle, and Wilmette; and

WHEREAS, a French Market is similar to a Farmers Market where customers can buy a variety of fresh foods and drinks, flowers, clothing, crafts, and other items sold by local vendors in open air pavilions; and

WHEREAS, the Village Administrator has negotiated an agreement (the “Agreement”) with Bensidoun which will grant Bensidoun a ten year license to operate a French Market in the Village at the American Legion Memorial Civic Center, 6140 Dempster Street, Morton Grove, Illinois; and

WHEREAS, under the terms of the Agreement, Bensidoun will promote and operate a French Market open to the public each Saturday pursuant to an annual schedule approved by the Village and Bensidoun. Said French Market shall have at least 12 vendors and at least 50% of the vendors will sell produce and food products including but not limited to fresh vegetables, meats, cheeses, fruits, flowers, and baked goods for retail sale and on premise consumption; and

WHEREAS, the Agreement also contains provisions requiring Bensidoun to pay the Village an annual license fee in 2021 of $1,500.00, which will increase by $100.00 each year thereafter, will
maintain adequate insurance, will keep an onsite manager on the premise during the French Market’s operations, and will follow regulations to keep the Village property clean, safe, orderly, and in good repair; and

WHEREAS, the Village will provide resources to help set up and break down the vendor’s tents before and after each Market; and

WHEREAS, the Village Board has determined it will be in the best interests of the Village and its resident to authorize the execution of a license agreement in substantial conformity with Exhibit “A”.

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 hereby approve and authorize the Village Administrator to execute a license agreement in substantial conformity with Exhibit “A” for the operation of a French Market at the American Legion Memorial Civic Center, 6140 Dempster Street, Morton Grove, Illinois.

SECTION 3: The Village Administrator will see to it that Bensidourn USA, Inc. of Chicago, Illinois provides adequate insurance, an onsite manager and follows regulations to make sure the Village’s property is appropriately maintained.

SECTION 4: This Resolution shall be in full force and effect from and after its adoption.

PASSED this 9th day of February 2020.

Trustee Grear

Trustee Minx

Trustee Ramos

Trustee Thill

Trustee Travis

Trustee Witko
APPROVED by me this 9th day of February 2020

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

ATTESTED and FILED in my office
This 10th day of February 2020

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

This MARKET License Agreement ("Agreement") is made as of February 24, 2020, by and between the Village of Morton Grove, Illinois, an Illinois municipal corporation (the "VILLAGE") and Bensidoun USA, Inc., an Illinois corporation (the "MARKET"),

WHEREAS the VILLAGE is the owner of that property commonly known as 6140 Dempster Street, (the "Property") Morton Grove, Illinois, and

WHEREAS the VILLAGE has agreed with MARKET to license as portion of the Property as defined in this Agreement and the MARKET has agreed to operate an open-air MARKET during those times and upon the terms and conditions herein provided, and

NOW THEREFORE, in consideration of the promises and the mutual covenants herein contained, and other good and valuable considerations the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. LICENSED PREMISES. VILLAGE hereby grants to MARKET a revocable non-exclusive license to use a portion of the Property (the "Licensed Premises" or "Premises"), as outlined on the site plan hereto attached as Exhibit A. The Licensed Premises shall be used by the MARKET solely for the purpose of operating an open-air MARKET during those times and upon the terms and conditions in this Agreement.

2. TERM OF AGREEMENT. The term of this Agreement shall commence on April 26, 2020 and shall continue unless terminated earlier pursuant to Paragraph 13 of this Agreement until November 30, 2030. Upon the expiration of the term of this Agreement, the parties may mutually agree to renew the Agreement for up to five (5) additional years. If the VILLAGE decides not to renew at the end of the original term of this Agreement, the VILLAGE will not allow an open-air MARKET on the Property for one (1) MARKET season.

3. LICENSE FEE. The fee for use of the lot for the 2020 Market Season is waived. The license for the 2021 Market Season shall be $1,500.00. The license fee for each market season thereafter shall increase by $100.00 (i.e. $1,600 for the 2022 season, $1,700.00 for the 2023 season etc.). A MARKET season shall be as here in the find in paragraph 13. The MARKET shall keep on file with the VILLAGE a replenishing deposit of $500 for the duration of this agreement and any extension thereto for the repair of any damage to the property of the VILLAGE caused by the MARKET’s use of the property. Any portion of the deposit remaining at the end of the term of this Agreement shall be returned to the MARKET.

