



**VILLAGE BOARD OF TRUSTEES
SPECIAL MEETING NOTICE/AGENDA**

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

**SEPTEMBER 12, 2016
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 – August 8, 2016**
8. **Special Reports**
 - a. Plan Commission Case PC16-07 Requests a Plat of Vacation for an Approximately 256 Foot Portion of a Public Alley Located South of Capulina, West of Ferris, and East of the Metra Rail Line in Accordance with Section 12-9-5 of the UDC to be Presented by Community and Economic Development Director Nancy Radzevich

9. **Public Hearings**
10. **Residents' Comments (agenda items only)**
11. **President's Report** – *Administration, Northwest Municipal Conference, Council of Mayors, Strategic Plan, Comprehensive Plan*
 - a. Proclamation - Constitution Week – September 17 – 23, 2016
 - b. Proclamation – A Day of Peace in Morton Grove – September 21, 2016
 - c. Commission appointment is requested as follows:
Community Relations Commission Sue Pellicano
12. **Clerk's Report** – *Community Relations Commission*
13. **Staff Reports**
 - a. **Village Administrator**
 - 1) Miscellaneous Reports and Updates
 - b. **Corporation Counsel**
14. **Reports by Trustees**
 - a. **Trustee Grear** – *Police Department, Community and Economic Development Department, Fire and Police Commission, Police Facility Committee, NIPSTA, Lehigh/Ferris TIF, Prairie View TIF, Special Events Commission (Trustee Witko)*
 - b. **Trustee Minx** – *Natural Resource Commission, Plan Commission/Zoning Board of Appeals, Building Department (Trustee Pietron)*
 - 1) **Ordinance 16-19** (*Introduced August 8, 2016*) (*Second Reading*)
Amending Title 10, Chapter 5 of the Municipal Code Entitled "Property Maintenance Regulations" and Deleting Title 10, Chapter 5, Article A Entitled "Vacant Buildings"
 - 2) **Ordinance 16-20** (*Introduced September 12, 2016*) (*First Reading*)
Approving Vacation of a Portion of Public Alley Located South of Capulina Avenue, West of Ferris Avenue, and East of the Metra Rail Line in the Village
 - c. **Trustee Pietron** – *Public Works Department, Condominium Association, Economic Development Commission, Dempster Street Corridor Plan, Chamber of Commerce (Trustee Minx)*
 - 1) **Resolution 16-56** (*Introduced September 12, 2016*)
Authorizing the Purchase of a New Pan Tilt Sewer Camera from Aries Industries, Inc.

14. **Reports by Trustees (continued)**

c. **Trustee Pietron (continued)**

- 2) **Resolution 16-57** (*Introduced September 12, 2016*)
Authorizing the Execution of a Contract with Mauro Sewer Construction, Inc. for the Sites I & J Drainage Improvement Project
- 3) **Resolution 16-58** (*Introduced September 12, 2016*)
Authorization to Negotiate and Execute a Pipeline Easement Agreement with the Commuter Rail Division of the Regional Transportation Authority (Metra) for Sites I & J Drainage Improvement Project

d. **Trustee Ramos** – *Legal, Finance Advisory Commission, Traffic Safety Commission, Waukegan Road TIF, Capital Projects (Trustee Thill)*

e. **Trustee Thill** – *Fire Department, Emergency Management Agency, RED Center, Environmental Health, Solid Waste Agency of Northern Cook County, Appearance Commission, Advisory Commission on Aging (Trustee Ramos)*

f. **Trustee Witko** – *IT Communications, Strategic Plan Committee, Finance Department, Family and Senior Services Department (Trustee Gear)*

15. **Other Business**

16. Presentation of Warrants	August 22, 2016	\$ 682,195.32
	September 12, 2016	<u>\$ 442,418.59</u>
	Total	<u><u>\$1,124,613.91</u></u>

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 Marlene (847/470-5220) promptly to allow the Village to make reasonable accommodations.*

**MINUTES OF A REGULAR MEETING OF THE PRESIDENT
AND THE BOARD OF TRUSTEES OF THE VILLAGE OF MORTON GROVE
COOK COUNTY, ILLINOIS, HELD AT THE
RICHARD T. FLICKINGER MUNICIPAL CENTER
AUGUST 8, 2016**

CALL TO ORDER

- I- Village Clerk Connie Travis called the meeting to order at 7:00 p.m. and led the Board and the
III. assemblage in the Pledge of Allegiance.

Clerk Travis then called the roll. Present were: Trustees Bill Gear, Rita Minx, John Pietron, Ed Ramos, John Thill, and Janine Witko.

Clerk Travis noted that Village President Dan DiMaria was not in attendance this evening, and asked for a motion to appoint a President pro tem for this evening's meeting.

Trustee Pietron moved to name Trustee Gear as President pro tem, seconded by Trustee Thill.

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

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

President pro tem Bill Gear thanked his colleagues for their vote of confidence in him.

IV. **APPROVAL OF MINUTES**

Regarding the July 25, 2016 Regular Board Meeting, Trustee Minx moved to approve the Minutes as presented, seconded by Trustee Witko. **Motion passed unanimously** via voice vote.

V. **SPECIAL REPORTS**

NONE

VI. **PUBLIC HEARINGS**

NONE

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

NONE

VIII.

PRESIDENT'S REPORT

1. President pro tem Grear stated that Fire Chief Tom Friel had announced his retirement from the Morton Grove Fire Department. Chief Friel has served with distinction as a member of the MGFD with continually escalating roles and responsibilities, including the regional Search and Rescue Team, being the Department's Radio/Communication Coordinator, Training Officer, Quartermaster, and Administrative District Chief before becoming Fire Chief. Each promotion and assignment brought increased challenges, responsibilities, and duties, which Chief Friel handled with poise, the utmost professionalism, and boundless commitment to the ultimate mission of the MGFD.
- a. President pro tem Grear said that Chief Friel had been appointed Acting Fire Chief by Mayor Daniel D. Scanlon in September of 2003, and then appointed Fire Chief in January of 2004. He has served in that position ever since, with honor and distinction, under Mayors Scanlon, Krier, Staackmann, and DiMaria.
- b. Chief Friel has also served as the Chairman of the Regional Emergency Dispatch (RED) Center Joint Chiefs Authority, and the Chairman of the Northern Illinois Public Safety Training Academy (NIPSTA) Building & Grounds Committee. He has achieved numerous national accreditations, including the designation of Executive Fire Officer from the National Fire Academy and Chief Fire Officer from the Center for Public Safety Excellence.
- c. President pro tem Grear added that Chief Friel has proven a valuable member of the Village's administrative team. In addition to his duties as Fire Chief, he has served as acting Village Administrator and has provided oversight and leadership for the Village's Emergency Management, Civic Center, Senior Services, Risk Management, and Code Compliance operations.
- d. Chief Friel, in addition to holding a Bachelor of Science Degree from Southern Illinois University, also has a pilot's license and is a certified flight instructor.
- e. President pro tem Grear said that, after thirty-one years of dedicated service, Chief Friel is retiring from the fire service to spend more time with his wife and children in St. Charles. He then proclaimed August 11, 2016 "as Chief Tom Friel Day" to honor the Chief for his service and dedication to the Morton Grove Fire Department and to the Village of Morton Grove, and presented the Chief with a watch inscribed with his years of service.
- f. President pro tem Grear said that, personally, Chief Friel has been his mentor since he was first elected eight years ago as a Village Trustee. He said that he's been able to see the Chief in action at the Red Center, and it was a thrill. Chief Friel is highly respected there.
- g. Chief Friel said that Chief Brady was the fire chief when he first started in Morton Grove. But there are two other people he met back then who are in the room today: Ralph Czerwinski, who was Tom's lieutenant in 1985, and Mary Jo LeBeau, the chief's executive assistant. He was her fifth chief. Tom said that he made it this far with the assistance of a lot of people—including forty-two firefighters and three district chiefs. He thanked District Chiefs Scott Exo, Frank Rodgers, and Mike Mitchell. He also thanked Captain Bill Porter who has flawlessly headed the Fire Prevention Bureau for 15–20 years.
- h. Chief Friel thanked his wife Kelly, "the center of it all," and said that her love gave him the freedom to do his job. Lastly, he thanked the elected officials, saying "They honor us every day by allowing us the privilege to serve the public."

VIII.

PRESIDENT'S REPORT (continued)

President pro tem Grear asked if any of his fellow Board members wanted to say a few words.

- i. Trustee Witko thanked Chief Friel for his dedicated service and professionalism, and said, "You are an amazing person. You are the best and you will be missed."
 - j. Trustee Thill said that, even though he's been on the Board for 10 years, he's only really gotten to know Chief Friel well this past year. Until tonight, Trustee Thill said, "I've never seen him at a loss for words." He pointed out that when the Chief spoke, it was "classic Tom," because he spread all the accolades around. Trustee Thill said he always admired the Chief and said that Tom has "carried" the RED Center for the past 10 years. Trustee Thill said that the Village could replace him as the chief, but he doubted Tom could be replaced as a man. He wished Tom the best of luck in his retirement.
 - l. Trustee Ramos said he first met Chief Friel at St. Martha's, when Pastor Dennis O'Neill introduced him. He said that Tom has impressed him greatly and thanked him for his great service to the Morton Grove community.
 - m. Clerk Travis said she has found Chief Friel's hard work and professionalism amazing, and said she hoped he would enjoy his retirement and spending more time with his family.
 - n. Trustee Pietron said that Tom's nonchalant, easy-going attitude masks his intelligence and vast human resources knowledge. He thanked Tom for being such an asset to Morton Grove.
 - o. Trustee Minx said that when she was first elected as a Trustee in 2005, she didn't really know what she was getting into. Chief Friel took the time to explain the RED Center and other things to her, and led her and the other new Board members through the things they needed to know and do as new trustees. Tom's leadership at the RED Center was exceptional; he is great at all the details and weathers the up's and down's calmly. Trustee Minx thanked him from the bottom of her heart and said she, and the residents of Morton Grove, truly appreciate his years of dedicated service.
 - p. Village Administrator Czerwinski said, "We've been great comrades at many levels," and have even argued and yelled at each other, but all with the goal of making the Fire Service in Morton Grove the absolute best it could be. He said he appreciated Tom's service, not only in the Village, but as a Division 3 Chief. He thanked Tom for leading the RED Center for 13 years, and thanked him for being a great friend and comrade.
 - q. Corporation Counsel Liston said there are 41.5 miles between St. Charles and Morton Grove, and Tom drives them five, six, even seven days a week. She said when she works late, she sometimes has to beg him to leave so she can feel okay about leaving. Ms. Liston said that there are very few people around with the level of dedication of Tom Friel. She noted that he became Fire Chief the same day as she became Corporation Counsel. She commented that, in 2012, when her mother was dying, Tom kept her family in the loop and was there for her, not as the fire chief, but as a friend. She thanked him on behalf of the Village staff and wished him all the best in his retirement.
2. President pro tem Grear also read a proclamation honoring resident Raymond Sola on the occasion of his 100th birthday, which will be on August 20, 2016. Mr. Sola has been a resident of Morton Grove for 60 years.

VIII.

PRESIDENT'S REPORT (continued)

- a. President pro tem Gear said that Mr. Sola served in World War II in Europe and came back and settled in Morton Grove with his wife. They raised a family and have been members of St. Martha's parish ever since. President pro tem Gear proclaimed August 10, 2016 as "Raymond Sola Day" in the Village and wished him many more happy years in Morton Grove. President pro tem Gear thanked Trustee Ramos for bringing this auspicious occasion to the Village's attention.

IX.

CLERK'S REPORT

1. Clerk Travis said that the Community Relations Commission is sponsoring a Village-wide garage sale on September 16–18. Anyone interested in participating must register with the Village by September 5th to be included on the map that the Village will provide. Garage sale permit fees will be waived for the participants.
2. Clerk Travis also encouraged everyone to submit photos for the Community Relations Commission's photo contest to support the Village's tag line of "Incredibly Close. Amazingly Open." Submissions are due September 9th and can be made via a link on the Village's website.

X.

STAFF REPORTSA. Village Administrator:

1. Village Administrator Czerwinski said the Village had mailed out a 6x11" postcard to residents outlining upcoming Village activities. It's a good way to get relevant information to the residents in their homes, in a cost-efficient manner.
2. He offered the Police Department a round of applause for their very successful National Night Out, and said it was well-publicized, well-prepared, well-managed, and well-coordinated. The weather was perfect. Mr. Czerwinski said he hoped to see more such events promoting positive interaction between the community and the Police Department and other public service agencies in the Village.
3. Mr. Czerwinski reminded the assemblage that the Village has ended its participation in the electrical aggregation program. It was a good program and it did its part when it was put into place back in 2011. The program saved residents approximately \$1.8 million over the last five years. He said that residents will receive correspondence from ComEd about this as well. If anyone has any questions, contact Village Hall.
4. Mr. Czerwinski announced that the Village will do an emergency alert system test at 10:00 a.m. on September 6. This coincides with September being Emergency Preparedness Month and also ties to the Tuesday morning alarm and warning siren testing. The Village will test the emergency telephone system, which will help in cleansing the data base.

B. Corporation Counsel:

Corporation Counsel Liston had no report.

XI.

TRUSTEES' REPORTSA. Trustee Gear:

Trustee Gear had no formal report.

B. Trustee Minx:

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

This case had been tabled at the Board's July 11, 2016 meeting

- a. Trustee Minx moved to remand PC16-02, which is a Request for Approval of a Final Plat of Subdivision for 9109 Menard Avenue, back to the Plan Commission for additional consideration, pending the receipt of the required fully-dimensioned "as-built" plat of survey and zoning analysis for the existing residential development on the newly proposed Lot 1. Trustee Pietron seconded the motion.

Motion passed: 5 ayes, 1 nay.

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

2. Next, Trustee Minx presented **Ordinance 16-18, Approving a Final Plat For a Minor Subdivision Located at 7915 Foster Street, Morton Grove, Illinois 60053.**

This is the second reading of this Ordinance.

- a. Trustee Minx pointed out that this is an approval of the subdivision only, and that the Plan Commission had unanimously recommended this approval.

Trustee Minx moved, seconded by Trustee Witko, to adopt Ordinance 16-18.

Motion passed: 6 ayes, 0 nays.

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

3. Next, Trustee Minx introduced for a first reading **Ordinance 16-19, Amending Title 10, Chapter 5 of the Municipal Code Entitled "Property Maintenance Regulations" and Deleting Title 10, Chapter 5, Article A Entitled "Vacant Buildings."**

- a. Trustee Minx explained that Village staff conducted a review of Title 10, Chapter 5, which sets forth property maintenance regulations for all properties in the Village, as well as requirements for the registration and maintenance of vacant properties. Based on this review, staff has recommended five revisions to Chapter 5, including updating the definitions of vacant, dangerous, and nuisance building; designating all persons or entities who have an ownership interest in or a right to possess, control, or manage a property as being responsible for its maintenance and repairs, and prohibiting the Village from issuing transfer stamps and permits to any person who has unpaid property maintenance fines or obligations owed the Village for violations or unsatisfactory conditions that have not been corrected.

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

B. **Trustee Minx:** (continued)

Trustee Minx said that, as this is a first reading, no action will be taken this evening.

C. **Trustee Pietron:**

1. Trustee Pietron presented **Ordinance 16-53, Authorizing a Renewal Agreement Between the Village of Morton Grove and Illinois Convenience and Safety Corporation to Install and Maintain Transit Advertising Shelters Within the Village.**

- a. He explained that this Resolution authorizes a ten-year renewal agreement with the Illinois Convenience and Safety Corporation (IC&SC), a private organization, to install and maintain transit advertising shelters at no expense to taxpayers within the Village. The agreement stipulates that IS&SC will pay the Village a 20% share of the net advertising revenue they receive. This is an increase of 10% over the prior contract share. IS&SC maintains 375 bus shelters throughout the area (12 within the Corporate Limits) at no expense to taxpayers, and has done so for more than 20 years.

Trustee Pietron moved to approve Resolution 16-53, seconded by Trustee Minx.

Motion passed: 6 ayes, 0 nays.

