



VILLAGE BOARD OF TRUSTEES REGULAR MEETING NOTICE/AGENDA

June 27, 2023, 7:00 pm

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

In accordance with the Illinois Open Meetings Act, all Village Board and Commission meetings are open to the public. This meeting can be viewed remotely via the live stream link found at: www.mortongroveil.org/stream. (If an Executive Session is placed on the agenda, the meeting shall commence at 6:00 pm and the time between 6:00 pm and 7:00 pm shall be used for the Executive Session per 1-5-7A 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. Approval of Minutes** – Regular Meeting – June 13, 2023
- 4. Special Reports**
- 5. Public Hearings** – None
- 6. Plan Commission Reports** – None
- 7. Residents’ Comments (agenda items only)**
- 8. President’s Report** – *Administration, Comprehensive Plan, Council of Mayors, Northwest Municipal Conference, Strategic Plan Committee*
 - a. Appointments to the Economic Development Commission
 1. Azar Khounani, three-year term
 2. Mary O’Connor, three-year term
 - b. Appointment of Marc Fernandez as Chair of the Economic Development Commission
 - c. Swearing in Micheal Lukich as Public Works Director.
- 9. Clerk’s Report** – *Condominium Association, Strategic Plan Committee*
- 10. Staff Report**

a. **Village Administration**

b. **Corporation Counsel**

12. **Reports by Trustees**

a. **Trustee Khan** – *Finance Department, Appearance Commission, Capital Projects, French Market, Lehigh/Ferris TIF (Trustee Travis)*

b. **Trustee Minx** – *Fire Department, Fire Pension Board, Fire & Police Commission, Special Events Commission, RED Center, NIPSTA (Trustee Thill)*

c. **Trustee Shiba** – *Building Department, Environment & Natural Resources Commission, Legal Department, IT Department (Trustee Witko)*

1. **Ordinance 23-15** (*Introduced June 13, 2023*) (*Second Reading*):
Authorizing the Renewal of a Non-exclusive Cable Television Franchise Agreement by and Between Comcast of Illinois VI, LLC, and the Village of Morton Grove

d. **Trustee Thill** – *Public Works Department, SWANCC (Solid Waste Agency of Northern Cook County), MG-Niles Water Commission, Traffic Safety Commission (Trustee Minx)*

1. **Resolution 23-26:** Authorizing a Contract Extension with Al Warren Oil Company, Inc., through the Suburban Purchasing Cooperative for the Annual Purchase of Gasoline and Diesel Fuel

e. **Trustee Travis** – *Police Department, Police Pension Board, Fire & Police Commission, Community Relations Commission, (Trustee Khan)*

f. **Trustee Witko** – *Community & Economic Development Department, Economic Development Commission, Plan Commission/ Zoning Board (Trustee Shiba)*

1. **Ordinance 23-14** (*Introduced June 13, 2023*) (*Second Reading*):
Approving a Text Amendment to Establish Regulations Relating to Moving and Storage Facilities in Morton Grove, Illinois

11. **Other Business**

12. **Presentation of Warrants - \$399,886.31**

13. **Residents' Comments**

14. **Adjournment**

**MINUTES OF A REGULAR MEETING OF THE PRESIDENT
AND THE BOARD OF TRUSTEES OF THE VILLAGE OF MORTON GROVE
RICHARD T. FLICKINGER MUNICIPAL CENTER COUNCIL CHAMBERS
JUNE 13, 2023**

CALL TO ORDER

- I. In the absence of Village President Dan DiMaria (absent with notice), Village Clerk Eileen Harford
& II. called the Regular Meeting of the Village Board to order at 7:00 p.m. in the Council Chambers of Village Hall. She then asked the Board for a motion to approve one of them as President pro-tem for tonight's meeting.

Trustee Travis moved to name Trustee Witko as President pro-tem for this meeting, seconded by Trustee Thill. Clerk Harford called the roll:

Motion passed: 6 ayes, 0 nays.

Tr. Khan aye
Tr. Thill aye

Tr. Minx aye
Tr. Travis aye

Tr. Shiba aye
Tr. Witko aye

President pro-tem Witko then led the Board and assemblage in the Pledge of Allegiance.

Village Clerk Eileen Harford called the roll. Present were Trustees Saba Khan, Rita Minx, Ashur Shiba, John Thill, Connie Travis, and Janine Witko.

III. **APPROVAL OF MINUTES**

Trustee Minx moved to approve the Minutes of the May 23, 2023 Village Board Meeting as presented. Trustee Travis seconded the motion. **Motion passed unanimously via voice vote.**

IV. **SPECIAL REPORTS**

NONE

V. **PUBLIC HEARINGS**

NONE

VI.

PLAN COMMISSION REPORTS

Plan Commission Case PC 23-10, Request for Approval of a Text Amendment to Sections 12-4-4, 12-5-5, 12-7-3, and 12-17-1 of the Morton Grove Unified Development Code (Title 12) to define “Moving and Storage Facility,” Authorize Use in the Manufacturing Districts, and Establish Use Standards and Off-Street Parking Requirements.

- a. Community Development Administrator Zoe Heidorn presented this case. She said it was her pleasure to introduce this Plan Commission Case, which is a request for a text amendment, and which will be presented later tonight as a first reading of Ordinance 23-14 under Trustee Witko’s report.
- b. Ms. Heidorn said this request is from MSN Logistics Group to allow the use of moving and storage facilities as a permitted use in the M-2 General Manufacturing District. The Applicant currently operates a moving and storage facility at 8232 Lehigh Avenue, but has been unable to obtain zoning approval.
- c. As part of the application, staff recommended that the use be subject to standards that would restrict the amount of on-site truck parking. Staff also felt the use should be classified as a Special Use in the more restrictive M-1 and M-O/R districts.
- d. Ms. Heidorn said that review by the Appearance Commission and the Traffic Safety Commission was not required for this case, and on May 16, 2023, the Plan Commission voted unanimously to recommend approval of the application as presented. She said she would be happy to answer any questions, noting that the Applicant and Applicant’s counsel were also present to respond.
- e. Trustee Thill commented that he was not comfortable with “as permitted” use. He also said he’d like to see language included detailing of list of items that would not be allowed to be stored, even for one night—for example, chemicals and electronics.
- f. Corporation Counsel Liston advised Trustee Thill that his comments would be more appropriately noted when the Ordinance itself is presented tonight.