4. MARKET SEASON. A "MARKET Season" shall be defined by agreement of the parties by no later than March 31 of each year and shall commence no earlier than April 26th and terminate no later than November 30th of any year except as may be extended by the mutual agreement of the VILLAGE and MARKET and no MARKET shall be scheduled on the Saturday associated with the VILLAGE’s Fourth of July festivities.

5. USE OF PREMISES. (a) MAINTENANCE AND OPERATION. The MARKET may use the Premises only on MARKET Days solely for operating an open-air MARKET where at least 50% of the occupancy
attending any one market shall offer produce and food products including but not limited to fresh vegetables, meats, cheeses, fruits, flowers, and baked goods for retail sale and on-premise consumption. The MARKET will provide the VILLAGE one standard MARKET vendor space each MARKET Day.

The MARKET shall operate the open-air MARKET on Saturdays during the MARKET Season between the hours of 8:00 am and 1:00 pm pursuant to a schedule approved by VILLAGE. Such days shall be known as the “MARKET Day”. The day and hours of the MARKET Day may be modified by mutual written agreement of VILLAGE and MARKET. If for any reason, the VILLAGE determines that the PREMISES are needed for the use and operations of the functions of the VILLAGE, the VILLAGE may suspend this Agreement and MARKET’s license to use the Premises upon ten (10) days written notice except in an emergency and then upon as much notice is reasonable given the circumstances.

(b) SET-UP and CLEAN-UP. During the 2020 MARKET Season, the MARKET or the Vendors shall at its sole expense provide a minimum one 10 x 10 open-sided tent for each approved vendor and shall cause said tents to be set up at least 30 minutes before the beginning of the MARKET DAY and shall remove the tents when the MARKET ends. During the 2021, MARKET Season the MARKET shall at its expense provide canopies approved by the VILLAGE for the vendors. The VILLAGE shall install gaskets in the pavement for these canopies with the location of the gaskets identified and field marked by the MARKET. The VILLAGE shall provide two employees for each MARKET Day to set up the canopies before the MARKET begins and remove them when the MARKET closes. The MARKET shall move all equipment other than the canopies to the storage area. MARKET shall remove all debris and litter and shall render the Premises in broom clean condition and free of any spills within one hour after the MARKET closes.

(c) WATER. The VILLAGE shall provide potable water to serve the reasonable needs of the MARKET and the MARKET vendors during MARKET hours at no charge to the MARKET.

(d) STORAGE. The VILLAGE shall provide a storage area in the form of a 24’ x 8’ trailer to be positioned within walking distance of the Premises to store the canopies and MARKET equipment or a storage area of similar size within walking distance to the MARKET.

(e) EQUIPMENT. Except as provided in Section 4(b), the MARKET shall provide canopies, gaskets, and all supporting structures and equipment for the open-air MARKET vendors.

(f) PARKING. VILLAGE shall have no obligations to secure private parking for the MARKET. Parking for MARKET customers and vendors may be available in VILLAGE lots and on-street parking on a non-exclusive basis.

(g) ELECTRICITY. The VILLAGE agrees to provide the MARKET with electricity during MARKET hours on the premises at no charge to the MARKET.

(h) TRASH REMOVAL. The VILLAGE agrees to dispose of three 33-gallon trash containers per MARKET day. The MARKET shall clear all debris from the surface of the premises by sweeping or hosing off the surface at the termination of each MARKET day.

(i) DESIGNATED REPRESENTATIVE. MARKET shall designate in writing to VILLAGE a
MARKET Manager who shall be responsible for managing the general operations of the open-air MARKET and the MARKET’S use of the Premises. The VILLAGE shall be allowed to interview candidates for the position of MARKET Manager. The MARKET Manager shall be readily accessible by telephone and upon VILLAGE’s request, shall be available to be present at the VILLAGE’s Premises within a reasonable period of time during non-MARKET hours. The MARKET Manager or his/her designee shall be present at the Premises during MARKET hours. MARKET shall immediately notify the VILLAGE in writing of any change in the identity and telephone number of the MARKET Manager.

(j) **VILLAGE’S RULES AND REGULATIONS.** MARKET and all vendors shall comply with the VILLAGE’s rules and regulations attached hereto as Exhibit B which may be amended in the VILLAGE’s sole discretion from time to time provided such rules and regulations shall not contradict any right expressly granted to the MARKET herein. A violation of such rules and regulations and any Ordinance of the Village of Morton Grove shall constitute default by MARKET under this Agreement. The MARKET shall notify all vendors of these rules and regulations and will actively work to enforce the rules.