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

2. Next, Trustee Pietron presented **Resolution 16-54, Authorizing the Execution of a Contract With G&L Contractors, Inc. For the 2016 Material Hauling Program.**

- a. He said that the material hauling program is necessary to haul and dispose of construction/ demolition debris, street sweepings, tree stump grindings, and to transport and furnish sand and stone material for the Village.
- b. The Village annually contracts with a material hauling contractor to assist in the hauling of materials to and from Public Works. The contract was bid through a public process and two sealed bids were received. The low bidder was G&L Contractors, Inc. of Skokie, Illinois, in the amount of \$162,100. However, since this is a unit price contract, the final contract amount will be based on the actual quantity of work performed.

Trustee Pietron moved, seconded by Trustee Thill, to approve Resolution 16-54.

Motion passed: 6 ayes, 0 nays.

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

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

C. Trustee Pietron: (continued)

3. Trustee Pietron then presented **Resolution 16-55, Authorizing the Execution of a Contract With Path Construction Company, Inc. For the 2016 Beckwith Road Bridge Rehabilitation—Project B.**
 - a. He explained that, a 2015 bridge inspection itemized needed repairs on the Beckwith Road bridge, including expansion joint replacement, approach slab replacement, and pier repairs. Public Works staff budgeted \$120,000 for the expansion joint replacements in the 2016 Budget. The contract authorized by Resolution 16-44 was for \$62,000, and the engineering cost is estimated to be \$18,000, leaving an anticipated budget surplus of \$40,000. Therefore, it is practical for the Village to utilize these budgeted funds. A project was subsequently developed to repair the deteriorated areas of the approach slabs and one pier. This would fit the budget and provide value to the Village.
 - b. The contract was then bid through a public process. The contract must conform to the requirements of the Prevailing Wage Act. The proposed price from the lowest bidder, Path Construction Company, is \$28,800. However, since this is a unit price contract, the final contract amount will be based on the actual quantity of work performed.

Trustee Pietron moved to approve Resolution 16-55, seconded by Trustee Ramos.

Motion passed: 6 ayes, 0 nays.

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

4. Trustee Pietron commented that, last week, he and Trustee Thill had taken the Fire Department's CPR class. He said it was brilliant and highly recommend that others take the class. At the conclusion of the class, you will know how to administer CPR to adults, children, and infants.

D. Trustee Ramos:

Trustee Ramos had no report.

E. Trustee Thill:

Trustee Thill had no report.

F. Trustee Witko:

Trustee Witko had no report.

XII.

OTHER BUSINESS

President pro tem welcomed former Trustee Don Sneider to the meeting tonight and thanked him for coming.

XIII.

WARRANTS

Trustee Witko presented the Warrant Register for August 8, 2016, in the amount of \$653,725.67. She moved that the Warrants be approved as presented. Trustee Minx seconded the motion.

Motion passed: 6 ayes, 0 nays.

Tr. Grear aye

Tr. Ramos aye

Tr. Minx

Tr. Thill

aye

aye

Tr. Pietron

Tr. Witko

aye

aye

XIV.

RESIDENTS' COMMENTS

1. **Anthony Kramer, 5904 Emerson**, said that he had come to the Board a few years ago about the necessity for a storm sewer at Capri Lane and Emerson. He wondered what progress had been made.
 - a. Village Administrator Czerwinski said that, since that would be a project costing in excess of \$4 million, the Village was looking at low-interest IEPA loans to help fund the work. He said the 2017 Budget would contain funds for Phase 1 Engineering. Mr. Czerwinski said that everything needs to be coordinated with the IEPA. He said he understood Mr. Kramer's and other residents of that area's concerns. He said the Village's best course of action was to handle this in "phased" chunks. He said that Public Works would ensure that the sewers in that area are operating at maximum efficiency.
 - b. Mr. Kramer said it's just devastating when the water doesn't drain. People have lost cars and other belongings due to the water. He said they've been waiting for three years.
 - c. Mr. Czerwinski asked Mr. Kramer to please keep contacting him or reach out to Joe Dahm in the Water Department.
2. **Mrs. Pellicano, 9327 National**, questioned whether the closure of Beckwith Road at Shermer was permanent. She said neither residents nor the nearby school was notified, and wondered what method of communication the Village used. She's lived here since 1954.
 - a. Mr. Czerwinski said that, in spite of the presence of speed monitors and flashing lights, critical accidents continue to occur at the Beckwith-Shermer and Beckwith-Harlem intersections. He explained that the Village's code allows the police department to try experimental traffic controls for a period of time, then evaluate how well they are or are not working. He said that's what the Village is trying now.
 - b. Mr. Czerwinski said the Village has tried experimental traffic controls in other areas of the Village over the past 6–8 months; some have worked well, others have not. The street closure is not permanent. The Village will look at how this is working after 60 days.

XIV. **RESIDENTS' COMMENTS** (continued)

- c. As far as communication, Mr. Czerwinski said that letters advising the closing of the Beckwith-Shermer intersection were sent to residents within 400 feet of the area. Also, all the schools were informed, so they could alter bus routes, if necessary.
- d. Mrs. Pellicano said the Village needs to send the residents in that area more information. She felt the west side of town has no representation on the Village. Mr. Czerwinski said the Village was planning to have an upcoming "neighborhood outreach meeting" on the west side of town.

XV. **ADJOURNMENT**

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

Motion passed: 6 ayes, 0 nays.

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

The meeting adjourned at 7:48 p.m.

PASSED this 12th day of September, 2016.

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

APPROVED by me this 12th day of September, 2016.

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

APPROVED and FILED in my office this 13th day of September, 2016.

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

Minutes by: Teresa Cousar

To: Village President and Board of Trustees

From: Ronald Farkas, Chairperson, Plan Commission
Nancy Radzevich, AICP, Community and Economic Development Director
Dominick A. Argumedo, AICP, Zoning Administrator/Land-Use Planner




Date: September 2, 2016

Re: Plan Commission Case PC16-07: Request for approval of a Plat of Vacation for an approximately 256 ft. long portion of a public alley located south of Capulina Avenue, west of Ferris Avenue and east of the Metra rail line, in accordance with Section 12- 9-5 of the Morton Grove Unified Development Code (Ordinance 07-07)

Commission Report

Public Notice

The Village of Morton Grove provided Public Notice for the August 15, 2016 Plan Commission public hearing for PC 16-07 in accordance with the Unified Development Code. The Pioneer Press published the public notice on July 28, 2016, and the Village notified surrounding property owners via mail on July 29, 2016 and placed a public notice sign on the subject property on August 5, 2016.

Overview of the Application

The Village of Morton Grove is requesting approval of a Plat of Vacation for an approximately 256 ft. long portion of a public alley, located south of Capulina Avenue, west of Ferris Avenue, and east of the Metra rail line.

The properties that immediately abut the proposed vacated alley to the east and west are vacant, Village of Morton Grove municipally-owned properties. These properties were collectively identified as "Site B" in the adopted Lehigh/Ferris Framework Plan, dated January 27, 2009 (Ord. 09-01). The south edge of the proposed vacated alley aligns with the northern property line of 6330 Lincoln Avenue. The remaining portion of the alley, which abuts 8548 Ferris to the west and south, would be maintained as public alley.

August 15, 2016 Public Hearing

Mr. Dominick Argumedo, Zoning Administrator/Land-Use Planner, introduced the case and summarized the Plan Commission staff report dated August 10, 2016, which was entered, in its entirety, into the public record. (Attachment 1)

Commissioner Gabriel asked why the entire alley, from Capulina Avenue all the way to Ferris Avenue, was not proposed for vacation.

Ms. Radzevich, Community and Economic Development Director, explained that only the portion of the alley within the boundaries of "Site B" is proposed for vacation because the adjacent

properties at 8548 Ferris Avenue and 6330 Lincoln Avenue still need the remaining portion of the alley for vehicular access.

Commissioner Shimanski asked if there are any utility improvements being made.

Ms. Radzevich responded the utility companies have been contacted as part of the process of assessing the redevelopment of the overall site, but there is no immediate plan to relocate utilities. This application is just for the vacation of this portion of the alley. Since this site is municipally owned property, any redevelopment proposal by a private developer would include a redevelopment agreement, which would likely deal with utility improvements.

Commissioner Shimanski moved to approve Case PC 16-07 an application for approval of a Plat of Vacation for an approximately 256 ft. long portion of a public alley located south of Capulina Avenue, west of Ferris Avenue and east of the Metra rail line with the south edge of the proposed vacated alley aligning with the northern property line of 6330 Lincoln Avenue, in accordance with Section 12- 9-5 of the Morton Grove Unified Development Code (Ordinance 07-07) with the following conditions:

1. The Plat shall be recorded in accordance with Section 12-9-5:B.5 of the Unified Development Code.

Commissioner Gabriel seconded the motion.

The motion passed unanimously (6-0, Khan Absent)

Proclamation

Village of Morton Grove

WHEREAS, September 17, 2015, marks the two hundred twenty-ninth anniversary of the drafting of the United States Constitution by the Constitutional Convention; and

WHEREAS, it is fitting and proper to accord official recognition to this outstanding document and its memorable anniversary, and to the patriotic celebrations which will commemorate the occasion; and

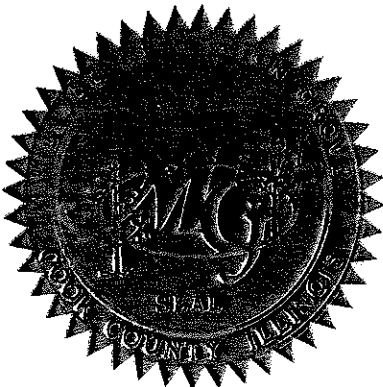
WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States designating September 17 through 23 as Constitution Week.

NOW, THEREFORE, I, Daniel P. DiMaria, Mayor of the Village of Morton Grove, Illinois, do hereby proclaim the week of September 17 through September 23, 2015, as

CONSTITUTION WEEK

and ask all residents of the Village reaffirm the ideals of the framers of the constitution had in 1787 by attentively protecting the freedoms guaranteed to us through this guardian of our liberties, remembering lost rights may never be regained.

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



Daniel P. DiMaria, Village President

Proclamation

Village of Morton Grove

WHEREAS, the issue of peace embraces the deepest hopes of everyone in our community and around the world, and remains humanity's loftiest goal and guiding inspiration; and

WHEREAS, we, in the Village of Morton Grove are a diverse people that embrace new challenges and opportunities as we unify to create a common purpose toward peace when unrest and violence continues to erupt; and

WHEREAS, in 1981, the United Nations proclaimed an International Day of Peace which commemorated the ideals of peace among all nations and peoples; and

WHEREAS, the United Nations then expanded the observance of the International Day of Peace in 2001 to include the call for a day of global ceasefire and non-violence, and as a result invited everyone to honor a cessation of hostilities for the duration of that chosen day; and

WHEREAS, there is growing support in our Village for the observance of this International Day of Peace which affirms the overall vision of a world at peace, and also fosters cooperation between individuals, organizations, and community groups to carry these ideals which are held in our hearts; and

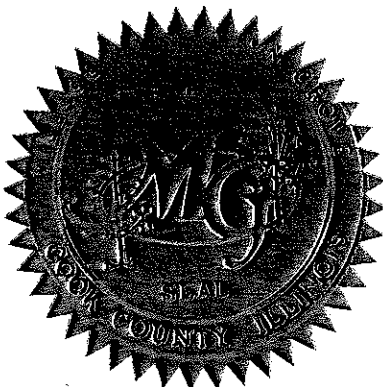
WHEREAS, different crises around the world should encourage everyone to work tirelessly toward humanity's noblest aspiration for world peace so our children can live, work, and play in a world filled with a quiet resolve and reconciliation for today and all future generations.

NOW, THEREFORE, I, Daniel P. DiMaria, Mayor of the Village of Morton Grove, Illinois, do hereby proclaim September 21, 2016, as

A DAY OF PEACE IN MORTON GROVE

and urge all residents and businesses to sponsor events and activities that create a better understanding and appreciation for what peace can offer.

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



Daniel P. DiMaria, Village President

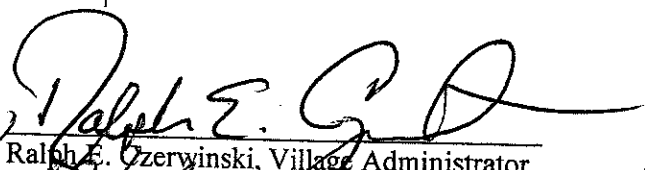
Legislative Summary

Ordinance 16-19

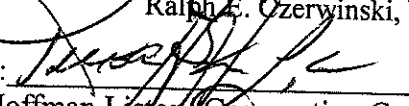
AMENDING TITLE 10, CHAPTER 5 OF THE MUNICIPAL CODE ENTITLED "PROPERTY MAINTENANCE REGULATIONS" AND DELETING TITLE 10, CHAPTER 5, ARTICLE A ENTITLED "VACANT BUILDINGS"

Introduced:	August 8, 2016
Purpose:	This ordinance will amend Title 10, Chapter 5 of the Village Code
Background:	<p>Village staff has conducted a review of Title 10, Chapter 5 which sets forth property maintenance regulations for all properties in the Village as well as requirements for the registration and maintenance of vacant properties. Based on this review, staff has recommended Chapter 5 be revised to:</p> <ul style="list-style-type: none">A. Designate all persons or entities who have an ownership interest or a right to possess or control or manage a property as being responsible for its maintenance and repairs;B. Update the definitions of vacant, dangerous and nuisance buildings, as well as the processes to determine and/or declare a building to be a vacant, dangerous and/or nuisance building;C. Prohibit the issuance of Village transfer stamps and permits to any person who has unpaid property maintenance fines or obligations owed to the Village or violations or unsatisfactory conditions that have not been corrected;D. Consolidates Chapter 5 and Chapter 5A to update the process for the registration, inspection and maintenance of vacant buildings; andE. Establish an updated appeals process for orders and decisions made pursuant to this chapter. <p>This ordinance will amend the Village Code to incorporate these changes</p>
Programs, Departments or Groups Affected	Building and Inspectional Services, Administration, and Legal Departments
Fiscal Impact:	N/A
Source of Funds:	N/A
Workload Impact:	Staff in the various departments will oversee the administration of Title 10, Chapter 5 as part of their normal workload.
Administrator Recommendation:	Approval
Second Reading:	Required, Municipal Code Book Change
Special Considerations or Requirements:	None

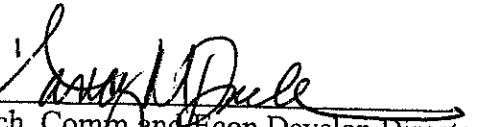
Respectfully submitted:


Ralph E. Czerywinski, Village Administrator

Prepared by:


Teresa Hoffman Liston, Corporation Counsel

Reviewed by:


Nancy Radzevich, Comm and Econ Develop Director

ORDINANCE 16-19

AMENDING TITLE 10, CHAPTER 5 OF THE MUNICIPAL CODE ENTITLED "PROPERTY MAINTENANCE REGULATIONS" AND DELETING TITLE 10, CHAPTER 5, ARTICLE A ENTITLED "VACANT BUILDINGS"

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 conducted a review of Title 10, Chapter 5 and based on that review has recommended Chapter 5 be rewritten and Chapter 5 Article A be deleted; and

WHEREAS, the proposed revisions will:

- A. Designate all persons or entities who have an ownership interest or a right to possess or control or manage a property as being responsible for its maintenance and repairs;
- B. Update the definitions of vacant, dangerous and nuisance buildings, as well as the processes to determine and/or declare a building to be a vacant, dangerous and/or nuisance building;
- C. Prohibit the issuance of Village transfer stamps and permits to any person who has unpaid property maintenance fines or obligations owed to the Village or violations or unsatisfactory conditions that have not been corrected;
- D. Update the process for the registration, inspection, and maintenance of vacant buildings; and
- E. Establish an updated appeals process for orders and decisions made pursuant to this chapter.

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 therein thereby making the findings as hereinabove set forth.