VII.

RESIDENTS’ COMMENTS (Agenda Items Only)

NONE

VIII.

PRESIDENT’S REPORT

President pro-tem Witko had no formal report this evening.

IX.

CLERK’S REPORT

Clerk Harford had no formal report this evening.

X. STAFF REPORTS

A. Village Administrator:

Village Administrator Czerwinski had no formal report this evening.

B. Corporation Counsel:

Corporation Counsel Liston had no formal report this evening.

XI. TRUSTEES' REPORTS

A. Trustee Khan:

Trustee Khan had no formal report this evening.

B. Trustee Minx:

Trustee Minx had no formal report this evening, but announced that Morton Grove Days will be held starting Saturday, July 1 and ending on Tuesday, July 4. She said this event is a celebration of country and community spirit. It features live music, a carnival, a parade, fireworks, a beer garden, food, and loads of family entertainment. Visit mortongrovedays.org to see the schedule, learn about volunteer opportunities, and order money-saving Megabands!

Trustee Minx also noted the volunteers for the event are urgently needed, so if anyone has an hour or two, she asked that they please consider volunteering. The Volunteer Coordinator will be flexible and will work with each volunteer's schedule to be as accommodating as possible.

Trustee Minx said she's been involved with Morton Grove Days as a volunteer for over 10 years, and said most volunteers have a wonderful time! She encouraged people to participate in this four-day event, even if they're unable to volunteer.

C. Trustee Shiba:

1. Trustee Shiba presented **Ordinance 23-15, Authorizing the Renewal of a Non-Exclusive Cable Television Franchise Agreement by and between Comcast of Illinois VI, LLC and the Village of Morton Grove.**

- a. This Ordinance will authorize the Village to renew its non-exclusive cable television franchise agreement with Comcast of Illinois VI, LLC.

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

C. Trustee Shiba: (continued)

Trustee Shiba said, as this is a first reading of Ordinance 23-15, no action will be taken tonight.

2. Trustee Shiba encouraged residents to participate in these upcoming Village activities:

- **Morton Grove 2023 Tree Walk:** The Tree Walk was held on Saturday, June 10 and was a great success! He thanked Village staff for “making it happen” and thanked the residents who attended.
- **2023 Crayon & Marker Recycling Program:** This program continues with collection points at Village Hall and the Library until June 30, 2023. Remember to dispose of crayons and markers appropriately as the school year ends.

D. Trustee Thill:

1. Trustee Thill presented **Resolution 23-26, Authorizing the Closure of Dempster Street for the Annual Fourth of July Parade.**
- a. The July 4 Parade is a Morton Grove tradition. It is scheduled to begin at 2:30 p.m. on Tuesday, July 4, 2023 and will require Dempster Street to be partially or completely closed between Central and Lincoln Avenues from 2:00 pm to 4:30 pm. The Illinois Department of Transportation requires the Village to adopt a resolution to approve this closing and assume full responsibility for the direction, protection, and regulation of traffic along with all liabilities for damages of any kind occasioned by the closing of this state route.

Trustee Thill moved to approve Resolution 23-26, seconded by Trustee Minx.

Motion passed: 6 ayes, 0 nays.

Tr. Khan aye
Tr. Thill aye

Tr. Minx aye
Tr. Travis aye

Tr. Shiba aye
Tr. Witko aye

E. Trustee Travis:

1. Trustee Travis announced that “National Night Out” will be held on Tuesday, August 1, 2023 from 5:30 to 8:30 pm in the parking lot of the American Legion Memorial Civic Center, 6140 Dempster. She said the MG Police Department will host this free event which enhances the relationship between residents and law enforcement, while fostering a greater sense of community. Family-friendly activities, entertainment, and refreshments will be available.

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

E. **Trustee Travis:** (continued)

2. Trustee Travis noted that details regarding these upcoming community events are on the Village website:

- **Summer Adopt-a-Planter Program:** Plant pick-up took place last weekend, and the plants look great. She thanked the residents who participated and Village staff for all their assistance.
- The **Community Garage Sale** was held this past weekend and over 100 households participated. She saw many people in her neighborhood out garage sale-shopping, and felt it was a great success!
- The **Summer Photo Contest** has begun and goes until September 4 (Labor Day.) Photographers are encouraged to submit photos of people having summer fun at Village Hall or via the Village website.

F. **Trustee Witko:**

Trustee Witko presented **Ordinance 23-12, Approving a Preliminary and Final Plat of Subdivision and a Planned Unit Development Special Use Permit for an Eighty-Nine Unit Townhome Development on Property Commonly Known as 8350 Lehigh Avenue in Morton Grove, Illinois.**

1. **Townhome Development on Property Commonly Known as 8350 Lehigh Avenue in Morton Grove, Illinois.**

This is the second reading of this Ordinance.

- a. Trustee Witko noted that the Village had received correspondence from the Applicant, Lexington Homes, LLC, requesting that the seconded reading be postponed to July 25, 2023.

Trustee Witko moved to table Ordinance 23-12, at the Applicant's request, until the Board Meeting of July 25, 2023, seconded by Trustee Minx.

Motion passed: 6 ayes, 0 nays.

Tr. Khan aye
Tr. Thill aye

Tr. Minx aye
Tr. Travis aye

Tr. Shiba aye
Tr. Witko aye

2. Trustee Witko next presented **Ordinance 23-14, Approving a Text Amendment to Establish Regulations Relating to Moving and Storage Facilities in Morton Grove, Illinois.**

- a. She explained that this Ordinance is pursuant to Plan Commission Case 23-10, which was reported out earlier this evening by Community Development Administrator Zoe Heidorn. As this is the first reading of this Ordinance, no action will be taken on it at this time.