(k) **MARKETING.** MARKET shall provide marketing for the open-air MARKET through a combination of press releases, paid advertisement and flyers. VILLAGE may assist MARKET to promote the open-air MARKET through agreed methods which may include a combination of banners, Village newsletters, and Village cable access.

6. **CONDITION OF PREMISES.** MARKET hereby accepts the Premises in “as is” condition as of the date hereof and acknowledges that upon delivery of possession of the Premises to MARKET the same were in good order, condition and repair. MARKET shall during all MARKET hours maintain the Premises in a clean and safe condition.

MARKET shall, at its sole cost and expense, be responsible for any and all repairs or damage to the Premises caused by MARKET or any vendor, its agents, employees, successors, and assigns. Upon termination of this agreement by lapse of time or otherwise, MARKET shall present the Premises to the VILLAGE in good order, condition, and repair, normal wear and tear expected.

7. **ALTERATIONS AND ADDITIONS.** MARKET shall make no alteration, addition, improvement or change in or to the Premises. Gaskets shall be removed, and the holes caused by the gaskets shall be patched by the VILLAGE.

8. **ASSIGNMENT.** MARKET shall not assign this Agreement or any portion thereof or allow the use of the Premises by any person, firm or entity other that MARKET and its vendors.

9. **COMPLIANCE WITH LAWS.** MARKET shall comply with all of the requirements of all governmental authorities and insurance carriers now in force pertaining to the use of the Premises or which MARKET shall hereafter carry.

10. **SPECIAL EVENT PERMIT.** The MARKET will be required to obtain a Village of Morton Grove Special Event Permit for each MARKET Season to ensure proper advanced planning, logistics and public health. As part of the Special Event Permit Application Temporary Food Permit Applications will be required. The application fee for the Special Event Permit and any fee or escrow for health inspections will be waived.
11. WAIVER: RISK OF LOSS. Neither VILLAGE nor any of its officers, directors, agents, employees, members and affiliated entities shall be liable for any accident, injury or death, loss or damage resulting to any person or property sustained by MARKET or MARKET'S agents, employees, and/or invitees, anyone claiming by or through MARKET or any vendor or customer on the Premises, without limitation, for tortuous or criminal acts of third parties. VILLAGE shall have no obligation or duty to provide security services, traffic direction or police services for the Premises. All property of MARKET or MARKET'S agents, employees, and/or invitees, anyone claiming by or through MARKET any user of the Premises shall be at the Premises at the risk of the MARKET or such other person only, and VILLAGE shall not be liable for any damage thereto, including, without limitation, theft or vandalism of any vehicles at the Premises. Nothing in this Agreement shall be interpreted to waive any immunities or privileges provided to the VILLAGE, as an Illinois Municipal Corporation under Illinois Statutory or Common Law, such privileges and immunities being specifically reserved by the VILLAGE.

12. HOLD HARMLESS, INSURANCE AND INDEMNIFICATION.
   a) MARKET shall carry insurance during the entire term hereof insuring MARKET, and insuring, as additional named insured, VILLAGE and its officers, appointed and elected officials, volunteers, agents, employees and affiliated entities, as their interests may appear, with commercial general liability insurance (including the broad or extended liability endorsement) during the entire term hereof with terms and in companies satisfactory to VILLAGE to afford protection to the limits of not less than $2,000,000 for combined single limit bodily injury and property damage liability per occurrence, as well as additional umbrella coverage of not less than $4,000,000 combined single limit bodily injury and property damage per occurrence. Insurance shall cover VILLAGE and the MARKET'S use of the PREMISES on MARKET days. The insurer shall be subject to the reasonable approval of the VILLAGE.

   b) MARKET, to the greatest extent permitted under Illinois law, shall defend, hold harmless, and indemnify the VILLAGE its corporate authorities, trustees, officers, directors, agents, employees, and volunteers from and against any and all losses, judgments, liens, claims, suits, liabilities, actions, causes of action, demands, expenses, and costs, including reasonable attorneys’ fees, arising in whole or in part in or relating to or resulting from the MARKET and/or its vendor's, use or possession of the Premises, and/or failure to comply with the terms of this Agreement up to the maximum level of insurance limit required pursuant to the terms of the Agreement. MARKET may satisfy its obligations under this section 12 (b) by direct payment to the VILLAGE, through the recovery of insurance proceeds, or such other means acceptable to the VILLAGE. The terms of this indemnity shall survive the expiration or termination of this Agreement.