SECTION 2: Title 10, Chapter 5, entitled Property Maintenance Regulations is hereby amended to read as follows:

CHAPTER 5

PROPERTY MAINTENANCE REGULATIONS

SECTION:

- 10-5-1: Adoption of Code
- 10-5-2: Administration and Enforcement
- 10-5-3: Unfit for Human Occupancy
- 10-5-4: Dangerous and Nuisance Buildings
- 10-5-5: Vacant Building Registration, Inspection and Maintenance Standards
- 10-5-6: General Requirements

10-5-1: **ADOPTION OF CODE:**

- A. Property Maintenance Code Adopted: There is hereby adopted by the Village of Morton Grove the International Property Maintenance Code, 2003 Edition, as published by the International Code Council as the Property Maintenance Code of the Village of Morton Grove for the control of buildings and structures as herein provided, and each and all of the regulations, provisions, conditions, penalties and terms of the aforesaid document are hereby incorporated by reference and made a part of this Code and shall be applicable and controlling within the limits of Morton Grove. If any provision of the International Property Maintenance Code, 2003 Edition, is in conflict with any provision of any code, ordinance, rule, or regulation of the Village, the code, ordinance, rule, or regulation shall prevail and the conflicting provision of the International Property Maintenance Code, 2003 Edition, shall have no force or effect. (Ord. 07-09, 3-26-2007)
- B. Rules and Regulations: The Code Official is authorized to adopt such written rules and regulations as may be necessary for the proper interpretation and enforcement of this chapter. Such rules and regulations shall not conflict with or waive any provisions of this chapter or any other ordinance of the Village. Such rules and regulations shall be submitted to the President and Board of Trustees for approval and no such rule or regulation shall be effective without such approval. Such rules and regulations, upon approval of the President and Board of Trustees, shall be kept on file with the Code Official for public examination. Such rules and regulations shall have the force and effect of this chapter and shall continue in effect until revoked by the Code Official with the approval of the President and Board of Trustees. For purposes of this chapter, the Code Official is the Village Administrator or his designee.
- C. Amendments: The Property Maintenance Code adopted above is hereby amended or modified as hereinafter set forth:
 - 1. Section 111 - "Manner of Appeal", delete the entire section.
 - 2. Section 302.4 Weeds. All premises and exterior property shall be maintained free from weeds or plant growth in accordance with Municipal Code Sections 8-3-1 through 8-3-5.
 - 3. As required by Section 304.4, insect screens shall be installed each year during the period from May 1 through September 30.

4. As required by Section 602.3, every owner and operator of any building who rents, leases, or lets one or more dwelling unit, rooming unit, dormitory, or guest room on terms, either expressed or implied, to furnish heat to the occupants thereof shall supply heat each year during the period from October 1 through March 31.
5. As required by Section 602.4, indoor occupiable work spaces shall be supplied with heat each year during the period from October 1 through March 31.
(Ord. 07-09, 3-26-2007)

10-5-2: **ADMINISTRATION AND ENFORCEMENT:**

- A. Responsible Persons: For purposes of this chapter "owner" means any person, agent, operator, firm, trust, or corporation having a legal or equitable or beneficial interest in the property; or recorded in the official records of the state, county, or village as holding title to the property; or otherwise having control or possession of the property, including guardian of the estate of any such person, and the executor or administrator of the estate of such person, bankruptcy trustees, the authorized representative of all lienholders, or property manager.
- B. Inspections, Right of Entry:
 1. Inspections Authorized: The Code Official may make regular inspections to determine the condition of the buildings, dwellings, dwelling units, rooming units and premises located within the Village for the purpose of safeguarding the health and safety of all occupants and of the general public. The Code Official may make such inspections whenever such an inspection is deemed necessary; provided, however, that such inspections must be made at reasonable times and upon reasonable notice to, and with the consent of, the owner or operator and the occupant, except when an existing emergency requires immediate action.
 2. The owner or operator or occupant shall cooperate with all reasonable requests from the Code Official, all orders of court, subpoenas and other legal process to permit and facilitate any entry, examination, or survey in connection with the inspections authorized by this section.
 3. Inspection Upon Warrant: Whenever the Code Official or his delegate, after presentation of proper credentials and request for entry to inspect is refused access to any building, dwelling, dwelling unit or rooming unit, the Code Official is authorized to petition the Village's local Adjudication Hearing Officer or any judge for the issuance of a search warrant authorizing the inspection of such building, dwelling, dwelling unit, or rooming unit for the purpose of making such inspections as shall be necessary for the enforcement of the provisions of this chapter.
 4. Owner's Right of Entry: Every occupant of a building, dwelling, dwelling unit, or rooming unit shall give the owner thereof, or his agent or employee access to any part of such building, dwelling, dwelling unit or rooming unit or its premises, for the purpose of making such repairs or alterations as are necessary to effect compliance with the provisions of this chapter or with any lawful rule or regulation adopted or any lawful order issued pursuant to the provisions of this chapter. Entry pursuant to this subsection

shall be made only at reasonable times and after reasonable notice to the occupant unless an existing emergency requires immediate action.

C. Fines and Penalties:

1. Any person found to have violated any provision of this article shall be subject to a fine as determined in Title 1, Chapter 4 of this code, in addition to any other legal or equitable remedies available to the Village.
2. A separate and distinct offense shall be committed each day on which such person or persons shall violate the provisions of this chapter.
3. The Village may enforce this chapter through its Local Administrative Adjudication system or through the court system.
4. Whenever any person fails, refuses or neglects to obey an order, correct a violation, or pay any fine or costs issued pursuant to this chapter or in any other manner does not comply with the duties imposed upon him by this chapter, Corporation Counsel is authorized to institute any and all such legal action as may be required to effect compliance.
5. Other Remedies. The imposition of any penalty pursuant to this chapter shall not preclude the Village from instituting an appropriate action or proceeding in a court of proper jurisdiction to prevent an unlawful repair or maintenance, to restrain, correct, or abate a nuisance or violation; to prevent the occupancy of a building, dwelling, or dwelling unit; to require compliance with the provisions of this chapter or other applicable laws, ordinances, rules or regulations or the orders and determinations of the Code Official. Nothing herein contained shall prohibit the Village from condemning as provided for in this code or by state statute or taking other immediate action upon a determination the building is a public nuisance or poses an imminent danger to the occupants of the building, or the public health, safety and welfare.
6. Costs to Be Recovered. The costs of any repair, reoccurring maintenance, or demolition undertaken pursuant to this chapter by the Village, shall be recoverable from the owner of the premises and shall be a lien upon such premises, as provided by 65 Illinois Compiled Statutes 5/11-31-1 and 5/11-31.
7. Issuance of Transfer Stamps and Permits. The Village shall not issue transfer stamps, building permits or other Village licenses or permits for any owner or with respect to any property in which any person has unpaid fines or obligations owed to the Village or violations or unsatisfactory conditions that have not been corrected.

D. Appeals:

1. Scope of Appeal: Any person aggrieved by a decision of the Code Official, made pursuant to the authority conferred by this chapter, which: designates any building, dwelling, dwelling unit, or rooming unit unfit for human occupancy or dangerous and/or a public nuisance, designates a building as a vacant building, orders the vacation, repair or demolition of any building, dwelling, dwelling unit, or rooming unit, or refuses to authorize the resumption of human occupancy in any building, dwelling, dwelling unit or

rooming unit subject to the provisions of this chapter may appeal such decision to the Zoning Board of Appeals. Such appeal shall be filed in writing with the Village Administrator within thirty-five (35) days of the date of the receipt of notice of the decision being appealed, and shall set forth specific facts in support thereof, and shall include all evidence the party relies upon to support the appeal. Appeals not commenced within such time shall be deemed waived.

2. Stay Pending Appeal: An appeal shall stay all proceedings in furtherance of the decision appealed from and all duties imposed thereby, unless the Code Official certifies to the Zoning Board of Appeals, after the notice of appeal has been filed with the Village Administrator, that by reason of facts stated in the certificate a stay would, in his opinion, cause immediate hazards to human life, health or safety, in which case the proceedings shall not be stayed otherwise than by a restraining order, which may be granted by Zoning Board of Appeals. Any stay in effect pursuant to this subsection shall continue until a decision on the appeal is rendered by the Zoning Board of Appeals.
3. Action on Appeal: The Zoning Board of Appeals shall select a reasonable time and place for a public hearing on the appeal, shall give due notice thereof to the parties having a known interest therein. The Zoning Board of Appeals shall decide the appeal on the basis of facts presented by the appellant in his or her written appeal and any other credible information or evidence submitted to the Zoning Board of Appeals by the Village. The Zoning Board of Appeals may, but is not required to, seek additional information from the appellant. The Zoning Board of Appeals shall render a written decision without 30 days after the close of the hearing. Upon the concurring vote of a majority of its members then holding office, the Zoning Board of Appeals may reverse or affirm, in whole or in part, or may modify, the decision from which the appeal was taken, and to that end the Zoning Board of Appeals shall have all the powers of the Code Official with respect to such decision. A copy of the decision shall be provided to the appellant. The decision of the Zoning Board of Appeals shall be final.

10-5-3: **UNFIT FOR HUMAN OCCUPANCY:**

- A. Designated: Whenever any building, dwelling, dwelling unit, or rooming unit is determined to be unfit for human occupancy, the Code Official shall carry out such designation in compliance with the following procedures of this section.
- B. Notice of Placarding:
 1. The Code Official shall serve notice of the designation of the building, dwelling, dwelling unit, or rooming unit as unfit for human occupancy upon the owner of record of the property and all known operators and occupants thereof to last address of such person(s) known to the Village. Service shall be by certified mail, return receipt requested, and by posting of a placard at each entrance of the affected building, dwelling, dwelling unit, or rooming unit.
 2. The notices and placards shall order the affected building, dwelling, dwelling unit or rooming unit to be vacated within a specific reasonable period of time as determined by the Code Official, which may be immediately where conditions exist presenting immediate hazards to human life, health or safety. Such notices and placards shall further

state the right of any aggrieved person to file any appeal pursuant to Section 10-5-2 of this chapter.

3. No person shall deface or remove the placard required by this section from any building, dwelling, dwelling unit, or rooming unit, except as authorized by this chapter.
- C. Vacation of Building: Any building, dwelling, dwelling unit, or rooming unit designated as unfit for human occupancy shall be vacated within the time specified by the Code Official on the notice and placard. Further entry to the building for any purpose shall be subject to times, terms and conditions set forth in writing by the Code Official.
- D. Resume Use: No building, dwelling, dwelling unit, or rooming unit which has been designated as unfit for human occupancy shall again be used for human occupancy until the defects upon which the designation was based have been eliminated or until the building, dwelling, dwelling unit or rooming unit has been inspected and found to comply in all respects with the requirements of this chapter, a certificate of occupancy has been reissued, and the placard designating the building as unfit for human occupancy has been removed by the Code Official. (Ord. 99-42, 9-13-1999)

10-5-4: **DANGEROUS AND NUISANCE BUILDINGS:**

- A. Designation as Dangerous and/or Public Nuisance: Where the alleged violations and conditions on a property or at or within a building are of such a nature or extent that, in the opinion of the Code Official, they render the building, dwelling, dwelling unit, rooming unit, or any part thereof, unsafe, injurious or dangerous to the life, safety, morals, or the general health and welfare of the occupants or the residents of the Village; the Code Official shall declare and designate the building, dwelling, dwelling unit, rooming unit, or part thereof as dangerous and/or a public nuisance. A building may be declared as dangerous or a public nuisance if one or more of the following conditions exist:
 1. The physical condition, or uses of any premises is regarded as a public nuisance at common law, under the Illinois Compiled Statutes, or under this Code; or
 2. Any physical condition, use, or occupancy of any premises or its appurtenances considered an attractive nuisance to children, including, but not limited to, abandoned wells, shafts, basements, excavations, and unsafe fences, or structures; or
 3. The building has inoperable or unsanitary sewerage or plumbing facilities; or
 4. The building has been designated by the Code Official as unsafe for human occupancy or use; or
 5. The building is or is manifestly capable of being a fire hazard, unsafe or insecure as to endanger life, limb, or property; or
 6. The building or the property which it is located is unsanitary, is exhibiting rodent harborage or infestation, or is littered with rubbish or garbage, or has an uncontrolled growth of weeds; or

7. The building is in a state of dilapidation, deterioration or decay; improperly constructed; unsecured; vacant with the doors, windows, or other openings boarded up or secured by any means other than conventional methods used in the design of the building or permitted for new construction of similar type; damaged by fire to the extent that it no longer provides shelter; in danger of collapse or structural failure; and dangerous to anyone on or near the premises.

- B. Notice and Placarding: The Code Official shall serve notice of the designation of the building, dwelling, dwelling unit, rooming unit, or part thereof, as dangerous and/or a public nuisance, upon the owner of record of the property and all known operators and occupants thereof to last address of such person(s) known to the Village. Service shall be by certified mail, return receipt requested, and by posting of a placard at each entrance of the affected building, dwelling, dwelling unit, or rooming unit.
- C. Action Required: The notices and placards required by this subsection shall state the affected building, dwelling, dwelling unit, or rooming unit, or part thereof, declared to be dangerous and/or a public nuisance, shall state the specific alleged uncorrected violations of this chapter deemed sufficient to justify such designation; order the owner, operator and/or occupant to vacate, repair, or demolish the building, dwelling, dwelling unit, rooming unit or part thereof and shall further state unless said violations are corrected, the Village will take all lawful action to abate the nuisance and or dangerous conditions up to and including the demolition of the property. Failure to comply with such order shall be a violation of this chapter. The owner shall be responsible for all costs incurred by the Village should it be required to take any action to abate the nuisance or dangerous conditions.
- D. Defacing or Removing Placard: No person shall deface or remove the placard required by this subsection from any building, dwelling, dwelling unit, rooming unit, or part thereof which has been designated as dangerous and a public nuisance, except as provided in this chapter.

10-5-5: **VACANT BUILDING REGISTRATION, INSPECTION AND MAINTENANCE STANDARDS:**

- A. Purpose and Scope: Registering of residential buildings or any other building, including, but not limited to, buildings designed for manufacturing, industrial, storage, or commercial uses is essential for the proper enforcement of the Village's building, zoning and life safety codes and to safeguard persons, properties, and the general welfare of the Village. This section shall not be construed to prevent the enforcement of other applicable ordinances, codes, legislation, and regulations which prescribe standards other than are provided herein, and in the event of conflict, the most restrictive shall apply.
- B. Definitions: In this section:
 1. "Secured" means a building has a permanent door or window in each appropriate building opening that is secured to prevent unauthorized entry and has all its door and window components, including frames, jambs, rails, stiles, muntins, mullions, panels, sashes, lights and panes intact and unbroken.
 2. "Vacant Building" means: a residential building which lacks habitual presence of human beings who have a legal right to be on the premises, or a non-residential building where

all apparent lawful business or construction operations have ceased. The following buildings are not deemed vacant for purposes of this chapter:

- a. An owner-occupied single family residential building used as a residence by the owner for a period of at least 2 months within the previous 9 months so long as the owner intends to resume residing at the property;
- b. An unoccupied unit in a multi-family building (condominium, townhome and/or apartment building) unless the Code Official determines that the building or part thereof is not being properly maintained and notifies the owner of the building or the person or entity responsible for maintaining the building;
- c. Property owned by governmental agencies;
- d. Property undergoing an active permitted renovation or rehabilitation; or
- e. Residential buildings unoccupied for less than 12 months and are part of an estate in probate or similar decedent's estate proceeding and are not subject to bankruptcy or foreclosure.

C. Registration Required:

1. The owner of any building that has become vacant shall within 30 days after the building becomes vacant or within 30 days after assuming ownership, whichever is later, file a registration statement on forms provided by the Village and pay an initial registration fee of \$500. Said initial registration fee includes the cost of the initial inspection. In addition to other information, the registration statement shall include the name, street address, email address, and telephone number of a person 21 years of age or older, designated by the owner or owners as the authorized agent for receiving notices of code violations and for receiving process in any court proceeding or administrative enforcement proceeding on behalf of the owner or owners in connection with the enforcement of this section. This person shall reside within the state of Illinois.
2. The owner shall be required to renew the registration and pay a \$100 renewal fee anytime the ownership of the property is transferred and annually on the anniversary the property first became vacant for as long as the building remains vacant.

D. Owner's Immediate Responsibilities: The owner of any building that has become vacant shall immediately:

1. Enclose and secure the building.
2. Maintain the building in a secure and closed condition until the building is again occupied or demolished;
3. Acquire, maintain, and provide evidence of liability insurance in the following amounts or such other amounts approved by the Village Administrator:
 - a. Five hundred thousand dollars (\$500,000.00) for a vacant residential building of one to three (3) units;

- b. Seven hundred fifty thousand dollars (\$750,000.00) for a vacant residential building of four (4) to eleven (11) units;
 - c. One million dollars (\$1,000,000.00) for a vacant residential building of twelve (12) to forty eight (48) units;
 - d. Two million dollars (\$2,000,000.00) for a vacant residential building of more than forty eight (48) units; and
 - e. Two million dollars (\$2,000,000.00) for a vacant manufacturing, industrial, storage, or nonresidential commercial building.
4. Maintain the entirety of the building and associated property so as not to be a public nuisance.