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

F. **Trustee Travis:** (continued)

- b. President pro-tem asked Trustee Thill if he wished to comment on this Ordinance.
- c. Trustee Thill said he was not comfortable with the idea that any moving company can come in, whenever they want. He thought that "by right" should be eliminated from the Ordinance. He also felt strongly that there should be a list of things that cannot be stored, such as chemicals and electronics.
- d. Ronald Cope, the attorney for the Applicant, asked if he could respond to Trustee Thill. He said he'd like to call to the Board's attention the fact the M-2 District is the most "intense" industrial area in the Village, where freight transfer stations, freight warehousing, and distribution centers are allowed. He felt that what Trustee Thill was talking about should be more of a general standard that would apply to all uses in the M-2 zoning district, rather than singling out one particular use, especially in regards to things that cannot be stored, such as chemicals. He said there very likely already exists a list of prohibited chemicals in the M-2 District.
- e. Mr. Cope pointed out that basically this is moving and storage for people who are relocating. The movers come, load the homeowner's belongings on the truck, and sometime have to store said items for a brief time until the items can be delivered to the new location. As far as electronics, Mr. Cope said, he felt that meant radios, televisions, computers, etc., and often times those are among the items being moved.
- f. Trustee Thill said his comments weren't intended for this one business, but more for the zoning district in general. He felt it would be better for this verbiage to be included in the Ordinance than not. Mr. Cope suggested that Trustee Thill's suggested language/standards would be better served by being brought before the Plan Commission so that it could become part of the Village's Code.

XII. **OTHER BUSINESS**

NONE

XIII. **WARRANTS**

Trustee Khan presented the Warrant Register for June 13, 2023 in the amount of \$906,072.81. She moved to approve the Warrant Register as presented, seconded by Trustee Minx.

Motion passed: 6 ayes, 0 nays.

Tr. Khan aye
Tr. Thill aye

Tr. Minx aye
Tr. Travis aye

Tr. Shiba aye
Tr. Witko aye

XIV.

RESIDENTS' COMMENTS

Rudy Vilk told the Board he hoped they had each received and read his last letter. He said they must give him answers because this has been going on for seven years. He said that the Village Administrator, Corporation Counsel, and Mayor all ignore him. He said his last letter contains all of his unanswered questions. Mr. Vilk said he has spoken with Trustee Travis, who said she reads and keeps his letters. He has also spoken with Trustee Thill, who reads his letters, but does not keep them. He said Corporation Counsel Liston “must” keep his letters. Mr. Vilk concluded by saying that he hopes the trustees will have prepared answers for him by the next board meeting.

XVI.

ADJOURNMENT

There being no further business to be brought before the Board, Trustee Minx moved to adjourn the meeting, seconded by Trustee Travis. **Motion passed unanimously via voice vote.**

The meeting adjourned at 7:17 p.m.

PASSED this 27th day of June, 2023.

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

APPROVED by me this 27th day of June, 2023.

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

APPROVED and FILED in my office this 28th day of June, 2023.

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

Minutes by Teresa Cousar

Legislative Summary

Ordinance 23-15

AUTHORIZING THE RENEWAL OF A NON-EXCLUSIVE CABLE TELEVISION FRANCHISE AGREEMENT BY AND BETWEEN COMCAST OF ILLINOIS VI, LLC AND THE VILLAGE OF MORTON GROVE

Introduced:	June 13, 2023
Purpose:	This ordinance will authorize the Village to renew its agreement non-exclusive cable television franchise agreement with Comcast of Illinois VI, LLC.
Background:	On September 1, 1979, Ordinance 79-42 granted Continental Cablevision, Inc. which became Media One of Northern Illinois, Inc. a fifteen-year non-exclusive cable television franchise to operate a cable television system within the Village with an option to extend the agreement for an additional five years. Pursuant to Ordinance 98-17, the Village entered into a renewed fifteen-year non-exclusive cable television franchise agreement with Media One. Pursuant to Ordinance 02-25 this agreement was transferred to its successor, Comcast of Illinois VI, LLC. On June 24, 2013, the Village entered into a ten-year franchise agreement with Comcast of Illinois VI pursuant to Ordinance 13-06. This proposed ordinance renews the Village's nonexclusive franchise agreement with Comcast of Illinois VI, LLC to provide cable television services within the Village for an additional 10-year period.
Departments Affected	Administration and Legal Departments
Fiscal Impact:	N/A
Source of Funds:	N/A
Workload Impact:	The IT Department, Village Administrator and Corporation Counsel will continue to oversee this franchise agreement.
Administrator Recommendation:	Approval as presented.
Second Reading:	June 27, 2023
Special Considerations or Requirements:	None

Submitted by: Ralph E. Czerwinski, Village Administrator
Reviewed by: Teresa Hoffman Liston, Corporation Counsel
Prepared by: Boyle Wong, Information System Manager

ORDINANCE 23-15

AUTHORIZING THE RENEWAL OF A NON-EXCLUSIVE CABLE TELEVISION FRANCHISE AGREEMENT BY AND BETWEEN COMCAST OF ILLINOIS VI, LLC AND THE VILLAGE OF MORTON GROVE

WHEREAS, the Village of Morton Grove (VILLAGE), located in Cook County, Illinois is a home rule unit of government under the provisions of Article 7 of the 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 Municipal Code of the Village of Morton Grove, Title 7, Chapter 7 entitled “Cable Television Franchise” establishes regulations and guidelines for all cable television activities within the corporate limits of the Village; and

WHEREAS, on September 1, 1979, pursuant to Ordinance 79-42, the Village granted the Media One of Northern Illinois, Inc. formerly Continental Cablevision, Inc., a fifteen (15) year non-exclusive cable television franchise to operate a cable television system within the Village with an option to extend such franchise for an additional five years; and

WHEREAS, pursuant to Ordinance 98-17, the Village entered into a 15-year Cable Franchise Agreement with Media One, and pursuant to Ordinance 02-25 the agreement was transferred to its successor; and

WHEREAS, pursuant to Ordinance 13-06, the Village entered into a 10-year non-exclusive cable television franchise agreement with Comcast of Illinois VI, LLC., the successor of Media One;

WHEREAS, Comcast of Illinois VI, LLC., has requested a new cable television franchise agreement to continue to provide cable television services within the Village; and

WHEREAS, the Village has reviewed Comcast of Illinois’s performance under the current cable television franchise, identified the future cable related needs and interests of the community; considered the financial, legal, and technical qualifications to provide cable television services in the community and has determined it is in the public’s best interest to enter into a new non-exclusive cable television franchise agreement with Comcast of Illinois VI in accordance with the terms hereinafter set forth in the attached Franchise Agreement (Exhibit “A”).