   (c) MARKET shall, prior to the commencement of the AGREEMENT term, furnish to VILLAGE certificates evidencing such coverage, which certificates shall state that such insurance coverage may not be changed or cancelled without at least a thirty (30) day prior written notice to VILLAGE. MARKET shall furnish the VILLAGE with certificates of insurance naming the VILLAGE of Morton Grove, its officials, employees, agents and volunteers as additional insureds on a primary and non-contributory basis, and with original endorsements affecting coverage required by this clause. All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be
received and approved by the VILLAGE before any work commences. The following additional insured endorsements may be utilized: ISO Additional Insured Endorsements CG 20 10 (Exhibit C-1) or CG 20 26 (Exhibit C-2) and CG 20 01 (Exhibit C-3) – Primary and Non-Contributory, and CG 20 37 (Exhibit C-4) – Completed Operations, where required. The VILLAGE reserves the right to request full certified copies of the insurance policies and endorsements. Each insurance policy required shall have the VILLAGE expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

(d) No Waiver. Under no circumstances shall the VILLAGE be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:

- Allowing work by Contractor or any subcontractor to start before receipt of Certificates of Insurance and Additional Insured Endorsements.
- Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.

13. DEFAULT BY MARKET.

(a) If MARKET defaults in the performance of any obligation hereunder, or fails to secure the presence of at least 12 vendors for 5 consecutive MARKET days excluding days where inclement weather precludes the attendance of vendors, VILLAGE may, pursuant to paragraph (b) below, at its option and in addition to any other rights or remedies hereunder or otherwise available at law or in equity, terminate this Agreement and the right of MARKET (and any and all users) to use the Premises. Neither MARKET nor any vendor or other person claiming through or under MARKET shall be entitled to possession or to remain in possession of or use the Premises but shall forthwith quit and surrender the PREMISES, and VILLAGE may exclude MARKET (including, without limitation, any or all MARKET’S vendors) access to the Premises.

1. VILLAGE shall provide MARKET 14 day’s written notice of any alleged default, which MARKET shall have the right to cure, prior to VILLAGE exercising any options pursuant to this paragraph.

2. VILLAGE shall have the right, among other remedies, to enter the PREMISES and exclude MARKET (including, without limitation, any or all of MARKET’S permit users or permit vehicles) therefore and remove any or all of their property and effects. MARKET shall pay to VILLAGE upon demand the expense and costs for removal and/or storage of vehicles, and all repairs to the PREMISES and all other costs arising from MARKET’S default, including but not limited to attorneys fees and expenses.

3. MARKET shall pay to VILLAGE upon demand all costs, expenses and damages incurred by VILLAGE in enforcing MARKET’S obligations under this Agreement or resulting from default by MARKET or any of MARKET’S permit users, including, without limitation, attorneys fees and expenses.

In the event of any litigation arising as a result of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to be reimbursed from the non-
prevailing party in such litigation for all fees and expenses incurred by the prevailing party in connection with such litigation including, without limitation, attorneys fees and court costs.

14. NOTICES. All notices to be given hereunder shall be given in person or by registered or certified mail, returned receipt requested, addressed to the parties as follows, or at such other place as either of them may hereafter designate for itself by notice in writing to the other.

To Village: Village of Morton Grove
6101 Capulina Avenue
Morton Grove, IL 60053
Attn. Ralph E. Czerwinski,
Village Administrator
Email czerwinski@mortongroveil.org

To MARKET: Bensidoun USA, Inc.
405 N. Wabash St.
Unit 3404
Chicago, IL 60611
E-mail to: bensidoun@yahoo.com

Village of Morton Grove
6101 Capulina Avenue
Morton Grove, IL 60053
Attn. Teresa Hoffman Liston
Corporation Counsel
Email to tliston@mortongroveil.org

Lawrence J. Feller
Horwood Marcus & Berk Chtd.
500 West Madison Street, Ste. 3700
Chicago, IL 60661

Any such notice shall be deemed given when personally delivered or upon being mailed as aforesaid.