E. Inspection: The owner shall provide access to the Village to conduct an exterior and interior inspection of the building to determine compliance with this section. Subsequent to said inspection, the Village shall provide an inspection report detailing all substandard and unsatisfactory conditions, and a time period when such conditions must be corrected. Failure to timely correct all noted substandard and unsatisfactory conditions is a violation of this chapter. The owner shall pay the costs of all inspections and re-inspections.

F. Standards and Requirements: In addition to any other applicable requirements, vacant buildings shall comply with the following requirements:

- 1. Lot Maintenance Standards. The lot where the building is situated and the surrounding public way and shall meet the following:
 - a. All grass and weeds on the premises including abutting sidewalks, gutters and alleys shall be kept below 6 inches in height and all dead or broken trees, tree limbs, or shrubbery shall be cut and removed from the premises;
 - b. Any public sidewalk adjoining the lot shall be shoveled clear of snow;
 - c. Junk, rubbish, waste and any material that creates a health, safety, or fire hazard, including but not limited to any mail or flyers that have been delivered to the building, shall not be permitted to accumulate on any portion of the exterior lot of the building;
 - d. No portion of the lot nor any structure, vehicle, receptacle or object on the premises shall be maintained or operated in any manner that causes or produces any health or safety hazard or permits the premises to become a rodent harborage or is conducive to rodent harborage;
 - e. The lot shall be maintained so that water does not accumulate or stand on the ground or any other object or receptacle;
 - f. All fences and gates shall be maintained in sound condition and in good repair.

- d. Every exit door shall be secured with an internal deadbolt lock, or with a locking mechanism deemed equivalent or better by the Code Official, and every exit door shall be capable of being opened from the inside easily and without the use of a key or special knowledge;
- e. Interior stairs shall have treads and risers that have uniform dimensions, are sound, securely fastened, and have no rotting, loose or deteriorating supports;
- f. Every owner shall be responsible for the extermination of insects, rodents, and other vermin in or about the property.

- 4. **Window Covering.** All ground floor windows facing street frontage, including, but not limited to, all display windows in unoccupied or vacant commercial buildings shall be kept in a well maintained and clean condition. Commercial buildings shall be covered on the interior side in a neat and finished manner with an opaque window covering approved by the Code Official. At a minimum a one foot by one foot (1' x 1') clear glass opening through which the interior space is clearly visible shall be maintained at standing eye level along one edge of one such window and no more than 5% of such window.
- 5. **Sprinkler and Alarm Standards.** All existing required automatic fire sprinkler systems, alternative automatic fire extinguishing systems, standpipe systems, and fire alarm and detection systems, including monitoring by RED Center or a central station approved by the Fire Chief shall be maintained and remain in service.
- 6. **Issuance of Modifications.** Upon written application by an owner the Code Official may approve a modification of any provision of this section, including the requirement for inspections and fees, provided the spirit and functional intent of the section will be observed and the public health, welfare, and safety will be assured. The decision of the Code Official concerning a modification shall be made in writing and the application for a modification and the decision of the Code Official concerning such modification shall be retained in the permanent records of the Village.

G. Rules and Regulations: The Village Administrator may issue additional rules and regulations for the administration and enforcement of this section.

H. Re-inspections: The owner shall be required, and upon 3 days notice permit and facilitate entry to the building and property for inspections and inspections, by authorized Village representatives at least once every 6 months, or at any time when a previous inspection was not satisfactory, the building and/or property appears not to be in compliance with this chapter, or has been unlawfully entered.

10-5-6: GENERAL REQUIREMENTS:

A. Vegetation:

- 1. No premises shall contain uncontrolled growths of vegetation in violation of this code, and all trees, hedges, and other plantings shall be kept trimmed so as to avoid interference with persons or vehicles passing on public ways, easements or adjoining private property. (Ord. 80-5, 3-24-1980; amd. Ord. 99-42, 9-13-1999)

2. No trees, hedges, or plantings shall be planted, maintained, or allowed where such trees, hedges, or plantings impede or obstruct the view of vehicles, passing on the public way, or other vehicular traffic; and the owner of the property upon which such vegetation is grown shall trim or remove such vegetation so such obstruction to such view is removed. (Ord. 83-15, 9-12-1983; amd. Ord. 99-42, 9-13-1999)
- B. Exterior Repairs and Maintenance to Harmonize with Existing Exterior: Whenever repair, replacement, or maintenance of exterior walls or roofs is required to comply with this subsection, such repair, replacement, or maintenance shall be undertaken so as to match, conform, and be consistent with the existing exterior, and shall comply with all applicable provisions of this code.
- C. Utility Disconnects: No owner, operator, or occupant shall cause any service facilities, equipment, or utility which is required under this section to be removed from or shut off from or discontinued from any occupied dwelling or dwelling unit let or occupied by him, except such temporary interruption as may be necessary while actual repairs or alterations are in process, or during temporary emergencies when discontinuance of service is approved by the Code Official.
- D. Occupancy of Dwelling Units Below Grade: A dwelling unit partially below grade shall not be used for living purposes unless:
 1. Floors and walls are watertight;
 2. Habitable rooms below grade are arranged in accordance with this code and codes adopted by subsection 10-1-1A of this title with regard to minimum area, ceiling height, light, ventilation, and emergency escape and rescue openings.
- E. Responsibilities of Owners and Operators of Hotels and Motels: In addition to responsibilities imposed by the property maintenance code adopted in section 10-5-1 of this chapter, the owner and/or operator of every hotel or motel shall be responsible for the sanitary maintenance of all walls, floors, and ceilings, and for the maintenance of a sanitary condition in every part of the hotel or motel. He shall further be responsible for the extermination of any insects, rodents or other pests wherever found in the hotel or motel. He shall further be responsible for the sanitary maintenance and extermination of the entire premises where the entire structure or building is leased or occupied by him. He shall further be responsible for the disposal of all garbage and rubbish by supplying each room unit with facilities for storage and disposal of garbage and rubbish and by providing for the general garbage and rubbish storage, disposal, and collection needs of the hotel or motel in accordance with the requirements of this code. (Ord. 80-5, 3-24-1980; amd. Ord. 99-42, 9-13-1999; Ord. 07-09, 3-26-2007)

SECTION 3: Title 10, Chapter 5, Article A entitled Vacant Buildings is hereby deleted in its entirety.

SECTION 4: The terms and conditions of this ordinance shall be severable and if any section, term, provision, or condition is found to be invalid or unenforceable by any reason by a court of competent jurisdiction, the remaining sections, terms, provisions, and conditions, shall remain in full force and effect.

SECTION 5: In the event this ordinance or any Code amendment herein 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 6: This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form according to law.

PASSED this 12th day of September 2016.

Trustee Gear	_____
Trustee Minx	_____
Trustee Pietron	_____
Trustee Ramos	_____
Trustee Thill	_____
Trustee Witko	_____

APPROVED by me this 12th day of September 2016.

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

ATTESTED and FILED in my office
this 13th day of September 2016.


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


Legislative Summary


Ordinance 16-20

APPROVING VACATION OF A PORTION OF PUBLIC ALLEY LOCATED SOUTH OF CAPULINA AVENUE, WEST OF FERRIS AVENUE AND EAST OF THE METRA RAIL LINE IN MORTON GROVE

Introduction:	September 12, 2016
Purpose:	This ordinance will approve the vacation of a portion of public alley located south of Capulina Avenue, which is abutted to the east and west by municipally-owned properties in order to further facilitate redevelopment of the overall site.
Background:	<p>The Village of Morton Grove, the applicant and owner, filed an application to vacate an approximately 256 ft. long portion of a public alley located directly south of Capulina Avenue, west of Ferris Avenue and east of the Metra rail line. This portion of public alley is abutted to the east and west by several municipally owned properties, which are collectively known as "Site B" per the Village of Morton Grove Lehigh Ferris Framework Plan, dated January 27, 2009 (Ord.09-01). The Lehigh Ferris Framework Plan identified "Site B" as a potential redevelopment site for higher density residential uses, based on its proximity to the Village's proposed future downtown along Lincoln and Lehigh Avenues and the Morton Grove Metra train station. The vacation of this portion of the public alley will allow for and better facilitate a more comprehensive redevelopment plan for "Site B." The vacated alley will extend from Capulina, to the north, to the northern edge of the adjacent 6330 Lincoln Avenue property. The remaining portion of the alley will be maintained in order to allow for continued vehicular access for 6330 Lincoln Avenue and 8548 Ferris Avenue.</p> <p>The Plan Commission reviewed the application at their August 15, 2016 public hearing meeting. Based on the application, supporting documents and testimony presented, the Plan Commission voted unanimously (6-0, Khan absent) to recommend approval of the requested vacation of public alley, with conditions.</p>
Programs, Departs or Groups Affected	Community and Economic Department
Fiscal Impact:	N/A
Source of Funds:	N/A
Workload Impact:	The vacation of the public alley and required recording of the Plat of Vacation will be implemented and supervised by staff as part of their normal work activities.
Admin Recommend:	Approval as presented
Second Reading:	September 26, 2016, required
Special Consider or Requirements:	None

Submitted by: 
Ralph Czerwinski, Village Administrator

Reviewed by: 
Teresa Hoffman Liston, Corporation Counsel

Prepared by: 
Nancy M. Radzevich, Community and Economic Development Director

ORDINANCE 16-20

APPROVING VACATION OF A PORTION OF PUBLIC ALLEY LOCATED SOUTH OF CAPULINA AVENUE, WEST OF FERRIS AVENUE AND EAST OF THE METRA RAIL LINE IN MORTON GROVE

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, pursuant to applicable law, the Board of Trustees of the Village of Morton Grove has the power and authority to vacate streets and alleys or portions thereof within the jurisdiction of the Village; and

WHEREAS, on April 12, 2004, the Village Board adopted Ordinance 04-10 which established a procedure to be followed for the vacation of streets and alleys; and

WHEREAS, the Village of Morton Grove has made a proper application to the Plan Commission in the Village of Morton Grove under Case No. PC 16-07 requesting to vacate an approximately 256 ft. long portion of a public alley located directly south of Capulina Avenue, west of Ferris Avenue and east of the Metra rail line, and whereby the south edge of the vacated alley aligns with the northern property line of 6330 Lincoln Avenue, in accordance with the plat of vacation and legal description, prepared by Haeger Engineering, dated August 2, 2016, a copy of which is attached hereto and made a part hereof and marked as "Exhibit A"; and

WHEREAS, the 4,096 sq. ft. subject property is 16 ft. wide and approximately 256 ft. long, and is bordered to the east and west by vacant municipally-owned properties, with common addresses of: 8550 Ferris Avenue, 8600 Ferris Avenue, 8602 Ferris Avenue, 8608 Ferris Avenue, 8612 Ferris Avenue, 8614 Ferris Avenue, 8618 Ferris Avenue and 8620 Ferris Avenue and which are collectively known as "Site B", per the adopted Lehigh Ferris Framework Plan (Ordinance 09-01); and

WHEREAS, the Lehigh Ferris Framework Plan identified "Site B" as a potential redevelopment site for higher density residential uses, based on its proximity to the Village's proposed future downtown along Lincoln and Lehigh Avenues and the Morton Grove Metra train station; and

WHEREAS, the vacation of this portion of the public alley will allow for and better facilitate the redevelopment of "Site B" by allowing for a comprehensive redevelopment plan of the entire site; and

WHEREAS, pursuant to the applicable provisions of the Municipal Code, upon public notice duly published in the Pioneer Press, a newspaper of general circulation in the Village of Morton Grove which publication took place on July 28, 2016, and pursuant to the posting of a sign on the property on August 5, 2016 and written notification sent to property owners within 250 feet of the subject property on July 29, 2016 as required by ordinance, the Morton Grove Plan Commission held a public hearing relative to the above referenced case on August 15, 2016, at which time all concerned parties were given the opportunity to be present and express their views for the consideration by the Plan Commission. And, as result of said hearing, the Plan Commission made certain recommendations and conditions through a report dated September 2, 2016, a copy of which is attached hereto and made a part hereof and marked as Exhibit "B"; and

WHEREAS, the Plan Commission considered all the evidence and testimony presented to it, discussed the merits of the Application in light of applicable laws, including Section 12-9-5 of the Unified Development Code, and voted to recommend approval of the vacation, with conditions; and

WHEREAS, pursuant to the provisions of the Village of Morton Grove Unified Development Code, the Corporate Authorities have considered the report of the Plan Commission and find the proposed vacation of a portion of this public alley is appropriate, in the public interest, and in accordance with applicable ordinances of the Village of Morton Grove for a vacation of a public right-of-way.

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: The Corporate Authorities do hereby approve the application for PC 16-07, request for approval of vacation of a public alley subject to the following conditions:

1. The final recorded Plat of Vacation shall be in accordance with the Plat of Vacation, prepared by Haegar Engineering, dated August 2, 2016; and

2. The applicant or his/her successors shall comply with all applicable provisions of Title 12, Chapter 9 regarding the content, submission, and recording of the plat of vacation.

SECTION 3: The applicant or his/her successors shall file the plat of vacation with the Recorder of Deeds of Cook County Illinois, on or before January 24, 2017, in accordance with Section 12-9-5 of the Village Code.

SECTION 5: This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form according to law, and the applicant or his/her successors has recorded the Plat of Vacation, in accordance with Section 12-9-5 of the Village Code, and recorded this Ordinance with the Recorder of Deeds of Cook County, Illinois, and has provided the evidence of such to the Village of Morton Grove.

PASSED this 26th day of September 2016.

Trustee Gear	_____
Trustee Minx	_____
Trustee Pietron	_____
Trustee Ramos	_____
Trustee Thill	_____
Trustee Witko	_____

APPROVED by me this 26th day of September 2016.

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

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

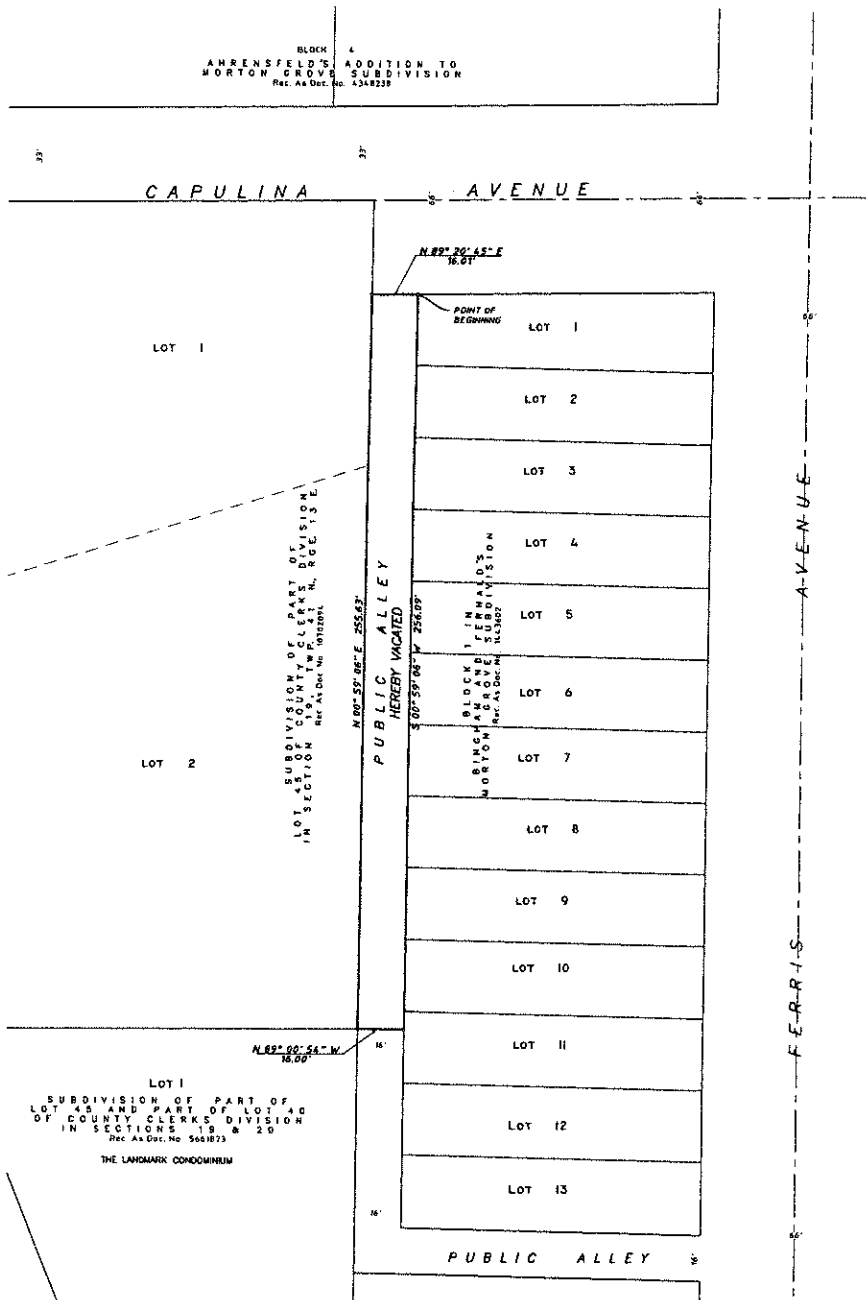
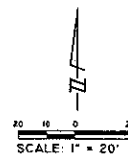
Connie Travis, Village Clerk
Village of Morton Grove
Cook County, Illinois