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: The Village President is hereby authorized to execute a Franchise Agreement between the Village of Morton Grove and Comcast of Illinois VI, LLC., as specifically identified on said License Agreement, and under the terms and conditions set forth in the same Franchise Agreement attached hereto as Exhibit "A".

SECTION 3: The Village Administrator and/or his designee is hereby authorized to take all actions which are reasonable or necessary to implement and enforce all provisions of said Franchise Agreement.

SECTION 6: This ordinance shall be in full force and effect after its passage, approval and publication in pamphlet form as provided by law.

Passed this 27th day of June 2023.

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

Approved by me this 27th day of June 2023.

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

Attested and Filed in my office
This 28th day of June 2023.

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

**CABLE TELEVISION FRANCHISE AGREEMENT
BY AND BETWEEN
The
VILLAGE OF MORTON GROVE
And
COMCAST OF ILLINOIS VI, LLC**

This Franchise Agreement (hereinafter, the “Agreement” or “Franchise Agreement”) is made between the Village of Morton Grove, Illinois (hereinafter, the “”) and Comcast of Illinois VI, LLC (hereinafter, “Grantee”) this ____ day of _____, 2023 (the “Effective Date”).

The Village, having determined that the financial, legal, and technical abilities of the Grantee are reasonably sufficient to provide the services, facilities, and equipment necessary to meet the future cable-related needs of the community, desires to enter into this Franchise Agreement with the Grantee for the construction, operation and maintenance of a Cable System on the terms and conditions set forth herein.

This Agreement is entered into by and between the parties under the authority of the Cable Act, the Illinois Constitution of 1970, including the Village’s home rule powers, and the Illinois Municipal Code, as amended from time to time, and shall be governed by the Cable Act and the Illinois Municipal Code, as amended from time to time; provided that any provisions of the Illinois Municipal Code that are inconsistent with the Cable Act shall be deemed to be preempted and superseded.

SECTION 1: Definition of Terms

For the purpose of this Franchise Agreement, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Act, unless otherwise defined herein.

"Cable Act" or "Act" means the Cable Communications Policy Act of 1984, as amended by the Cable Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996, 47 U.S.C. §§ 521 et seq., as the same may be amended from time to time.

“Cable Operator” means any Person or group of Persons who provides Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System; or who otherwise controls or is responsible for, through any arrangement, the management and operation of such a Cable System.

"Cable Service" or “Service” means the one-way transmission to Subscribers of Video Programming or Other Programming Service and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or Other Programming Service.

“Cable System” or “System,” has the meaning set forth in 47 U.S.C. § 522 of the Cable Act, and means Grantee's facilities, consisting of a set of closed transmission paths and associated signal generation, reception and control equipment, that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within the Franchise Area, but such term does not include (i) a facility that serves only to re-transmit the television signals of one or more television broadcast stations; (ii) a facility that serves Subscribers without using any public right-of-way, (iii) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act of 1934, as amended, except that such a facility shall be considered a Cable System (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide Interactive On-Demand Services; (iv) an open video system that complies with section 653 of the Cable Act; or (v) any facilities of any electric utility used solely for operating its electric utility systems.

“Channel” or “Cable Channel” means a portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel as a television channel is defined by the Federal Communications Commission by regulation.

“Customer” or “Subscriber” means a Person who lawfully receives and pays for Cable Service with the Grantee’s express permission.

“FCC” means the Federal Communications Commission or successor governmental entity thereto.

“Franchise” means the initial authorization, or renewal thereof, issued by the Village, whether such authorization is designated as a franchise, agreement, permit, license, resolution, contract, certificate, ordinance or otherwise, which authorizes the construction or operation of the Cable System.

“Franchise Agreement” or “Agreement” shall mean this Agreement and any amendments or modifications hereto.

“Franchise Area” means the present legal boundaries of the Village as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means as provided in this Agreement.

“Grantee” shall mean Comcast of Illinois VI, LLC.

“Gross Revenue” means the Cable Service revenue received by the Grantee from the operation of the Cable System in the Franchise Area to provide Cable Services, calculated in accordance with generally accepted accounting principles. Cable Service revenue includes monthly Basic Cable Service, cable programming service regardless of Service Tier, premium and pay-per-view video fees, advertising and home shopping revenue, installation fees and equipment rental fees. Gross revenues shall also include such other revenue sources from Cable Service delivered over the Cable System as may now exist or hereafter develop, provided that such revenues, fees, receipts, or charges may be lawfully included in the gross revenue base for

purposes of computing the Village's permissible franchise fee under the Cable Act, as amended from time to time. Gross Revenue shall not include refundable deposits, bad debt, investment income, programming launch support payments, third party advertising sales commissions and agency fees, nor any taxes, fees or assessments imposed or assessed by any governmental authority. Gross Revenues shall include amounts collected from Subscribers for Franchise Fees pursuant to *City of Dallas, Texas v. F.C.C.*, 118 F.3d 393 (5th Cir. 1997), and amounts collected from non-Subscriber revenues in accordance with the Court of Appeals decision resolving the case commonly known as the "Pasadena Decision," *City of Pasadena, California et. al., Petitions for Declaratory Ruling on Franchise Fee Pass Through Issues*, CSR 5282-R, *Memorandum Opinion and Order*, 16 FCC Rcd. 18192 (2001), and *In re: Texas Coalition of Cities for Utility Issues v. F.C.C.*, 324 F.3d 802 (5th Cir. 2003).

"Initial Franchise Service Area" means that portion of the Franchise Area served by the Grantee's Cable System as of the Effective Date of this Franchise Agreement.

"Public, Educational and Governmental (PEG) Access Channel" shall mean a video Channel designated for non-commercial use by the Village, the public, and/or educational institutions such as public or private schools, but not "home schools," community colleges, and universities.