15. AUTHORIZATION. Each party has full right, power and authority to enter into this Agreement and to perform its obligations thereunder, and the execution, delivery and performance of this Agreement shall not, nor shall the observance or performance of any of the matters and things herein set forth, violate or contravene any provision of law or of the charter of by-laws of either such party or of any indenture or other agreement of or affecting either party. All necessary and appropriate action has been taken on the party of each party to authorize the execution and delivery of this Agreement. This Agreement is the valid and binding Agreement of each party in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day and year first above written.

VILLAGE OF MORTON GROVE

By: ____________________________
   Village President

BENSIDOUN USA, INC.

By: ____________________________
   Title: __________________________

By: ____________________________
   Village Clerk
EXHIBIT A

Site Plan of the Premises
Site Plan includes placeholders for a Market Café and Entertainment Area.

- The Market Café is envisioned to have tables and chairs to be used by Market patrons for onsite consumption and interaction (potential use only).
- The Entertainment Area is reserved for occasional entertainment opportunities (potential use only)
EXHIBIT B

Rules and Regulations
RULES AND REGULATIONS FOR VENDORS
AT THE MARKET

For the purpose of these rules and regulations, “Vendor” means any entity or individual renting space from the Bensidoun USA, Inc., the “MARKET”, on any given MARKET day. “Space” means the area the Vendor has rented from the MARKET. “MARKET Hours” means those hours the MARKET is open for the sale of goods to MARKET customers.

1. Vendors shall comply with all applicable federal, state, and local laws, rules, and regulations, including but not limited to health and licensing.

2. Vendors offering food products must obtain for a Village of Morton Grove - Temporary Food Permit.

3. Vendors are responsible for paying all applicable federal, state, and local taxes.

4. Products shall be deemed appropriate to a family audience by the MARKET. No drug paraphernalia or sexually explicit material will be tolerated. In addition, Vendors shall only sell products of good quality, which they have lawfully obtained, manufactured, or grown. Should the MARKET determine, in their own discretion, the Vendor is not selling such products, the MARKET may request the Vendor to vacate his/her space(s) immediately. Furthermore, the MARKET may prohibit the Vendor from leasing further space.

5. Vendors shall be prepared to sell at the start of MARKET hours and must continue to sell until the close of MARKET hours.

6. Vendors shall at all times be polite with customers and will use their best efforts to enthusiastically sell their products.

7. Vendors shall continually keep their spaces as clean as possible. Vendors must provide their own disposal bags, in accordance with local ordinances, into which they will put rubbish collected within their respective space(s). The MARKET will pick-up and dispose of refuse bags at the close of MARKET hours for that day.

8. Vendors who bring their goods in wooden crates or boxes shall take those crates or boxes back with them at the close of the MARKET hours for that day.

9. Vendors may only park and load their vehicles in areas designated by the MARKET. The undirected use of Village parking lots and customer parking zones is prohibited. Anyone violating the parking regulations will be fined and/or towed away at their own expense.

10. Vendors shall cooperate with and participate in promotions organized by the MARKET (i.e., contributing a reasonable amount of the vendor’s product(s) to the MARKET customer giveaways) and may be asked to provide information for publicity.
EXHIBIT C

Insurance Sample Documents

ISO Additional Insured Endorsements CG 20 10 (Exhibit C-1)
ISO Additional Insured Endorsements CG 20 26 (Exhibit C-2)
ISO Additional Insured Endorsements CG 20 01 (Exhibit C-3)
Primary and Non-Contributory CG 20 37 (Exhibit C-4)
EXHIBIT C-1

ISO Additional Insured Endorsements CG 20 10 (Exhibit C-1)

POLICY NUMBER: COMMERCIAL GENERAL LIABILITY
CG 20 10 07 94

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

<table>
<thead>
<tr>
<th>Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name Of Additional Insured Person(s) Or Organization(s):</td>
</tr>
</tbody>
</table>

Information required to complete this Schedule item shown above will be shown in the Declarations.

A. Section II - Who is An Insured is amended to include an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by
1. Your acts or omissions, or
2. The acts or omissions of those acting on your behalf:
   in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
   This insurance does not apply to "bodily injury" or "property damage" occurring after:
   1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
   2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by an agent or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

CG 20 10 07 94 © ISO Properties, Inc., 2004
EXHIBIT C-2

ISO Additional Insured Endorsements CG 20 26 (Exhibit C-2)

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<table>
<thead>
<tr>
<th>Name Of Additional Insured Person(s) Or Organization(s):</th>
<th>Location(s) Of Covered Operations</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Information required to complete this Schedule, as shown above, will be shown in the Declarations.