WAS PLAT TO:
HAEGER ENGINEERING LLC
CONDA TWO ENGINEERS AND LAND SURVEYORS
100 EAST STATE PARKWAY
SCHWABURG, IL 60172

PLAT OF VACATION

SHEET 1 OF 1

THAT PART OF THE PUBLIC ALLEY ESTABLISHED BY BINGHAM AND FERNALD'S
MORTON GROVE SUBDIVISION LYING WEST OF BLOCK 1 IN SAID SUBDIVISION, BEING
A SUBDIVISION IN SECTION 26 AND SECTION 16, ALL IN TOWNSHIP 41 NORTH RANGE
13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF
RECORDED APRIL 3, 1991 AS DOCUMENT NUMBER 143862, DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF SAID BLOCK 1; THENCE SOUTH 00
DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE WEST LINE OF SAID BLOCK
240.00 FEET; THENCE NORTH 89 DEGREES 00 MINUTES 04 SECONDS WEST; 16.00
FEET TO THE WEST LINE OF SAID PUBLIC ALLEY; THENCE NORTH 89 DEGREES 00
MINUTES 08 SECONDS EAST ALONG SAID WEST LINE; 255.63 FEET TO THE WESTERLY
EXTENSION OF THE NORTH LINE OF AFORE SAID BLOCK 1; THENCE NORTH 89
DEGREES 00 MINUTES 45 SECONDS EAST ALONG SAID WESTERLY EXTENSION; 16.01
FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.



VILLAGE BOARD CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK) SS

IN ACCORDANCE WITH RESOLUTION / ORDINANCE # _____
THIS PLAT WAS HEREBY ACCEPTED AND APPROVED BY THE PRESIDENT AND BOARD
OF TRUSTEES OF THE VILLAGE OF MORTON GROVE, ILLINOIS, AT A MEETING HELD
ON THE _____ DAY OF _____ A.D. 2016

BY: _____
PRESIDENT

ATTEST: _____
CLERK

STATE OF ILLINOIS)
COUNTY OF COOK)

I, JEFFREY W. GUNY, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3655 HEREBY
CERTIFY THAT THIS PLAT HAS BEEN PREPARED UNDER MY DIRECT SUPERVISION
FROM SURVEYS AND OFFICIAL RECORDS, FOR THE USE AND PURPOSES HEREIN SET
FORTH AND THAT THIS PLAT IS A CORRECT REPRESENTATION OF THE HEREIN
CAPTIONED PROPERTY.

SCHWABURG, ILLINOIS

BY: _____
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3655



EXPIRES 11-30-16

HAEGER ENGINEERING
consulting engineers and surveyors

100 East State Parkway, Schwaburg, IL 60172
Tel: 815.391.0400 Fax: 815.391.0402
www.haeger-engineering.com

To: Village President and Board of Trustees

From: Ronald Farkas, Chairperson, Plan Commission
Nancy Radzevich, AICP, Community and Economic Development Director
Dominick A. Argumedo, AICP, Zoning Administrator/Land-Use Planner



Date: September 2, 2016

Re: Plan Commission Case PC16-07: Request for approval of a Plat of Vacation for an approximately 256 ft. long portion of a public alley located south of Capulina Avenue, west of Ferris Avenue and east of the Metra rail line, in accordance with Section 12- 9-5 of the Morton Grove Unified Development Code (Ordinance 07-07)

Commission Report

Public Notice

The Village of Morton Grove provided Public Notice for the August 15, 2016 Plan Commission public hearing for PC 16-07 in accordance with the Unified Development Code. The Pioneer Press published the public notice on July 28, 2016, and the Village notified surrounding property owners via mail on July 29, 2016 and placed a public notice sign on the subject property on August 5, 2016.

Overview of the Application

The Village of Morton Grove is requesting approval of a Plat of Vacation for an approximately 256 ft. long portion of a public alley, located south of Capulina Avenue, west of Ferris Avenue, and east of the Metra rail line.

The properties that immediately abut the proposed vacated alley to the east and west are vacant, Village of Morton Grove municipally-owned properties. These properties were collectively identified as "Site B" in the adopted Lehigh/Ferris Framework Plan, dated January 27, 2009 (Ord. 09-01). The south edge of the proposed vacated alley aligns with the northern property line of 6330 Lincoln Avenue. The remaining portion of the alley, which abuts 8548 Ferris to the west and south, would be maintained as public alley.

August 15, 2016 Public Hearing

Mr. Dominick Argumedo, Zoning Administrator/Land-Use Planner, introduced the case and summarized the Plan Commission staff report dated August 10, 2016, which was entered, in its entirety, into the public record. (Attachment 1)

Commissioner Gabriel asked why the entire alley, from Capulina Avenue all the way to Ferris Avenue, was not proposed for vacation.

Ms. Radzevich, Community and Economic Development Director, explained that only the portion of the alley within the boundaries of "Site B" is proposed for vacation because the adjacent

properties at 8548 Ferris Avenue and 6330 Lincoln Avenue still need the remaining portion of the alley for vehicular access.

Commissioner Shimanski asked if there are any utility improvements being made.

Ms. Radzevich responded the utility companies have been contacted as part of the process of assessing the redevelopment of the overall site, but there is no immediate plan to relocate utilities. This application is just for the vacation of this portion of the alley. Since this site is municipally owned property, any redevelopment proposal by a private developer would include a redevelopment agreement, which would likely deal with utility improvements.

Commissioner Shimanski moved to approve Case PC 16-07 an application for approval of a Plat of Vacation for an approximately 256 ft. long portion of a public alley located south of Capulina Avenue, west of Ferris Avenue and east of the Metra rail line with the south edge of the proposed vacated alley aligning with the northern property line of 6330 Lincoln Avenue, in accordance with Section 12- 9-5 of the Morton Grove Unified Development Code (Ordinance 07-07) with the following conditions:

1. The Plat shall be recorded in accordance with Section 12-9-5:B.5 of the Unified Development Code.

Commissioner Gabriel seconded the motion.

The motion passed unanimously (6-0, Khan Absent)

Legislative Summary


Resolution 16-56

AUTHORIZING FOR THE PURCHASE OF A NEW PAN TILT SEWER CAMERA FROM ARIES INDUSTRIES, INC.

Purpose:	To authorize the purchase of a new Pan Tilt Sewer Camera from Aries Industries, Inc. to be used by the Public Works Sewer Division. This purchase is required to have a backup camera in the event of existing camera failure.
Background:	Under the newly mandated Metropolitan Water Reclamation District of Greater Chicago (MWRDGC) Infiltration and Inflow Program, the Village of Morton Grove is required to have 10% of the total separated sewer area (33,000 lineal feet) televised by July of 2019.
Programs, Departments or Groups Affected	Public Works, Engineering Division and Sewer Division, MWRDGC
Fiscal Impact:	The original cost estimate of \$20,000 for camera purchase was given to us in the third quarter of 2015 by Aries Industries, Inc. as a 2016 Budget amount. The current cost has been increased to \$22,560.09 (See Exhibit A). Additional funds are available in Account No. 405034-564200 to cover the increase. Aries Industries, Inc. is a Sole Source Vendor for this purchase as defined in Section V – Special Procurement Requirements in the Village Purchasing Manual.
Source of Funds:	Funding for the Purchase of the new Sewer Camera is in the Enterprise Fund Sewer Account No.: 405034-564200 in the amount of \$20,000.00.
Workload Impact:	The implementation of this purchase is one as part of the normal operations of the Public Works and Finance Departments.
Administrator Recommendation:	Approval as presented.
First Reading:	Not required
Special Considerations or Requirements:	None

Respectfully submitted: 
Ralph Czerwinski, Village Administrator

Reviewed by: 
Andy De Monte, Director of Public Works

Prepared by: 

Reviewed by: 

RESOLUTION 16-56

A RESOLUTION TO AUTHORIZE THE PURCHASE OF A NEW PAN TILT SEWER CAMERA FROM ARIES INDUSTRIES, INC.

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

WHEREAS, the Village of Morton Grove is a unit of local government authorized to exist under the terms of the Illinois Compiled Statutes; and

WHEREAS, the Department of Public Works desires to purchase and maintain a new Pan Tilt Sewer Camera; and

WHEREAS, the Village of Morton Grove Adopted Budget for Fiscal Year 2016 allocated funds in Sewer Enterprise Fund, Account No. 305034-564200 to purchase one (1) Sewer Camera; and

WHEREAS, under the Metropolitan Water Reclamation District of Great Chicago (MWRDGC) mandated Infiltration and Inflow Program a secondary camera unit is necessary in order to achieve increased sewer televising requirements to be completed by July of 2019; and

WHEREAS, the 2015 cost estimate of \$20,000 was increased to \$22,560.09 in 2016; and

WHEREAS, the Public Works Sewer Division exiting Aries camera system is only compatible with the Aries Pathfinder Pan Tilt Zoom camera; and

WHEREAS, Aries Industries, Inc. of Waukesha, Wisconsin is the sole source vendor for this purchase as defined in Section V – Special Procurement Requirements in the Village's Purchasing Manual.

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

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

SECTION 2: The Village of Morton Grove is authorized to purchase a new sewer camera from Aries Industries, Inc. of Waukesha, Wisconsin, based upon their proposal for One (1) Aries PE3510 Pathfinder Pan Tilt Camera in the amount of \$22,560.09 attached hereto as Exhibit "A".

SECTION 3: The Village Administrator and Director of Public Works are hereby authorized to execute, and the Village Clerk to attest, the purchase of one (1) sewer camera with Aries Industries, Inc. for the above equipment as proposed by the vendor and take all steps necessary to ensure the prompt delivery of same.

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

PASSED THIS 12th DAY OF September 2016

Trustee Gear	_____
Trustee Minx	_____
Trustee Pietron	_____
Trustee Ramos	_____
Trustee Thill	_____
Trustee Witko	_____

APPROVED by me this 12th day of September 2016.

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

APPROVED and FILED in my office
this 13th day of September 2016.

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



Village of Morton Grove

Department of Public Works
7840 N. Nagle • Direct Telephone 847-470-5235
Fax 847/965-9511

M e m o r a n d u m

To: Hanna Sullivan, Finance Director
From: Joe Dahm, Assistant Director of Public Works
Re: Purchase of New Aries Sewer Camera
Date: August 22, 2016
Cc: Andy De Monte, Director of Public Works
Ralph Czerwinski, Village Administrator

APPROVED
KC
9-1-16

The Department of Public Works budgeted \$20,000 in the 2016 Sewer Enterprise Fund Account No. 405034-564200 for the purchase of a new Sewer Camera based on estimates received by Aries Industries, Inc. in the third quarter of 2015. Since 2015 the current price has been increased to \$22,560.09 (see attached quotation). The new Pathfinder Pan Tilt Zoom Camera is the only camera compatible with our existing Aries sewer televising system. Aries Industries, Inc. is the sole source vendor as defined in the Section V – Special Procurement Requirements in the Village Purchasing Manual, waiving the formal bidding process to complete this purchase. Public Works will be submitting a resolution at the September 12, 2016 Village Board Meeting for approval of this purchase.





Aries Industries, Inc.
550 Elizabeth St

Waukesha WI 53186

Phone: 262-896-7205 Fax: 262-896-7099

QUOTATION

No.: 15266

Page: 1 of 1

Quote To:

Village of Morton Grove, IL
7840 Nagle Ave
Morton Grove IL 60053
USA

Phone: 847-470-5235

Email:

Date: 5/11/2016

Valid Thru: 8/9/2016

Salesperson: Greg Fry

Created By: Greg Fry

FOB: FOB Dest PPD

Terms: Net 30 Days

					US Dollars	
Line	Part Number	Quantity	Description	Unit Price	Extended Price	
1	PE3510-SK	1	EA Camera, Pathfinder Self-Cleaning Pan Tilt Zoom, Vertical, NTSC & Components Kit	\$22,560.09	\$22,560.09	

I accept the Terms and
Conditions of this Quotation.

Name: _____

Title: _____

PO #: _____

Signature: _____

Sub Total: 22,560.09

Total: \$22,560.09

*** TOTAL SUBJECT TO CHANGE FOR TAXES AND FREIGHT ***

A restocking charge of 15% will apply to all unused returned parts

VILLAGE OF MORTON GROVE

PURCHASE ORDER

NO. 43993

SHOW ORDER NO. ON ALL
INVOICES & CORRESPONDENCE

SEE CONDITIONS ON REVERSE SIDE

ORDER
TO

Aries Industries, Inc.
550 Elizabeth St.
Waukesha, WI 53186

SHIP
TO

Morton Grove Public Works
7840 Nagle Ave
Morton Grove, IL 60053

SEND INVOICE TO: VILLAGE OF MORTON GROVE 6101 CAPULINA AVE. MORTON GROVE, IL 60053-2902

ACCOUNT NO	405034-564200	<input checked="" type="checkbox"/> ORIGINAL <input type="checkbox"/> CONFIRMING	PO DATE 8/4/2016	SHIPPING DATE	REQUISITIONER Kevin Lochner
------------	---------------	---	---------------------	---------------	--------------------------------

COMPLETE DESCRIPTION OF ARTICLES OR SERVICES	QTY. ORDERED	QTY. REC'D	UNIT PRICE	AMOUNT
Purchase of a new Camera for the existing unit. (Sewer)				
Camera, Pathfinder Self-Cleaning Pan Tilt Zoom, Vertical, NTSC & Components kit	1			\$22,560.09
EST. Total.....				\$22,560.09

*Sole Source

Note: Material Safety Data Sheet must be furnished on each product ordered
in accordance with the Toxic Substance Act P.A. 83-240

RECEIVING INFORMATION

<input type="checkbox"/> COMPLETE	DATE _____	INITIAL _____
<input type="checkbox"/> PARTIAL	DATE _____	INITIAL _____

CONDITIONS AND TERMS ON THE REVERSE SIDE WILL APPLY

NOTE: If purchase over \$500.00 two signatures required/over \$2,000.00 three signatures required

DO NOT INCLUDE STATE AND LOCAL SALES TAX OR FEDERAL EXCISE TAX.
SALES TAX EXEMPT NO. E 9890-1491-04/FED. I.D. NO. 36-6006007

VILLAGE
ADMINISTRATOR

DEPARTMENT
HEAD

DIRECTOR
OF FINANCE

ORIGINAL

CONDITIONS

1. **ACCEPTANCE** - Of this order constitutes acceptance of all conditions herein. If not in agreement please notify immediately.
2. **PURCHASE ORDER** - Village of Morton Grove will not be responsible for any goods delivered or services performed without a purchase order.
3. **PRICES AND QUANTITY** - Prices and quantities shall be as shown on purchase order unless vendor has received prior approval for changes from the Village of Morton Grove. If price is omitted on order, except where order is given in acceptance of quoted prices, Seller's price shall be the lowest prevailing market price. In no event is this order to be filled at higher prices than last previously quoted or charged without the Village of Morton Grove's written consent.
4. **PACKING AND CARTAGE CHARGES** - No charge allowed for packing or cartage unless designated on this order.
5. **QUALITY AND INSPECTION** - All material and services furnished must be specified and will be subject to inspection and approval after delivery or performance. The right is reserved to reject at the risk of the seller such portion of any shipment of performance as may be defective or fail to comply with specifications. If rejected the disposition will be at the expense of the seller.
6. **NON-PERFORMANCE** - If delivery is not made when and as specified the seller will be charged for any loss incurred by the village.
7. **PATENTS** - The seller hereby guarantees the village against all losses, damages or both, resulting from any patent infringement by reason of purchasing goods covered by this order. This guarantee also includes the reimbursement to the village of all litigation costs which it may incur as a result of any patent suit in addition to the recoveries which may be secured against it for losses or damages.
8. **FAIR EMPLOYMENT PRACTICES** - Acceptance of Purchase Order by vendor indicates compliance by vendor with Chapter 48, Sections 854, 854A of Illinois Revised Statutes.