"Public, Educational and Government (PEG) Access Programming" shall mean non-commercial programming produced by any Village residents or organizations, schools and government entities and the use of designated facilities, equipment and/or Channels of the Cable System in accordance with 47 U.S.C. 531 and this Agreement.

"Person" means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the Village.

"Public Way" shall mean, pursuant and in addition to the Village's Right of Way Ordinance (Title 7, Chapter 9 of the Municipal Code of Morton Grove), the surface of, and the space above and below, any street, alley, other land or waterway, dedicated or commonly used for pedestrian or vehicular traffic or other similar purposes, including, but not limited to, public utility easements and other easements dedicated for compatible uses, now or hereafter held by the Village in the Franchise Area, to the extent that the Village has the right and authority to authorize, regulate, or permit the location of facilities other than those of the Village. Public Way shall not include any real or personal Village property that is not specifically described in this definition and shall not include Village buildings, fixtures, and other structures and improvements, regardless of whether they are situated in the Public Way.

"Standard Installation" means those installations to Subscribers that are located up to one hundred twenty-five (125) feet from the existing distribution system (Cable System).

"Village" means the Village of Morton Grove, Illinois or the lawful successor, transferee, designee, or assignee thereof.

"Video Programming" or "Programming" means programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

SECTION 2: Grant of Authority

2.1. Pursuant to Section 621(a) of the Cable Act, 47 U.S.C. § 541 (a), 65 ILCS 5/11-42-11(a) of the Illinois Municipal Code, the Illinois Constitution, and Ordinance 23-15 approving and authorizing the execution of this agreement, the Village hereby grants to the Grantee a nonexclusive Franchise authorizing the Grantee to construct and operate a Cable System in the Public Ways within the Franchise Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in any Public Way such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System, and to provide such services over the Cable System as may be lawfully allowed.

2.2. Term of Franchise. The term of the Franchise granted hereunder shall be ten (10) years from the Effective Date, unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise Agreement and/or applicable law. From and after the Effective Date of this Franchise Agreement, the Parties acknowledge that this Franchise Agreement is intended to be the sole and exclusive Franchise Agreement between the Parties pertaining to the Grantee's Franchise for the provision of Cable Service.

2.3. Renewal. Any renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, as amended, and any applicable State law which may exist at the time of renewal and which is not superseded by the Cable Act.

2.4. Police Powers. Nothing in this Franchise Agreement shall be construed as an abrogation by the Village of any of its police powers to adopt and enforce generally applicable ordinances deemed necessary for the health, safety, and welfare of the public, and the Grantee shall comply with all generally applicable laws and ordinances enacted by the Village pursuant to such police power.

2.5. Reservation of Authority. Nothing in this Franchise Agreement shall (A) abrogate the right of the Village to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or ordinances of general applicability promulgated by the Village, or (C) be construed as a waiver or release of the rights of the Village in and to the Public Ways.

2.6. Competitive Equity.

2.6.1. In the event the Village grants an additional Franchise to use and occupy any Public Way for the purposes of operating a Cable System, the additional Franchise shall only be granted in accordance with the Illinois Level Playing Field Statute, 65 ILCS 5/11-42-11.

2.6.2. In the event an application for a new cable television franchise or other similar authorization is filed with the Village proposing to serve the Franchise Area, in whole or in part, the Village shall to the extent permitted by law promptly notify the Grantee, or require the Grantee to be notified, and include a copy of such application.

SECTION 3: Construction and Maintenance of the Cable System

3.1. Except as may be otherwise provided in this Franchise Agreement, Grantee shall comply with all generally applicable provisions of Title 7, Chapter 9, entitled “Construction of Utility Facilities in the Public Rights of Way,” of the Municipal Code of Morton Grove as may be amended from time to time.

3.2. Aerial and Underground Construction. At the time of Cable System construction, if all of the transmission and distribution facilities of all of the respective public or municipal utilities in any area of the Franchise Area are underground, the Grantee shall place its Cable Systems’ transmission and distribution facilities underground, provided that such underground locations are actually capable of accommodating the Grantee’s cable and other equipment without technical degradation of the Cable System’s signal quality. In any region(s) of the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Grantee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities or any part thereof, aurally or underground. Nothing in this Section shall be construed to require the Grantee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

3.3. Undergrounding and Beautification Projects.

3.3.1. In the event the Village requires users of the Public Way who operate aerial facilities to relocate such aerial facilities underground, Grantee shall participate in the planning for relocation of its aerial facilities, if any, contemporaneously with such users. Grantee shall be reimbursed its relocation costs from public or private funds allocated for the project to the same extent as such funds are made available to other users of the Public Way, if any, provided that any utility’s exercise of authority granted under its tariff to charge consumers for the said utility’s cost of the project that are not reimbursed by the Village shall not be considered to be public or private funds.

3.3.2. The Grantee shall not be required to relocate its facilities unless it has been afforded at least sixty (60) days’ notice of the necessity to relocate its facilities. Upon adequate notice the Grantee shall provide a written estimate of the cost associated with the work necessary to relocate its facilities. In instances where a third party is seeking the relocation of the Grantee’s facilities or where the Grantee is entitled to reimbursement pursuant to the preceding Section, the Grantee shall not be required to perform the relocation work until it has received payment for the relocation work.

SECTION 4: Service Obligations

4.1. Initial Service Obligations. As of the Effective Date of this Agreement, Grantee’s Cable System has been designed to provide, and is capable of providing, Cable Service to residential Customers throughout the Initial Franchise Service Area. The Grantee shall continue to make Cable Service available in the Initial Service Area throughout the term of this

Agreement and Grantee shall extend its Cable System and provide service consistent with the provisions of this Franchise Agreement.

4.2. General Service Obligation. The Grantee shall make Cable Service available beyond the Initial Franchise Service Area to every residential dwelling unit within the Franchise Area where the minimum density is at least thirty (30) dwelling units per linear Cable System network mile as measured from the existing Cable System's technically feasible connection point. Subject to the density requirement, Grantee shall offer Cable Service to all new homes or previously unserved homes located within one hundred twenty-five (125) feet of the Grantee's distribution cable (e.g., a Standard Installation).