A. Section II – Who is An Insured is amended to include as an additional insured insured person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions;
2. The acts or omissions of those acting on your behalf;
3. The performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

1. This insurance does not apply to "bodily injury" or "property damage" occurring after:
   1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
   2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.
EXHIBIT C-4

Primary and Non-Contributory CG 20 37 (Exhibit C-4)

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<table>
<thead>
<tr>
<th>Name Of Additional Insured Person(s) Or Organization(s):</th>
<th>Location And Description Of Completed Operations</th>
</tr>
</thead>
</table>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by your work at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".
AUTHORIZING THE PURCHASE OF ONE 2020 FORD F-250 PICKUP TRUCK THROUGH THE SUBURBAN PURCHASING COOPERATIVE BID PROGRAM

Introduced: March 9, 2020

Synopsis: To authorize the purchase of one Ford F-250 pickup truck from Currie Motors Fleet in Frankfort, Illinois which will be used by the Police Department for DUI and truck enforcement. Currie Motors was awarded the bid by the Suburban Purchasing Cooperative to sell 2020 Ford F-250 pickup trucks until July 17, 2020. Purchasing the truck from the Suburban Purchasing Cooperative allows municipalities to bypass formal bid procedures.

Background: Police Department staff is recommending a specialized vehicle such as a pickup truck be purchased to aid in their DUI and truck enforcement. The pickup truck is heavier duty and can carry more equipment than regular squad cars. The truck will be carrying truck scales used to determine if a truck is overweight, DUI enforcement equipment such as barricades, traffic cones, flares, etc. The truck will also be a 4WD vehicle the Police Department can use during adverse weather and/or driving conditions to respond to calls or requests for assistance.

Programs, Departments or Groups Affected: Police Department, Public Works Vehicle Maintenance

Fiscal Impact: A total $33,606.00 for one Ford F-250 4WD Crew Cab Pickup Truck.

Source of Funds: 023014-572030 and 020000-281035

Workload Impact: The ordering and changing over of the vehicles will be coordinated by the Public Works Vehicle Maintenance Department.

Administrator Recommendation: Approval as presented.

Second Reading: Not Required.

Special Considerations or Requirements: None.

Respectfully submitted: Ralph E. Czerwinski, Village Administrator

Prepared by: Chief Michael Simo

Reviewed by: Teresa Hoffman Liston, Corporation Counsel
RESOLUTION 20-18

AUTHORIZING THE PURCHASE OF ONE 2020 FORD F-250 PICKUP TRUCK THROUGH THE SUBURBAN PURCHASING COOPERATIVE BID PROGRAM

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

WHEREAS, the Village Board can authorize the acquisition of specialty vehicles to be used by the Police department; and

WHEREAS, the Police Department is requesting to purchase one heavy duty pickup truck in lieu of a regular police squad car to be used in their DUI and truck enforcement; and

WHEREAS, the Suburban Purchasing Cooperative has awarded the contract to Currie Motors Fleet in Frankfort, Illinois, to sell Ford F-250 4WD crew cab pickup trucks until July 17, 2020, to its member communities at a unit price of $33,606.00 with selected options; 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 Village President and Board of Trustees hereby authorized to purchase one (1) Model Year 2020 Ford F-250 XL 4WD Crew Cab Pickup Truck from Currie Motors for a total cost of $33,606.00 per the terms and conditions of the Suburban Purchasing Cooperative Bid, Contract #178.

SECTION 2: The Village Administrator and Director of Finance are hereby directed to authorize the issuance of purchase orders to place the squad cars on order.

SECTION 3: This Resolution shall be in full force and effect from and after its adoption.

PASSED this 9th day of March.

Trustee Grear

Trustee Minx

Trustee Ramos

Trustee Thill

Trustee Travis

Trustee Witko
APPROVED by me this 9th day of March.

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

APPROVED and FILED in my office
This 10th day of March 2020.