Legislative Summary

Resolution 16-57

AUTHORIZING THE EXECUTION OF A CONTRACT WITH MAURO SEWER CONSTRUCTION, INC. FOR THE SITES I & J DRAINAGE IMPROVEMENTS PROJECT

Introduced:	September 12, 2016
Synopsis:	To authorize the Village President to execute and the Village Clerk to attest to a contract with Mauro Sewer Construction, Inc., for the Sites I & J Drainage Improvements Project.
Purpose:	To construct a storm sewer system to serve areas identified as Sites I & J in the Lehigh/Ferris Framework Plan adopted in November 2008.
Background:	The Lehigh/Ferris Framework Plan was adopted in 2008 to define an implementable long-term vision for redevelopment within the Lehigh/Ferris Subarea. Sites I and J are identified in the Lehigh/Ferris Framework Plan as property parcels bounded by the river/railroad, Dempster Street, Narragansett Avenue, and Hennings Court. Resolution 16-05, approved on January 25, 2016, authorized a task order for Ciorba Group, Inc. to complete design engineering for the storm sewer. This contract 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". This contract must conform to the requirements of the Prevailing Wage Act. The proposal price from the lowest bidder (Mauro Sewer Construction, Inc.) is \$429,838.00.
Programs, Departments or Groups Affected	Public Works, Community and Economic Development.
Fiscal Impact:	\$429,838.00
Source of Funds:	2016 Lehigh-Ferris TIF Account 151079-571029.
Workload Impact:	The management and supervision of this contract will be performed by the Engineering Division of Public Works and Community and Economic Development Departments as part of their normal operations.
Administrator Recommendation:	Approval as presented.
Special Considerations or Requirements:	None

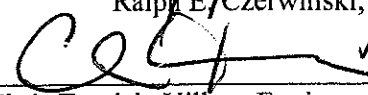
Respectfully submitted:


Ralph E. Czerwinski, Village Administrator

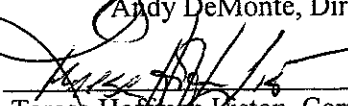
Reviewed by:


Andy DeMonte, Director Public Works

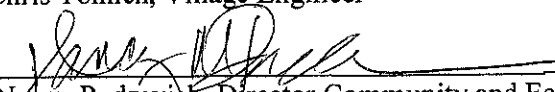
Prepared by:


Chris Tomich, Village Engineer

Reviewed by:


Teresa Hoffman Eiston, Corporation Counsel

Reviewed by:


Nancy Radzevich, Director Community and Economic Development

RESOLUTION 16-57

AUTHORIZING THE EXECUTION OF A CONTRACT WITH MAURO SEWER CONSTRUCTION, INC. FOR THE SITES I & J DRAINAGE IMPROVEMENTS PROJECT

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

WHEREAS, the Lehigh/Ferris Framework Plan was adopted in 2008 to define an implementable long-term vision for redevelopment within the Lehigh/Ferris Subarea; and

WHEREAS, Sites I and J are identified in the Lehigh/Ferris Framework Plan as property parcels bounded by the river/railroad, Dempster Street, Narragansett Avenue, and Hennings Court; and

WHEREAS, a separate storm sewer system will be required by the Metropolitan Water Reclamation District of Greater Chicago (MWRD) for new development in this area; and

WHEREAS, it is consistent with the Village's development code to have a separate storm sewer system; and

WHEREAS, it is in the Village's best interest to design and construct these regional stormwater management measures to facilitate future development in this area; and

WHEREAS, Resolution 16-05, approved January 25, 2016, authorized the Village Engineer to execute a task order for Ciorba Group, Inc. to complete design engineering for the Sites I & J Development Drainage Engineering Project; and

WHEREAS, the Public Works Department advertised on the Village's website beginning July 21, 2016, to invite bids on the "Sites I & J Drainage Improvements Project"; and

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

WHEREAS, eighteen entities, contractors, or suppliers obtained the bidding materials; and

WHEREAS, five bids were received, publicly opened, and read at the Public Works facility at 10:00 a.m. on Wednesday, August 10, 2016, with the tabulation of bids as shown in Exhibit "A"; and

WHEREAS, Mauro Sewer Construction, Inc. is the low bidder with a bid amount of \$429,838.00; and

WHEREAS, the qualifications and availability of Mauro Sewer Construction, Inc. have been verified; and

WHEREAS, the 2016 Adopted Budget contains an allocation of \$4,300,000 in the Lehigh-Ferris TIF Fund Account 151079-571029 for potential projects within or adjacent to the Lehigh-Ferris TIF District.

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

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

SECTION 2: The Corporate Authorities accept the bid of Mauro Sewer Construction, Inc., in the amount of \$429,838.00.

SECTION 3: The Village President of the Village of Morton Grove is hereby authorized to execute and the Village Clerk to attest to a contract with Mauro Sewer Construction, Inc., for the Sites I & J Drainage Improvements Project in the amount of \$429,838.00.

SECTION 4: The Village Administrator, Director of Public Works, Village Engineer and their designees are hereby authorized to take all steps necessary to oversee and implement this contract.

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

PASSED THIS 12th DAY OF SEPTEMBER 2016

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

APPROVED BY ME THIS 12th DAY OF SEPTEMBER 2016

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

ATTESTED and FILED in my office
This 13th DAY OF SEPTEMBER 2016

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

EXHIBIT "A"

Village of Morton Grove, Cook County, IL
 Village of Morton Grove Wastewater Treatment Plant
 Wastewater Treatment Plant Improvements Project
 Bid Opening: August 10, 2016

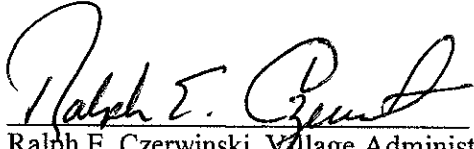

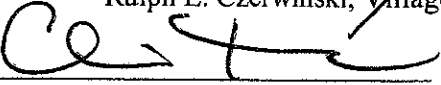
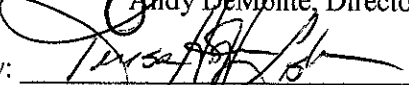
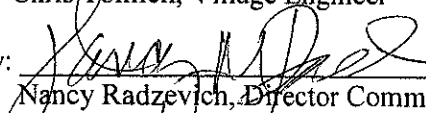
Engineer's Estimate				J. Congdon Sewer Services, Inc. 170-A Alexander Way Carol Stream, IL 60188				Bidder Contractors, Inc. 316 Cay Point Drive Cary, IL 60013				Lenny Hoffman Excavating, Inc. 9636 Lake Avenue Winnetka, IL 60091				Novella, LLC 1251 Redefier Road Brookview, IL 60055				Mauro Sewer Construction, Inc. Des Plaines, IL 60016			
PAY ITEM	PAY ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST		
20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	15	\$75.00	\$1,125.00	\$80.00	\$480.00	\$50.00	\$750.00	\$50.00	\$750.00	\$50.00	\$750.00	\$50.00	\$750.00	\$50.00	\$750.00	\$50.00	\$750.00	\$50.00	\$750.00		
20100210	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	30	\$75.00	\$2,250.00	\$90.00	\$900.00	\$60.00	\$1,800.00	\$60.00	\$1,800.00	\$60.00	\$1,800.00	\$60.00	\$1,800.00	\$60.00	\$1,800.00	\$60.00	\$1,800.00	\$60.00	\$1,800.00		
20101400	NITROGEN FERTILIZER NUTRIENT	POUND	54	\$3.00	\$162.00	\$10.00	\$540.00	\$3.00	\$162.00	\$3.00	\$162.00	\$3.00	\$162.00	\$3.00	\$162.00	\$3.00	\$162.00	\$3.00	\$162.00	\$3.00	\$162.00		
20101500	PHOSPHORUS FERTILIZER NUTRIENT	POUND	54	\$3.00	\$162.00	\$10.00	\$540.00	\$3.00	\$162.00	\$3.00	\$162.00	\$3.00	\$162.00	\$3.00	\$162.00	\$3.00	\$162.00	\$3.00	\$162.00	\$3.00	\$162.00		
20101600	POTASSIUM FERTILIZER NUTRIENT	POUND	54	\$3.00	\$162.00	\$10.00	\$540.00	\$3.00	\$162.00	\$3.00	\$162.00	\$3.00	\$162.00	\$3.00	\$162.00	\$3.00	\$162.00	\$3.00	\$162.00	\$3.00	\$162.00		
20101800	TRENCH BACKFILL	CU YD	788	\$43.00	\$34,314.00	\$40.00	\$31,600.00	\$40.00	\$31,600.00	\$40.00	\$31,600.00	\$40.00	\$31,600.00	\$40.00	\$31,600.00	\$40.00	\$31,600.00	\$40.00	\$31,600.00	\$40.00	\$31,600.00		
21101615	TOPSOIL FURNISH AND PLACE, 4"	SO YD	2,323	\$9.00	\$20,907.00	\$6.00	\$13,938.00	\$5.00	\$11,615.00	\$5.00	\$11,615.00	\$5.00	\$11,615.00	\$5.00	\$11,615.00	\$5.00	\$11,615.00	\$5.00	\$11,615.00	\$5.00	\$11,615.00		
23000100	SEEDING, CLASS 1	ACRE	0.6	\$7,000.00	\$4,200.00	\$10,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00		
25100105	MULCH METHOD 1	ACRE	0.6	\$7,000.00	\$4,200.00	\$10,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00		
28000400	PERIMETER EROSION BARRIER	FOOT	688	\$3.00	\$2,064.00	\$1.00	\$688.00	\$1.00	\$688.00	\$1.00	\$688.00	\$1.00	\$688.00	\$1.00	\$688.00	\$1.00	\$688.00	\$1.00	\$688.00	\$1.00	\$688.00		
28000510	INLET FILTERS	EACH	22	\$200.00	\$4,400.00	\$125.00	\$2,750.00	\$80.00	\$1,760.00	\$80.00	\$1,760.00	\$80.00	\$1,760.00	\$80.00	\$1,760.00	\$80.00	\$1,760.00	\$80.00	\$1,760.00	\$80.00	\$1,760.00		
28020020	FILTER FABRIC	SO YD	11	\$50.00	\$550.00	\$75.00	\$825.00	\$10.00	\$110.00	\$10.00	\$110.00	\$10.00	\$110.00	\$10.00	\$110.00	\$10.00	\$110.00	\$10.00	\$110.00	\$10.00	\$110.00		
28500400	ARTICULATED BLOCK RETAINMENT MAT	SQ YD	11	\$200.00	\$2,200.00	\$175.00	\$1,925.00	\$175.00	\$1,925.00	\$175.00	\$1,925.00	\$175.00	\$1,925.00	\$175.00	\$1,925.00	\$175.00	\$1,925.00	\$175.00	\$1,925.00	\$175.00	\$1,925.00		
42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	763	\$16.00	\$12,208.00	\$9.00	\$6,867.00	\$6.00	\$4,578.00	\$6.00	\$4,578.00	\$6.00	\$4,578.00	\$6.00	\$4,578.00	\$6.00	\$4,578.00	\$6.00	\$4,578.00	\$6.00	\$4,578.00		
44000600	SIDEWALK REMOVAL	SQ FT	763	\$3.25	\$2,479.75	\$2.00	\$1,526.00	\$2.00	\$1,526.00	\$2.00	\$1,526.00	\$2.00	\$1,526.00	\$2.00	\$1,526.00	\$2.00	\$1,526.00	\$2.00	\$1,526.00	\$2.00	\$1,526.00		
44201950	CLASS D PATCHES, TYPE IV, 12 INCH	SO YD	143	\$150.00	\$21,450.00	\$125.00	\$17,875.00	\$80.00	\$11,440.00	\$80.00	\$11,440.00	\$80.00	\$11,440.00	\$80.00	\$11,440.00	\$80.00	\$11,440.00	\$80.00	\$11,440.00	\$80.00	\$11,440.00		
54210557	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 12"	EACH	1	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00		
55000340	STORM SEWERS, CLASS A, TYPE 2 12"	FOOT	997	\$75.00	\$74,775.00	\$135.00	\$134,595.00	\$140.00	\$139,580.00	\$140.00	\$139,580.00	\$140.00	\$139,580.00	\$140.00	\$139,580.00	\$140.00	\$139,580.00	\$140.00	\$139,580.00	\$140.00	\$139,580.00		
56100700	WATER MAIN 8"	FOOT	66	\$125.00	\$8,250.00	\$90.00	\$5,940.00	\$200.00	\$13,200.00	\$200.00	\$13,200.00	\$200.00	\$13,200.00	\$200.00	\$13,200.00	\$200.00	\$13,200.00	\$200.00	\$13,200.00	\$200.00	\$13,200.00		
60200105	CATCH BASINS, TYPE A, 4' DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	1	\$3,000.00	\$3,000.00	\$4,500.00	\$4,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00		
60218400	MANHOLES, TYPE A, 4' DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	8	\$5,000.00	\$40,000.00	\$6,500.00	\$52,000.00	\$3,300.00	\$26,400.00	\$3,300.00	\$26,400.00	\$3,300.00	\$26,400.00	\$3,300.00	\$26,400.00	\$3,300.00	\$26,400.00	\$3,300.00	\$26,400.00	\$3,300.00	\$26,400.00		
60242000	INLETS, TYPE A, TYPE 1 FRAME, OPEN LID	EACH	1	\$2,000.00	\$2,000.00	\$1,500.00	\$1,500.00	\$2,300.00	\$2,300.00	\$2,300.00	\$2,300.00	\$2,300.00	\$2,300.00	\$2,300.00	\$2,300.00	\$2,300.00	\$2,300.00	\$2,300.00	\$2,300.00	\$2,300.00	\$2,300.00		
69500050	REMOVING CATCH BASINS	EACH	2	\$500.00	\$1,000.00	\$250.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00		
69500705	SPECIAL WASTE DISPOSAL	CU YD	408	\$46.00	\$18,768.00	\$75.00	\$30,600.00	\$80.00	\$32,640.00	\$80.00	\$32,640.00	\$80.00	\$32,640.00	\$80.00	\$32,640.00	\$80.00	\$32,640.00	\$80.00	\$32,640.00	\$80.00	\$32,640.00		
67100100	MOBILIZATION	LSUM	1	\$20,000.00	\$20,000.00	\$100,000.00	\$100,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00		
X0322917	PROPOSED STORM SEWER CONNECTION TO EXISTING MANHOLE	EACH	3	\$500.00	\$1,500.00	\$1,500.00	\$4,500.00	\$2,500.00	\$7,500.00	\$2,500.00	\$7,500.00	\$2,500.00	\$7,500.00	\$2,500.00	\$7,500.00	\$2,500.00	\$7,500.00	\$2,500.00	\$7,500.00	\$2,500.00	\$7,500.00		
X0500600	STORM SEWERS, DUCTILE IRON, TYPE 2 8"	FOOT	87	\$120.00	\$10,440.00	\$110.00	\$9,570.00	\$140.00	\$12,180.00	\$140.00	\$12,180.00	\$140.00	\$12,180.00	\$140.00	\$12,180.00	\$140.00	\$12,180.00	\$140.00	\$12,180.00	\$140.00	\$12,180.00		
X0500600	ABANDON AND FILL EXISTING STORM SEWER	FOOT	148	\$45.00	\$6,660.00	\$35.00	\$5,180.00	\$5.00	\$740.00	\$5.00	\$740.00	\$5.00	\$740.00	\$5.00	\$740.00	\$5.00	\$740.00	\$5.00	\$740.00	\$5.00	\$740.00		
X5610708	WATER MAIN REMOVAL, 8"	FOOT	58	\$30.00	\$1,740.00	\$10.00	\$580.00	\$5.00	\$290.00	\$5.00	\$290.00	\$5.00	\$290.00	\$5.00	\$290.00	\$5.00	\$290.00	\$5.00	\$290.00	\$5.00	\$290.00		
X6023700	MANHOLES, 5' DIAMETER, TYPE 1 FRAME, CLOSED LID, SPECIAL	EACH	1	\$9,000.00	\$9,000.00	\$11,550.00	\$12,555.00	\$6,500.00	\$6,500.00	\$6,500.00	\$6,500.00	\$6,500.00	\$6,500.00	\$6,500.00	\$6,500.00	\$6,500.00	\$6,500.00	\$6,500.00	\$6,500.00	\$6,500.00	\$6,500.00		
X70101216	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	LSUM	1	\$20,000.00	\$20,000.00	\$15,000.00	\$15,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00		
X0000000	REMOVE AND REPLACE CURB AND GUTTER (SPECIAL)	FOOT	68	\$55.00	\$3,740.00	\$50.00	\$3,400.00	\$50.00	\$3,400.00	\$50.00	\$3,400.00	\$50.00	\$3,400.00	\$50.00	\$3,400.00	\$50.00	\$3,400.00	\$50.00	\$3,400.00	\$50.00	\$3,400.00		
X0000000	STORM SEWER, 12", DIRECTIONALLY DRILLED	FOOT	278	\$200.00	\$55,600.00	\$253.00	\$70,434.00	\$355.00	\$98,040.00	\$355.00	\$98,040.00	\$355.00	\$98,040.00	\$355.00	\$98,040.00	\$355.00	\$98,040.00	\$355.00	\$98,040.00	\$355.00	\$98,040.00		
X0000000	ABANDON AND FILL EXISTING SANITARY SEWER	FOOT	237	\$45.00	\$10,665.00	\$35.00	\$8,325.00	\$5.00	\$1,185.00	\$5.00	\$1,185.00	\$5.00	\$1,185.00	\$5.00	\$1,185.00	\$5.00	\$1,185.00	\$5.00	\$1,185.00	\$5.00	\$1,185.00		
X0000000	DETECTABLE WARNING TILES	FOOT	28	\$10.00	\$280.00	\$8.00	\$224.00	\$4.00	\$112.00	\$4.00	\$112.00	\$4.00	\$112.00	\$4.00	\$112.00	\$4.00	\$112.00	\$4.00	\$112.00	\$4.00	\$112.00		
X0000000	RECONSTRUCTION VIDEO	LSUM	1	\$2,000.00	\$2,000.00	\$3,000.00	\$9,000.00	\$500.00	\$1,500.00	\$500.00	\$1,500.00	\$500.00	\$1,500.00	\$500.00	\$1,500.00	\$500.00	\$1,500.00	\$500.00	\$1,500.00	\$500.00	\$1,500.00		
Z0013788	CONSTRUCTION LAYOUT	LSUM	1	\$3,000.00	\$3,000.00	\$5,000.00	\$15,000.00	\$5,000.00	\$15,000.00	\$5,000.00	\$15,000.00	\$5,000.00	\$15,000.00	\$5,000.00	\$15,000.00	\$5,000.00	\$15,000.00	\$5,000.00	\$15,000.00	\$5,000.00	\$15,000.00		
Z0055605	TEMPORARY CONSTRUCTION FENCE	FOOT	345	\$6.00	\$2,070.00	\$5.00	\$1,725.00	\$5.00	\$1,725.00	\$5.00	\$1,725.00	\$5.00	\$1,725.00	\$5.00	\$1,725.00	\$5.00	\$1,725.00	\$5.00	\$1,725.00	\$5.00	\$1,725.00		
Z0048665	RAILROAD PROTECTIVE LIABILITY INSURANCE	LSUM	1	\$8,000.00	\$8,000.00	\$11,766.00	\$11,766.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00		
Z0058608	STORM SEWER (WATER MAIN REQUIREMENTS), 12 INCH	FOOT	121	\$135.00	\$16,245.00	\$140.00	\$16,840.00	\$170.00	\$20,570.00	\$170.00	\$20,570.00	\$170.00	\$20,570.00	\$170.00	\$20,570.00	\$170.00	\$20,570.00	\$170.00</					