4.2.1. The Grantee may elect to provide Cable Service to areas not meeting the above density and distance standards. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop or line extension in excess of a Standard Installation. Any such additional charge shall be computed on a time plus materials basis plus a reasonable rate of return.

4.3. Programming. The Grantee agrees to provide cable programming services in the following broad categories:

Children	General Entertainment	Family Oriented
Ethnic/Minority	Sports	Weather
Educational	Arts, Culture and Performing Arts	News & Information

Pursuant and subject to federal law, all Video Programming decisions, excluding PEG Access Programming, are at the sole discretion of the Grantee.

4.4. Technical Standards. The Grantee shall comply with all applicable technical standards of the FCC as published in 47 C.F.R., Part 76, Subpart K, as amended from time to time. The Grantee shall cooperate with the Village in conducting inspections related to these standards upon reasonable prior written request from the Village based on a significant number of Subscriber complaints.

4.5. Annexations and New/Planned Developments. In cases of annexation the Village shall provide the Grantee written notice of such annexation. In cases of new construction, planned developments or property development where undergrounding or extension of the Cable System is required, the Village shall provide or cause the developer or property owner to provide notice of the same. Such notices shall be provided at the time of notice to all utilities or other like occupants of the Village's Public Way. If advance notice of such annexation, new construction, planned development or property development is not provided, the Grantee shall be allowed an adequate time to prepare, plan and provide a detailed report as to the timeframe for it to construct its facilities and provide the services required under this Franchise Agreement.

4.6. Service to School Buildings and Governmental Facilities.

4.6.1. The Village may request that Grantee provide Cable Service and the corresponding equipment to the location(s) specified in Attachment A and shall specify the

requested level of services and number of outlets for each location. Upon written notice to Grantee, the Village may unilaterally amend Attachment A to add or remove locations provided any additional locations are “eligible” under 220 ILCS. 5/22 501(f). The Village shall notify Grantee in writing whether it wishes to be invoiced at standard rates as disclosed by Grantee for these services and equipment or to have the charges deducted from the franchise fee payment due pursuant to this franchise. Eligible buildings shall not include buildings leased to non-governmental third parties or buildings such as storage facilities at which government employees are not regularly stationed.

4.6.2. Long Drops. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop or line extension in excess of a Standard Installation. Any such additional charge shall be computed on a time plus materials basis to be calculated on that portion of the installation that exceeds a Standard Installation.

4.7. Emergency Alerts. At all times during the term of this Franchise Agreement, the Grantee shall provide and maintain an “Emergency Alert System” (“EAS”) consistent with applicable Federal law and regulation – including 47 C.F.R., Part 11 and the “State of Illinois Emergency Alert System State Plan” – as may be amended from time to time. The Village must become qualified and authorized to activate the EAS, through the authorized State EAS plan. The Village agrees to indemnify and hold the Grantee harmless from any damages or penalties arising out of the negligence of the Village, its employees or agents in using such system.

4.8. Customer Service Obligations. The Village and Grantee acknowledge that the customer service standards and customer privacy protections are set forth in the Cable and Video Customer Protection Law, 220 ILCS 5/22-501 *et seq.*, and enforcement provisions are included in Ordinance 08-01. Enforcement of such requirements and standards and the penalties for non-compliance with such standards shall be consistent with the Cable and Video Customer Protection Law, 220 ILCS 5/22-501 *et seq.*

SECTION 5: Oversight and Regulation by Village

5.1. Franchise Fees. The Grantee shall pay to the Village a Franchise Fee in an amount equal to five percent (5%) of annual Gross Revenues received from the operation of the Cable System to provide Cable Service in the Franchise Area; provided, however, that Grantee shall not be compelled to pay any higher percentage of fees than any other video service provider, under state authorization or otherwise, providing service in the Franchise Area. The payment of Franchise Fees shall be made on a quarterly basis and shall be due forty-five (45) days after the close of each calendar quarter. If mailed, the Franchise Fee shall be considered paid on the date it is postmarked. Each Franchise Fee payment shall be accompanied by a report prepared by a representative of the Grantee showing the basis for the computation of the franchise fees paid during that period. Any undisputed Franchise Fee payment which remains unpaid in whole or in part, after the date specified herein shall be delinquent. For any delinquent Franchise Fee payments, Grantee shall make such payments including interest at the prime lending rate as quoted by JP Morgan Chase & Company or its successor, computed from time due until paid. Any undisputed overpayments made by the Grantee to the Village shall be

credited upon discovery of such overpayment until such time when the full value of such credit has been applied to the Franchise Fee liability otherwise accruing under this Section.

5.1.1. The Parties acknowledge that, at present, the Cable Act limits the Village to collection of a maximum permissible Franchise Fee of five percent (5%) of Gross Revenues. In the event that a change in the Cable Act would allow the Village to increase the Franchise Fee above five percent (5%), the Village shall hold a public hearing and determine if the Village should collect the additional amount. Following the determination, the Village shall notify the Grantee of its intent to collect the increased Franchise Fee and Grantee shall have a reasonable time (not to be less than ninety (90) days from receipt of notice from the Village) to effectuate any changes necessary to begin the collection of such increased Franchise Fee or notify the Grantee of its intent to not collect the increased fee. In the event that the Village increases said Franchise Fee, the Grantee shall notify its Subscribers of the Village's decision to increase said fee prior to the implementation of the collection of said fee from Subscribers as required by law.

5.1.2. In the event a change in state or federal law requires the Village to reduce the franchise fee percentage that may be collected, the parties agree the Grantee shall reduce the percentage of franchise fees collected to the lower of: i) the maximum permissible franchise fee percentage; or ii) the lowest franchise fee percentage paid by any other Cable Operator granted a Cable Franchise by the Village pursuant to the Cable Act, and Section 11-42-11 of the Illinois Municipal Code; provided that: (a) such amendment is in compliance with the change in state or federal law; (b) the Village approves the amendment by ordinance; and (c) the Village notifies Grantee at least ninety (90) days prior to the effective date of such an amendment.