Eileen Scanlon Harford, Village Clerk
Village of Morton Grove
Cook County, Illinois
A Joint Purchasing Program For Local Government Agencies

September 9, 2019

Mr. Thomas Sullivan
Currie Motors
10125 W. Laraway Road
Frankfort, IL 60423

Dear Mr. Sullivan,

This letter confirms that the Suburban Purchasing Cooperative has agreed to the first of three possible one-year contract extensions and price increases on the following SPC contracts for model year 2020:

<table>
<thead>
<tr>
<th>Model</th>
<th>SPC Contract #</th>
<th>$ Increase</th>
<th>New Price</th>
<th>Effective</th>
</tr>
</thead>
<tbody>
<tr>
<td>F-250 XL Regular Cab</td>
<td>178</td>
<td>$849.00</td>
<td>$22,760.00</td>
<td>7/18/19 – 7/17/20</td>
</tr>
<tr>
<td>F-350 XL Chassis Cab</td>
<td>184</td>
<td>$849.00</td>
<td>$24,365.00</td>
<td>8/22/18 – 8/21/20</td>
</tr>
<tr>
<td>F-450 XL Chassis Cab</td>
<td>181</td>
<td>$1,841.00</td>
<td>$31,366.00</td>
<td>7/18/19 – 7/17/20</td>
</tr>
</tbody>
</table>

With acceptance of these contract extension, Currie Motors agrees to all terms and conditions set forth in the specifications contained within the Request for Proposals to which you responded.

Currie Motors will handle all billing. Each vehicle purchased will be assessed a $120.00 administrative fee per vehicle which shall be paid directly by the vendor to the SPC on a quarterly basis.

The SPC looks forward to another productive year working with Currie Motors. Please sign and date this agreement below, retaining copies for your files and returning the original to my attention.

Sincerely,

Ellen Dayan, CPPB
Purchasing Director
Northwest Municipal Conference

[Signature]

09.06.19

Name: Ellen Dayan
Northwest Municipal Conference

[Signature]

09/10/19

Name: Thomas F. Sullivan
Currie Motors

---

DuPage Mayors & Managers Conference
1220 Oak Brook Road
Oak Brook, IL 60523
Suzette Quintell
Phone: (630) 571-0480
Fax: (630) 571-0484

Northwest Municipal Conference
1600 East Golf Rd., Suite 0700
Des Plaines, IL 60016
Ellen Dayan, CPPB
Phone: (847) 296-9200
Fax: (847) 296-9207

South Suburban Mayors And Managers Association
1904 West 174th Street
East Hazel Crest, IL 60429
Kristi DeLaurentis
Phone: (708) 206-1155
Fax: (708) 206-1133

Will County Governmental League
3180 Theodore Street, Suite 101
Joliet, IL 60435
Cherie Belom
Phone: (815) 729-3535
Fax: (815) 729-3536
Legislative Summary
Resolution 20-19

AUTHORIZING THE ANNUAL JULY 4 PARADE AND CLOSURE OF DEMPSTER STREET

Introduced: March 9, 2020

Purpose: This resolution will authorize the 2020 July 4th Parade on Dempster Street which is scheduled to begin at 2:30pm on Saturday, July 4, 2020. The Illinois Department of Transportation requires the Village to adopt a resolution approving this closing which will either be partially or completely closed between Central and Lincoln Avenues from 2:00pm to 4:30pm. The Village Engineer will file an application with the Illinois Department of Transportation for this street closing.

Background: The July 4 Parade is a Morton Grove tradition, and each year a resolution is developed authorizing the parade and as such assuming full responsibility for the direction, protection, and regulation of traffic during the time the detour is in effect along with all liabilities for damages of any kind occasioned by the closing of this said state route.

Programs, Departments or Groups Affected
- Public Works—Placement of barricades and directional information
- Police Department—Enforcement and traffic control

Fiscal Impact: The overtime will vary depending on the associated above activities

Source of Funds: General Fund dollars will be used to support the manpower and equipment costs

Workload Impact: All Village Departments will provide their usual support for this activity

Administrator Recommendation: Approval

Second Reading: Not required

Special Considerations or Requirements: None

Respectfully submitted:

Ralph E. Czerwinski, Village Administrator

Prepared by: Joseph J. Dahm, Public Works Director

Reviewed by: Teresa Hoffman Liston, Corporation Counsel
RESOLUTION 20-19

FOURTH OF JULY PARADE
CLOSURE OF DEMPSTER STREET

WHEREAS, the Village of Morton Grove, located in Cook County, Illinois, is a Home Rule unit of government and under the provisions of Article 7 of the 1970 Constitution of the State of Illinois, and as such 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 Morton Grove Days Commission is planning a parade as part of its annual celebration on Saturday, July 4, 2020, at 2:30 pm; and

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

WHEREAS, the State of Illinois requires the Village to assume all responsibility and liability involved in closing of said State Route.