Legislative Summary

Resolution 16-58

AUTHORIZATION TO NEGOTIATE AND EXECUTE A PIPELINE EASEMENT AGREEMENT WITH THE COMMUTER RAIL DIVISION OF THE REGIONAL TRANSPORTATION AUTHORITY (METRA) FOR SITES I & J DRAINAGE IMPROVEMENTS PROJECT

Introduced:	September 12, 2016
Purpose:	To authorize the Village President to execute a pipeline easement agreement between the Village of Morton Grove and Commuter Rail Division of the Regional Transportation Authority, more commonly referred to and known as Metra.
Background:	Resolution 16-57, approved September 12, 2016, authorized a construction contract with Mauro Sewer Construction, Inc., for the Sites I & J Drainage Improvement Project to construct a storm sewer. Part of the storm sewer improvements are proposed to be installed on the Metra right-of-way. Metra requires a pipeline easement agreement (Exhibit 1) to establish the terms and conditions that will authorize the Village to install, operate, and maintain the storm sewer on Metra property. Metra charges a fee of \$2,500.00 to prepare the pipeline easement agreement; however, it is noted the agreement includes no requirements for the Village to pay Metra periodic maintenance fees for this pipeline.
Programs, Departs or Groups Affected	Public Works Department-Engineering Division
Fiscal Impact:	\$2,500.00.
Source of Funds:	Lehigh-Ferris TIF Fund Account #151079-571029
Workload Impact:	The Public Works Department, Engineering Division performs the management and implementation of the project as part of their normal work activities.
Administrator Recommendation:	Approval as presented.
First Reading:	Not required
Special Considerations or Requirements:	None

Respectfully submitted:	 Ralph E. Czerwinski, Village Administrator	Reviewed by:	 Andy DeMonte, Director Public Works
Prepared by:	 Chris Tomich, Village Engineer	Reviewed by:	 Teresa Hoffman Liston, Corporation Counsel
Reviewed by:	 Nancy Radzevich, Director Community and Economic Development		

RESOLUTION 16-58

AUTHORIZATION TO NEGOTIATE AND EXECUTE A PIPELINE EASEMENT AGREEMENT WITH THE COMMUTER RAIL DIVISION OF THE REGIONAL TRANSPORTATION AUTHORITY (METRA) FOR SITES I & J DRAINAGE IMPROVEMENTS PROJECT

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

WHEREAS, Resolution 16-57, approved September 12, 2016, authorized a construction contract with Mauro Sewer Construction, Inc., for the Sites I & J Drainage Improvements Project to construct a storm sewer; and

WHEREAS, part of the storm sewer improvements are proposed to be installed on the Metra right-of-way; and

WHEREAS, Metra requires a pipeline easement agreement to establish the terms and conditions which authorizes the Village to install, operate, and maintain the storm sewer on Metra property, which is included in Exhibit "1"; and

WHEREAS, Metra requires a payment in advance in the amount of \$2,500.00 to prepare and execute a Pipeline Easement Agreement; and

WHEREAS, the 2016 Adopted Budget contains an allocation of \$4,300,000 in the Lehigh-Ferris TIF Fund Account 151079-571029 for potential projects within or adjacent to the Lehigh-Ferris TIF District.

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

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

SECTION 2: The Village President is hereby authorized to execute and the Village Clerk is hereby authorized to witness the Pipeline Easement Agreement between the Village of Morton Grove and the Commuter Rail Division of the Regional Transportation Authority included in Exhibit "1".

SECTION 3: The Director of Finance is authorized to issue payment in the amount of \$2,500.00 to Metra as required by terms of the Pipeline Easement Agreement.

SECTION 4: The Village Administrator, Director of Public Works, and Village Engineer and/or their designees are hereby authorized to take any and all steps necessary to implement and administer said agreement.

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

PASSED THIS 12th DAY OF SEPTEMBER 2016

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

APPROVED BY ME THIS 12th DAY OF SEPTEMBER 2016

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

ATTESTED and FILED in my office
This 13th DAY OF SEPTEMBER 2016

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

EXHIBIT "1"PIPELINE EASEMENT

After recording return to:

Commuter Rail Division
 547 West Jackson Boulevard
 Chicago, Illinois 60661
 Attn: Director of Real Estate and
 Contract Management
 Phone: (312) 322-8006
 Fax: (312) 322-7098

PINs: (portion(s) of) 10-19-500-
 001-0000

(Above Space for Recorder's Use Only)

PIPELINE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is made by and between the Commuter Rail Division of the Regional Transportation Authority whose address is 547 West Jackson Boulevard, Chicago, Illinois 60661 ("**Metra**") and the Village of Morton Grove, a municipality of Illinois with offices located at 6101 Capulina Avenue, Morton Grove, Illinois 60053 ("**Grantee**"). Metra and Grantee are hereinafter sometimes individually referred to as a "**Party**" and collectively referred to as the "**Parties**."

NOW, THEREFORE, for and in consideration of payments to be made to Metra by Grantee, as hereinafter set forth, and also of the covenants and agreements hereinafter stated, Metra hereby grants to Grantee a non-exclusive easement, being ten (10) feet in width for the right to install a twelve (12) inch storm sewer for the purpose of transporting storm water ("**Pipeline**") and no other purpose, along the right of way and tracks (or track, as the case may be) owned or controlled by Metra located approximately 130 feet south of Dempster Street (MP 14.82) in the Village of Morton Grove, Illinois. Pipe will be located on the east side of Metra Milwaukee North line as delineated on the plat attached to and made a part of this Easement as **Exhibit "A" ("Premises")** together with the right of reasonable access thereto for the purpose of exercising the rights and privileges granted in this Agreement ("**Easement**"). Thereafter to maintain, operate, repair, replace, reconstruct, and remove the same during the continuance of this Easement, across, underneath or along the Premises. This Easement is granted upon the following express conditions, terms and covenants to be observed, kept and performed by Grantee:

1. As one of the considerations for this Easement, Grantee agrees to pay to Metra the sum of \$2,500.00 for the cost of preparing this Easement Agreement, payable in advance.

EXHIBIT "1"

2. Said Pipeline shall be installed and constructed in accordance with the specifications and notes set forth on Exhibit "A." The installation of said Pipeline, including the digging and filling of any trench and the time and manner of doing all of the work or of any maintenance, repairs, replacements or renewals upon the Premises, shall be as directed by Metra's authorized representatives. All of said work shall be done at Grantee's sole cost and expense, in a good and workmanlike manner, and in accordance with plans, specifications, and profiles to be prepared by Grantee and submitted for approval to Metra's authorized representatives, and until such approval is given, said work upon the Premises shall not be commenced by Grantee.

3. Upon completion of the initial installation and construction of the Pipeline, and upon completion of any subsequent installation, reconstruction, maintenance, repair, replacement, or removal of the Pipeline, Grantee, at its own cost and expense, shall remove any debris and restore, or cause to be restored to the reasonable satisfaction of Metra, the Premises and any other affected portion of Metra's property ("**Property**") as nearly as may be, to the same or better condition than that which existed immediately prior to commencement of such activities by Grantee. In the event Grantee fails to cause the Premises and the Property to be restored to the reasonable satisfaction of Metra as provided for herein, Metra shall have the right to restore the Premises and the Property and Grantee shall reimburse Metra for all costs and expenses incurred by Metra in its performance of the obligations imposed upon Grantee hereunder.

4. Metra shall permit Grantee reasonable right of entry to the Premises for the purpose of routine maintenance and operation of said Pipeline. Grantee's contractor(s) will be required to enter into a Right of Entry Agreement with Metra prior to any access to the Premises for the purpose(s) of installation, construction, reconstruction, repair, replacement, or removal of said Pipeline. An application for a Right of Entry can be found at Metra's website: (http://metrarail.com/content/dam/metra/documents/ROE_Application.pdf) or by contacting Metra's Right of Way Administrator at 312-322-8016. Grantee shall contact Metra's Right of Way Administrator prior to performing any construction, revision, or action to the Pipeline or on the Premises or Property beyond that which would be reasonably considered routine maintenance and/or operation of the Pipeline. Said construction, revision, or action may require railroad flagging protection and/or revised insurance requirements depending on the scope of the work to be performed and the proximity of said work to the live tracks.

5. Any rights to the Premises not specifically granted to Grantee herein are reserved to Metra and its successors and/or assigns. The Pipeline shall be installed, constructed, repaired, maintained, operated, reconstructed, and removed in a manner so as not to interfere with efficient rail operations or any other business operations or activities being conducted by Metra or Metra's tenants or permittees on the Premises and so as not to prevent or unreasonably interfere with use and enjoyment of the Premises by Metra, its employees, agents or permittees for the purpose(s) to which the Premises is now, or may hereafter be committed by Metra. Metra shall have the right to retain the existing tracks and other improvements at the location of this Pipeline on or adjacent to the Premises and also shall have the right at any and all times in the future to construct, maintain and operate over, under, across or parallel to said Pipeline such additional track or tracks as it may from time to time elect. Nothing shall be done or caused to be done by Grantee that will in any manner impair the usefulness or safety of the tracks and other

EXHIBIT "1"

improvements of Metra, or such track or tracks and other improvements as Metra may in the future construct or cause to be constructed over, under, across, or parallel to said Pipeline. This Easement is expressly subject to the rights of third parties to maintain utility and other improvements permitted by Metra on the Premises and the Property. Metra reserves the exclusive right to grant future easements and licenses over, under, across or parallel to the said Pipeline, provided such easements and licenses do not interfere with the Pipeline and the rights granted Grantee pursuant to this Agreement, as determined by Metra in its sole discretion.

6. Grantee agrees that it will bear and pay the entire cost of installing, constructing, maintaining, repairing, replacing, operating, reconstructing, and removing said Pipeline. Grantee shall install, construct, maintain, repair, replace, operate, reconstruct, and remove the Pipeline in accordance with all applicable federal, state and local municipal laws, ordinances, rules and regulations promulgated by governmental authorities. Grantee shall not commence work upon the Premises until Metra shall have approved Grantee's plans, specifications and profiles, such approval not to be unreasonably withheld or delayed. Metra's approval of Grantee's plans, specifications and profiles, shall not relieve Grantee of the duty to verify that the plans, specifications and profiles, and all amendments thereto, are in compliance with the requirements of this paragraph.

7. Grantee shall not place, keep, store or otherwise permit to be placed, kept or stored on the Premises or the Property any equipment or materials except during such time as Grantee's employees, agents or contractors are physically present and conducting activities permitted under the terms of this Easement. Grantee agrees that it shall not operate or cause to be operated any vehicle of any kind on the Premises, on any track or on the Property without prior authorization from Metra's authorized representative; provided, however, that Grantee shall not be prohibited from operating Grantee's vehicles and equipment on any public crossing of Metra's tracks and rights of way. To the extent that in the reasonable opinion of Metra or its designee, flagging and supervisory services are deemed necessary by reason of the installation, construction, repair, renewal, alteration or removal of said Pipeline, Grantee shall, reimburse Metra or its designee for the reasonable cost and expense of furnishing such flagging and supervisory services.

8. Grantee agrees that before and during the installation, construction, replacement, repair, maintenance, or operation of said Pipeline, or at any other time, Metra shall have the right to provide such safe and temporary structures as it may deem necessary for safely caring for and preserving its tracks, buildings or other improvements and Grantee agrees to pay to Metra the entire cost of putting in or removing such temporary structures and of restoring the Premises and the Property as near as may be to the same condition that existed before the commencement of said work.

9. Grantee agrees that it will pay all costs of any and all work performed upon the right of way and tracks of Metra which shall be made necessary by the installation, construction, maintenance, repair, replacement, reconstruction, removal, or presence thereon of said Pipeline.

EXHIBIT "1"

10. Grantee agrees that should the installation, construction, maintenance, repair, replacement, reconstruction, removal, or presence of the Pipeline necessitate any change or alteration in the location or arrangement of any other pipelines, appurtenances or other improvements located on the Premises or the Property, the cost of such change or alteration shall be paid by Grantee. Grantee further agrees that if, at any time, Metra shall desire to change the location or grade of its track or tracks or shall desire to use or allow third party railroads to use its right of way at said point of crossing or at any point along a parallel course with the Pipeline for any purpose whatsoever, including but not limited to track installations by Metra or third parties, Grantee, at its own cost and expense, shall alter, relocate or make all changes to the Pipeline required by Metra. If Grantee shall fail, neglect or refuse to relocate or make such change(s) to the Pipeline for a period of ninety (90) days after the receipt of written notice from Metra, then Metra may make or cause to be made such relocation or change(s) at the expense of Grantee.