5.1.3. Taxes Not Included. The Grantee acknowledges and agrees that the term "Franchise Fee" does not include any tax, fee, or assessment of general applicability (including any such tax, fee, or assessment imposed on both utilities and Cable Operators on their services but not including a tax, fee, or assessment which is unduly discriminatory against Cable Operators or Cable Subscribers).

5.2. Franchise Fees Subject to Audit. The Village and Grantee acknowledge that the audit standards are set forth in the Illinois Municipal/Counties Code at 65 ILCS 5/11-42-11.05 (Municipal Franchise Fee Review; Requests For Information). Any audit shall be conducted in accordance with generally applicable auditing standards.

5.2.1 In accordance with 65 ILCS 5/11-42-11.05 (k), the Village shall provide on an annual basis, a complete list of addresses within the corporate limits of the Village. If an address is not included in the list or if no list is provided, the Grantee shall be held harmless for any franchise fee underpayments (including penalty and interest) from situsing errors.

5.3. Proprietary Information. Notwithstanding anything to the contrary set forth in this Agreement, the Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature, with the exception of the information directly related to an audit of Franchise Fees as set forth in Section 5.2. The Village agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to those employees, representatives, and agents of the Village that have a need to know in order to enforce this Franchise Agreement and who agree to maintain the confidentiality of all such information. For

purposes of this Section, the terms “proprietary or confidential” include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of Franchise Fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Grantee to be competitively sensitive. Grantee may make proprietary or confidential information available for inspection but not copying or removal by the Franchise Authority’s representative. In the event that the Village has in its possession and receives a request under the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), or similar law for the disclosure of information the Grantee has designated as confidential, trade secret or proprietary, the Village shall notify Grantee of such request and cooperate with Grantee in opposing such request. Grantee shall indemnify and defend the Village from and against any and all claims arising from the Village’s opposition to disclosure of any and all information Grantee designates as proprietary or confidential. Compliance by the Village with an opinion or directive from the Illinois Public Access Counselor or the Illinois Attorney General under the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*, or with a decision or order of a court with jurisdiction over the Village, shall not be a violation of this Section.

SECTION 6: Transfer of Cable System or Franchise or Control of Grantee

6.1. Neither the Grantee nor any other Person may transfer the Cable System or the Franchise without the prior written consent of the Village, which consent shall not be unreasonably withheld or delayed.

6.2. No transfer of control of the Grantee, defined as an acquisition of fifty-one percent (51%) or greater ownership interest in Grantee, shall take place without the prior written consent of the Village, which consent shall not be unreasonably withheld or delayed.

6.3. No consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation.

6.4. The Grantee, and any proposed transferee under this Section 6, shall submit a written application to the Village containing or accompanied by such information as is required in accordance with applicable law and FCC regulations, specifically including a completed Form 394 or its successor, and in compliance with the processes established for transfers under FCC rules and regulations, including Section 617 of the Cable Act, 47 U.S.C. §537. Within thirty (30) days after receiving a request for consent, the Village shall, in accordance with FCC rules and regulations, notify the Grantee in writing of the additional information, if any, it requires to determine the legal, financial and technical qualifications of the transferee or new controlling party. If the Village has not taken final action on the Grantee’s request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed granted. As a condition to granting of any consent, the Village may require the transferee to agree in writing to assume the obligations of the Grantee under this Franchise Agreement.

6.5. Any transfer of control resulting from or after the appointment of a receiver or receivers or trustee or trustees, however denominated, designated to take over and conduct the

business of the grantee, whether in a receivership, reorganization, bankruptcy or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of a one hundred twenty (120) day period, shall be treated as a transfer of control pursuant to 47 U.S.C. §537 and require the Village's consent thereto in the manner described in Section 6 above.

SECTION 7: Insurance and Indemnity

7.1. Insurance. Throughout the term of this Franchise Agreement, the Grantee shall, at its own cost and expense, maintain such insurance and provide the Village certificates of insurance in accordance with Title 7, Chapter 9 of the Municipal Code of Morton Grove.

7.2. Indemnification. The Grantee shall indemnify, defend and hold harmless the Village, its officers, employees, and agents (the "Indemnitees") from and against any injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense, arising in the course of the Grantee constructing and operating its Cable System within the Village. The Grantee's obligation with respect to the Indemnitees shall survive for all claims made or actions filed within one (1) year following either the expiration or earlier termination or expiration of this Agreement. The Village shall give the Grantee timely written notice of its obligation to indemnify and defend the Village after the Village's receipt of a claim or action pursuant to this Section. For purposes of this Section, the word "timely" shall mean within a time period that does not cause prejudice to the respective positions of the Grantee and/or the Village. If the Village elects in its own discretion to employ additional counsel, the costs for such additional counsel for the Village shall be the responsibility of the Village.

7.2.1. The Grantee shall not indemnify the Village for any liabilities, damages, costs or expense resulting from any conduct for which the Village, its officers, employees and agents may be liable under the laws of the State of Illinois.

7.2.2. Nothing herein shall be construed to limit the Grantee's duty to indemnify the Village by reference to the limits of insurance coverage described in this Agreement.

SECTION 8: Public, Educational and Governmental (PEG) Access

8.1. PEG Capacity. The Grantee shall provide capacity for the Village's noncommercial Public, Educational and Governmental Access ("PEG") Programming through one Channel (the "Channel") on the Grantee's Cable System. Unless otherwise agreed to by the Village and the Grantee to the extent required by applicable law, the Channel may be carried on the Grantee's basic digital service tier. The Village's PEG Access Programming shall be provided consistent with Section 611 of the Cable Act, as amended from time to time.

8.2. Rules and Procedures for Use of the PEG Access Channel. The Village shall be responsible for establishing, and thereafter enforcing, rules for the non-commercial use of the PEG Access Channel and to promote the use and viewership of the Channel.

8.3. Allocation and Use of the PEG Access Channel. The Grantee does not relinquish its ownership of a Channel by designating it for PEG use. However, the PEG Access Channel is,

and shall be, operated by the Village. The Village shall adopt rules and procedures under which Grantee may use the PEG Access Channel for the provision of Video Programming if the PEG Access channel is not being used for its designated purpose(s) pursuant to Section 611(d) of the Cable Act, 47 U.S.C. §531.