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’s Engineer will file an application with the Illinois Department of Transportation for the closing of Dempster Street on Saturday, July 4, 2020, from 2:00 pm to 4:30 pm.

SECTION 3: The Village will assume full responsibility for the direction, protection, and regulation of traffic during the time the detour is in effect and all liabilities for damages of any kind occasioned by the closing of said State Route. It is further agreed that efficient, all weather detours will be maintained, conspicuously marked and judiciously police patrolled for the benefit of traffic deviated from the State Route.
PASSED THIS 9th DAY of March 2020.

Trustee Grear
Trustee Minx
Trustee Ramos
Trustee Thill
Trustee Travis
Trustee Witko

APPROVED by me this 9th day of March 2020.

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

APPROVED and FILED in my office
this 10th day of March 2020.

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

**Resolution 20-20**

**AUTHORIZING THE EXECUTION OF A SERVICE CONTRACT EXTENSION WITH H&H ELECTRIC COMPANY FOR THE 2020 TRAFFIC SIGNAL AND STREET LIGHTING MAINTENANCE PROGRAM**

<table>
<thead>
<tr>
<th>Introduced:</th>
<th>March 9, 2020</th>
</tr>
</thead>
</table>

| Purpose: | To authorize the Village Administrator to execute a Letter of Agreement extending the 2019 contract for the Traffic Control and Street Lighting Maintenance Program with the H&H Electric Company for one year thereby allowing the Village to maintain Village-owned street lights on arterial and collector streets. |

| Background: | Each year, the Village contracts with an electrical contractor to assist in the maintenance of street lighting and traffic control signals within the Village of Morton Grove. H&H Electric Company satisfactorily performed work on this contract in 2019. The contract contains provisions allowing the contract to be extended for 2020 and 2021. This contract is required to comply with the Illinois Prevailing Wage Act. |

| Programs, Departments or Groups Affected | Public Works Department. |

| Fiscal Impact: | The estimated contract value for routine maintenance is $23,111.88. |

| Source of Funds: | MFT Account No. 035060-554170 Maintenance of Street Lights $80,000 |

| Workload Impact: | The implementation of the program is done as part of the normal operations of the Public Works Department. |

| Administrator Recommendation: | Approval as presented. |

| Second Reading: | Not required. |

| Special Considerations or Requirements: | None. |

Respectfully submitted:  
Ralph E. Czerwinski, Village Administrator

Reviewed By:  
Joseph J. Delisi, Director Public Works

Prepared by:  
Chris Tomich, Village Engineer

Reviewed by:  
Teresa Hoffman Liston, Corporation Counsel
RESOLUTION 20-20

AUTHORIZING THE EXECUTION OF A SERVICE CONTRACT EXTENSION WITH
H&H ELECTRIC COMPANY FOR THE
2020 TRAFFIC SIGNAL AND STREET LIGHTING MAINTENANCE PROGRAM

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

WHEREAS, the 2020 Traffic Signal and Street Lighting Maintenance Program is necessary for
the maintenance of Village traffic signal and arterial and collector streetlight infrastructure; and

WHEREAS, Resolution 19-14 approved the execution of a service contract with H&H Electric
Company for 2019 Traffic Signal and Street Lighting Maintenance Program; and

WHEREAS, the Village reserves the right to extend this contract for a period of two (2) years in
one year increments, under the same terms and conditions as the original contract; and

WHEREAS, H&H Electric Company has performed work for the Village of Morton Grove in a
satisfactory manner; and

WHEREAS, the Illinois Prevailing Wage Act applies to work performed as part of this contract;
and

WHEREAS, Motor Fuel Tax Funds will be used to perform the necessary work; and

WHEREAS, funding for the above work is included in the adopted Village of Morton Grove
2020 Budget in Account Number 035060-554170.

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 the “2019 Traffic Control and Street Lighting Maintenance Program” with
Lyons Electric Company, Inc., for one (1) year until March 31, 2021, in the amount of $23,111.88 for
routine maintenance.

Section 3. This Resolution shall be in full force and effect upon its passage and approval.
PASSED THIS 9th DAY OF MARCH 2020

Trustee Grear
Trustee Minx
Trustee Ramos
Trustee Thill
Trustee Travis
Trustee Witko

APPROVED BY ME THIS 9th DAY OF MARCH 2020

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

ATTESTED and FILED in my office
This 10th DAY OF MARCH 2020

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