11. Grantee shall at all times install, construct, replace, repair, maintain, operate, reconstruct, and remove said Pipeline in a secure, safe and sanitary condition and in accordance with all applicable laws, ordinances, rules and regulations. Grantee shall take all reasonable safety precautions to adequately secure the Premises, warn of risks and ensure the safety of the public during periods of construction, reconstruction, replacement, repair, maintenance and operation of the Pipeline. If the manner of installing, constructing, repairing, maintaining, replacing or operating said Pipeline shall at any time be in violation of any applicable law, ordinance, rule, or regulation promulgated by governmental authority, then Grantee shall, at no cost or expense to Metra, upon receipt of appropriate notice from a governmental agency having enforcement jurisdiction over the Premises, make such changes or repairs as shall be necessary. Failure or refusal of Grantee to make the required changes or repairs within the time prescribed by said agency shall terminate this Agreement, and Grantee's rights and interest shall revert to Metra; provided, however, that this Agreement shall not terminate as long as Grantee, in good faith and by pursuit of appropriate legal or equitable remedies, enjoins, defends against, appeals from or pursues other lawful measures to avoid the enforcement of said laws, ordinances, rules or regulations or so long as Grantee is diligently pursuing compliance..

12. To the fullest extent permitted by law, Grantee hereby assumes and agrees to release, acquit and waive any rights against and forever discharge Metra, the Regional Transportation Authority ("RTA") and the Northeast Illinois Regional Commuter Railroad Corporation ("NIRCRC"), their respective directors, administrators, officers, employees, agents, successors, assigns and all other persons, firms and corporations acting on their behalf or with their authority from and against any and all claims, demands or liabilities imposed upon them by law or otherwise of every kind, nature and character on account of personal injuries, including death at any time resulting therefrom, or on account of damage to or destruction of property arising out of or in any way relating to or occurring in connection with, the use of the Premises or the Property for the purposes set forth in this Agreement, or which may occur to or be incurred by Grantee, its employees, officers, agents and all other persons, firms and corporations acting on Grantee's behalf or with Grantee's authority while on the Premises or the Property, or arising from the condition of the Premises or the Property associated with the installation, construction, operation, maintenance, repair, reconstruction, or removal of the Pipeline during the term of this Agreement, whether or not such injuries or damages are caused by the actions,

EXHIBIT "1"

omissions or negligence of Metra, the RTA, or the NIRCRC. Notwithstanding anything in this Easement to the contrary, the releases and waivers contained in this paragraph shall survive termination of this Easement.

13. To the fullest extent permitted by law, the Grantee agrees to indemnify, defend and hold harmless Metra, the RTA and the NIRCRC, their respective directors, administrators, officers, agents, employees, successors, assigns and all other persons, firms and corporations acting on their behalf or with their authority, from and against any and all injuries, liabilities, losses, damages, costs, payments and expenses of every kind and nature (including, without limitation, court costs and attorneys' fees) for claims, demands, actions, suits, proceedings, judgments, settlements arising out of or in any way relating to or occurring in connection with: (i) the activities permitted under the terms and provisions of this Agreement; (ii) the condition of the Premises associated with the installation, construction, operation, maintenance, repair, reconstruction, or removal of the Pipeline; (iii) the failure to investigate claims; or (iv) which may occur to or be incurred, by the Grantee, its employees, officers, agents, and all other persons acting on its behalf while on the Premises, whether or not such injuries, liabilities, losses, damages, costs, payments or expenses are caused by the negligence or willful misconduct of Metra, the RTA or the NIRCRC. Metra agrees to notify the Grantee in writing within a reasonable time of any claim of which it becomes aware which may fall within this indemnity provision. Grantee further agrees to defend Metra, the RTA, the NIRCRC, their respective directors, administrators, officers, agents and employees against any claims, suits, actions or proceedings filed against any of them with respect to the subject matter of this indemnity provision provided, however, that Metra, the RTA and the NIRCRC, may elect to participate in the defense thereof at their own expense or may, at their own expense, employ attorneys of their own selection to appear and defend the same on behalf of Metra, the RTA, the NIRCRC, and their respective directors, administrators, officers, agents or employees. The Grantee shall not enter into any compromise or settlement of any such claims, suits, actions or proceedings without the consent of Metra, the RTA and the NIRCRC, which consent shall not be unreasonably withheld. Notwithstanding anything to the contrary contained in this Agreement, the indemnities contained in this paragraph shall survive termination of this Agreement.

14. Prior to entering upon the Premises, Licensee agrees to furnish insurance in form and in such amounts as required by Metra's Risk Management Department (312-322-7093) and shall deliver to Metra's Risk Management Department certificates of insurance or such other documentation acceptable to Metra's Risk Management Department evidencing the acquisition of the required insurance to construct, install, use, maintain, repair, replace, operate, reconstruct, or remove the Pipeline in accordance with the terms of this Easement.

15. Grantee's failure to obtain or to cause its contractors to obtain proper insurance coverage or to insure Metra, the NIRCRC or the RTA as additional insureds shall not, at any time, operate as a waiver of each Grantor's right to indemnification and defense against any claims, damages or injuries covered under the terms and provisions of this Agreement. During the term, Metra may make commercially reasonable increases in the amount of insurance required by Grantee or its contractor(s) and/or sub-contractor(s) under the terms and provisions of this Agreement.

EXHIBIT "1"

16. This Easement may be terminated by Metra effective sixty (60) days after giving notice to Grantee if the Premises, or any portion thereof, is needed for any Metra or railroad purposes as determined by Metra in its sole discretion or immediately upon notice to Grantee if Grantee ceases to operate or maintain the Pipeline or violates any of the terms, conditions or provisions set forth in this Easement. In case of termination, Grantee shall submit to Metra a plan for removal or abandonment of said Pipeline and shall restore said Premises to a condition reasonably acceptable to Metra; or upon failure, neglect or refusal of Grantee to do so, Metra may make or cause to be made such removal and restoration, and the total cost hereof shall be paid by Grantee; or, if Metra shall so elect, it may treat the said Pipeline as abandoned by Grantee and may make such disposition thereof as it may see fit. All rights and interest in and to said Premises shall revert to Metra if Grantee vacates, abandons, or ceases to use the Premises for a period of twelve (12) consecutive months. In such event, Grantee shall, upon Metra's request, execute appropriate documents releasing Grantee's interests.

17. This Easement and all of the terms, conditions, rights and obligations herein contained shall inure to and be binding upon the Parties, their respective legal representatives, lessees, permittees, successors and/or assigns whether hereinabove so stated or not; but it is distinctly agreed that Grantee shall not assign its rights under this Easement without first having received the prior written consent of Metra. It is Grantee's responsibility to give Metra notice of any change in the identity of the Grantee. In the event Grantee fails to obtain the required consent to assign its rights or fails to notify Metra of a change in the Grantee under this Agreement, Metra may terminate this Agreement or, alternatively, charge Grantee a fee of Fifty Dollars (\$50) per day from the date of the actual assignment or change in Grantee until the date Grantee furnishes to Metra the request for consent to the assignment or notice of the change in Grantee.

18. All payments required to be made by Grantee to Metra under the terms; conditions or provisions of this Easement shall be made within sixty (60) days of Grantee's receipt of any demand or invoice from Metra evidencing the amount of the indebtedness due. Payments not made within said sixty (60) day period shall accrue interest at a rate of one and one half percent (1 ½%) per month or the highest amount permitted by Illinois law, whichever is less, from the date payment is due until paid.

19. All notices, demands and elections required or permitted to be given or made by either Party upon the other under the terms of this Easement or any statute shall be in writing. Such communications shall be deemed to have been sufficiently served if sent by certified or registered mail, return receipt requested, with proper postage prepaid, facsimile transmission or hand delivered to the respective addresses shown below or to such other party or address as either Party may from time to time furnish to the other in writing. Such notices, demands, elections and other instruments shall be considered delivered to recipient on the second business day after deposit in the U.S. Mail, on the day of successful transmission if sent by facsimile transmission or on the day of delivery if hand delivered.

EXHIBIT "1"

- a. Notices to Metra shall be sent to:

Commuter Rail Division
547 W. Jackson Boulevard
Chicago, Illinois 60661
Attn: Real Estate & Contract Management, Director
Phone: (312) 322-8006
Fax: (312) 322-7098

- b. Notices to Grantee shall be sent to:

Village of Morton Grove
6101 Capulina
Morton Grove, Illinois 60053
Phone: (847) 965-4100

20. This Agreement shall be governed by the internal laws of the State of Illinois. If any provision of this Agreement, or any paragraph, sentence, clause, phrase or word or the application thereof is held invalid, the remainder of this Agreement shall be construed as if such invalid part were never included and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law provided that the Agreement, in its entirety as so reconstituted, does not represent a material change to the rights or obligations of either of the Parties. No waiver of any obligation or default of Grantee shall be implied from omission by Metra to take any action on account of such obligation or default and no express waiver shall affect any obligation or default other than the obligation or default specified in the express waiver and then only for the time and to the extent therein stated. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable. In the event the time for performance hereunder falls on a Saturday, Sunday or holiday, the actual time for performance shall be the next business day. This Easement constitutes the entire agreement between the Parties with respect to the subject matter hereof.

GRANTEE ACKNOWLEDGES THAT INSTRUMENTS OF RECORD, COURT DECISIONS, OR THE LAWS OF THE STATE IN WHICH THE EASEMENT PREMISES ARE LOCATED MAY LIMIT THE QUALITY OF METRA'S TITLE. GRANTEE FURTHER ACKNOWLEDGES THAT GRANTEE PURCHASES THE EASEMENT SUBJECT TO THESE POSSIBLE LIMITATIONS ON THE TITLE AND ASSUMES ALL RESPONSIBILITY FOR INVESTIGATING THE TITLE TO THE EASEMENT PREMISES AND THE APPLICABLE LAWS OF THE STATE.

(Signature Page to Follow)

EXHIBIT "1"

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of this 12th day of September 2016

**GRANTOR,
COMMUTER RAIL DIVISION OF THE
REGIONAL TRANSPORTATION
AUTHORITY:**

WITNESS:

By: _____
Donald A. Orseno, Executive Director/CEO

By: _____
Executive Secretary

**GRANTEE,
VILLAGE OF MORTON GROVE:**

WITNESS:

By: _____

By: _____

Name: Daniel P. DiMaria

Name: Connie Travis

Title: Village President

Title: Village Clerk

EXHIBIT "1"

STATE OF ILLINOIS)
)SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Donald A. Orseno, personally known to me to be the Executive Director/CEO of the Commuter Rail Division of the Regional Transportation Authority, a division of an Illinois municipal corporation, and _____, personally known to me to be the Executive Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as Interim Executive Director and Executive Secretary of said corporation, they signed and delivered the said instrument in their official capacities pursuant to authority given by the Board of Directors of said corporation and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, 20____.

Notary Public

(SEAL)

EXHIBIT "1"

STATE OF ILLINOIS)
COUNTY OF Cook)SS.

I, the undersigned, a Notary Public, in and for the county and state aforesaid, DO HEREBY CERTIFY Daniel P. DiMaria, personally known to me to be the Village President of the Village of Morton Grove, and Connie Travis personally known to me to be the Village Clerk of the Village of Morton Grove and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as Village President and Village Clerk, of said Village of Morton Grove, they signed and delivered the said instrument in their official capacities and as the free and voluntary act and deed of said Village of Morton Grove for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 13th day of September 2016.

Notary Public

Seal

EXHIBIT "1"

Dempster Street
Mile post 14.82

10 foot wide easement to
allow for the installation
of a 12 inch storm Sewer
pipe by the Village of
Morton Grove.

Completed Right of
Entry Agreement
required to any
construction
occurring.

Lincoln Avenue

Metra's Morton
Grove Station
1/4 mile

Exhibit "A"
Page 1 of 2
16-081
Village of Morton
Grove
Pipeline Easment

EXHIBIT "1"**CONTRACTOR SAFETY NOTES**

Contractors to a railroad are governed by the provision of a Federal Regulation identified in the code of Federal Regulations Title 49 Part 214 (Roadway Worker Safety and Railroad workplace Safety Standards).

SAFETY INSTRUCTIONS

Safety of Roadway Workers (including contractors) is of paramount importance in the performance of work being performed for the railroad. No work will be performed when there is the potential of fouling a track (i.e. when an individual or equipment is within four (4) feet of a track or could be struck by a moving train or equipment) until the following items have been completed:

1. A qualified railroad flagman (employee in charge) is present to provide necessary protection or authority.
2. Work (defined as inspection, testing, construction maintenance, or repair to a railroad facility) will begin only after the railroad's employee in charge has conducted a mandatory job briefing consisting of the following:
 - Name of flagman (employee in charge)
 - Name of lookout (if applicable)
 - Type of track authority (explain)
 - Track limits
 - Time limits
 - Protection if any, on adjacent tracks
 - Methods of notification for the approach of trains
 - Location to clear for trains
 - Procedures to arrange for on-track safety on other tracks, if necessary
 - Required personal protective equipment

Failure to comply with the provision established for clearing trains will result in the contractors employee(s) being banned from railroad property and/or subject to personal fines as levied by the Federal Railroad Administration.

Follow-up job briefing will be conducted when:

The working conditions or procedures change
Other workers enter the working limits or;
Track authority is changed, extended, or about to be released.

If any of the above situations occur, work will cease until the follow-up job briefing is conducted.

3. Contractors have the following responsibilities:

Work wear approved by Metra including:

- Highly visible orange vest
- Steel toed safety shoes
- A.N.S.I. approved hard hat (289.1 standards)
- A.N.S.I. meets or exceeds 287.1 eyewear standards
- Hearing protection (when required)
- Respirator protection (when required)
- Fall protection (when required) as specified in FRA Regulations 49 CFR, Part 214- Railroad Workplace Safety Standards.

4. Heavy equipment shall be equipped with audible back up warning devices.

5. Contractors will keep the job site free from safety and health hazards.

6. Contractors will post MSDS sheets in the construction trailer.

Contractors will post these instructions in a conspicuous place in the construction trailer.

GENERAL NOTES

None of the contractor's men or equipment may work upon Metra's property without a qualified railroad flagman (employee in charge) present. Contractor may work only when authorized to do so by the flagman (employee in charge).

Metra has a very limited number of flagmen. If Metra can not furnish a flagman for a particular date, contractor will not be allowed to work on Metra's property.

Copy of this drawing must be kept on the job site during all phases of construction.

Contractor must contact Milwaukee District Director of Engineering, at (312) 322-4101 at least 72 hours prior to work start up to arrange for flagging protection etc.

Grantee must have railroad engineering department representative inspect work to determine if slow order protection is required and how long slow order will be in effect.

Metra Signal and Communications Departments must locate any buried cables and/or equipment before digging may begin on railroad property, and must provide protection for any such facilities during the actual construction.

Note: J.U.L.I.E. and D.I.G.G.E.R. do not locate Metra / Railroad Utilities or Facilities.

Extreme care must be exercised when working under or in proximity of Metra's signal and communication pole lines and wires. Poles must be specially braced if necessary.

The pipeline shall be bored and jacked into place. When jacking operation is stopped, proper, sufficient bulk heads must be placed to preclude any danger of cave-ins. If necessary, due to soil and water conditions encountered, jacking operation must be continuous to ensure safety of railroad tracks.

Any project requiring jacking pits, excavations and/or shoring must have the pit designs, shoring details and locations approved by Metra's Construction Department prior to the beginning of construction on railroad property.

All existing drainage and associated structures must be preserved or accommodated by the scope of this project's work.

No drainage condition shall be created or allowed to exist that is, or may be, adverse to Metra.

Space between carrier and casing pipes shall be blown full of dry sand and ends of casing pipe sealed.

Grantee is responsible for a one year extraordinary track maintenance period. This is to cover reimbursable railroad costs expended for future track surfacing and alignment that may become necessary as a result of settlement of track.

Underground installation(s) shall be prominently marked where they enter and leave the railroad right of way.

Minimum wall thicknesses shown are for pipes and conduits with protective coating and cathodic protection. Without this protection, wall thickness must be increased by 0.063 inches.



EXHIBIT "A"

Page 2 of 2