8.4. Editorial Control. Grantee shall not exercise any editorial control over any use of the PEG Access Channel except as permitted by 47 U.S.C. §531(e).

8.5. Origination Point. At such time that the Village determines that it wants to establish capacity to allow its residents who subscribe to Grantee's Cable Service to receive PEG Access Programming originated from Schools and/or Village facilities (other than those having a signal point of origination at the time of the execution of this Agreement); or at such time that the Village determines that it wants to change or upgrade a location from which PEG Access Programming is originated; the Village will give the Grantee written notice detailing the point of origination and the capability sought by the Village. The Grantee agrees to submit a cost estimate to implement the Village's plan within a reasonable period of time. After an agreement to reimburse the Grantee for its expenditure within a reasonable period of time, the Grantee will implement any necessary system changes within a reasonable period of time.

8.6. PEG Signal Quality. Provided the PEG signal feed is delivered by the Village to the designated signal input point without material degradation, the PEG Channel delivery system from the designated signal input point shall meet the same FCC technical standards as the remainder of the Cable System set forth in this Agreement.

8.7. PEG Capital Support. At its sole discretion, the Village may designate a PEG access capital project to be funded by the Village as set forth herein. The Village shall send written notice of the Village's desire for Grantee to collect as an external charge a PEG Capital Fee of up to thirty-five cents (\$0.35) per customer per month charge to be passed on to each Subscriber pursuant Section 622(g)(2)(C) of the Cable Act (47 U.S.C. §542(g)(2)(C)). The Grantee shall collect the external charge over a period of twelve (12) months, unless some other period is mutually agreed upon in writing, and shall make the PEG capital payments from such sums at the same time and in the same manner as Franchise Fee payments. The notice shall include a detailed and itemized description of the intended utilization of the PEG Capital Fee for PEG Access Channel facilities and/or equipment and the Grantee shall have the opportunity to review and make recommendations upon the Village's plan prior to agreeing to collect and pay to the Village the requested amount. The capital payments shall be expended for capital costs associated with PEG access. Consistent with the description of the intended utilization of the PEG Capital Fee, the Village shall be permitted to hold all or a portion of the PEG Capital Fee from year to year as a designated fund to permit the Village to make large capital expenditures, if necessary, as long as any funds remaining at the end of the term of this Agreement shall be credited to PEG Capital obligations in the subsequent Franchise. Moreover, if the Village chooses to borrow from itself or a financial institution, revenue for large PEG capital purchases or capital expenditures, the Village shall be permitted to make periodic repayments using the PEG Capital Fee. Said PEG Capital Fee shall be imposed within one hundred twenty days (120) of the Village's written request.

8.7.1. For any payments owed by Grantee in accordance with this Section 8.7 which are not made on or before the due dates, Grantee shall make such payments including interest at an annual rate of the prime lending rate as quoted by JP Morgan Chase & Company or its successor, computed from time due until paid. Any undisputed overpayments made by the Grantee to the Village shall be credited upon discovery of such overpayment until such time when the full value of such credit has been applied to the Franchise Fee liability otherwise accruing under this section.

8.7.2. Grantee and Village agree that the capital obligations set forth in this Section are not “Franchise Fees” within the meaning of 47 U.S.C. § 542.

SECTION 9: Enforcement of Franchise

9.1. Notice of Violation or Default. In the event the Village believes that the Grantee has not complied with a material term of the Franchise, it shall notify the Grantee in writing with specific details regarding the exact nature of the alleged noncompliance or default.

9.2. Grantee’s Right to Cure or Respond. The Grantee shall have thirty (30) days from the receipt of the Village’s written notice: (A) to respond to the Village, contesting the assertion of noncompliance or default; or (B) to cure such default; or (C) in the event that, by nature of the default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Village of the steps being taken and the projected date that the cure will be completed.

9.3. Enforcement. Subject to applicable federal and state law, and following notice and an opportunity to cure and respond pursuant to the provisions of Section 9.2 above, in the event the Village determines that the Grantee is in default of any material provision of the Franchise, the Village may:

9.3.1. seek specific performance of any provision that reasonably lends itself to such remedy or seek other relief available at law, including declaratory or injunctive relief; or

9.3.2. in the case of a substantial or frequent default of a material provision of the Franchise, declare the Franchise Agreement to be revoked in accordance with the following:

(i) The Village shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee. The notice shall set forth with specificity the exact nature of the noncompliance. The Grantee shall have ninety (90) days from the receipt of such notice to object in writing and to state its reasons for such objection. In the event the Village has not received a response from the Grantee or upon receipt of the response does not agree with the Grantee’s proposed remedy or in the event that the Grantee has not taken action to cure the default, it may then seek termination of the Franchise at a public hearing. The Village shall cause to be served upon the Grantee, at least ten (10) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to request termination of the Franchise.

(ii) At the designated hearing, the Village shall give the Grantee an

opportunity to state its position on the matter, present evidence and question witnesses, after which the Village shall determine whether or not the Franchise shall be terminated. The public hearing shall be on the record. A copy of the transcript shall be made available to the Grantee at its sole expense. The decision of the Village shall be in writing and shall be delivered to the Grantee in a manner authorized by Section 10.2. The Grantee may appeal such determination to any court with jurisdiction within thirty (30) days after receipt of the Village's decision.

9.4. Remedies Not Exclusive. In addition to the remedies set forth in this Section 9, the Grantee acknowledges the Village's ability pursuant to Section 4.8 of this Franchise Agreement to enforce the requirements and standards, and the penalties for non-compliance with such standards, consistent with the Illinois Cable and Video Customer Protection Law enacted by the Village as Ordinance 08-01; and, pursuant to Section 3.1 of this Franchise Agreement and Title 7, Chapter 9 of the Municipal Code of Morton Grove, to enforce the Grantee's compliance with the Village's requirements regarding "Construction of Utility Facilities in the Public Rights Of Way." Notwithstanding the foregoing, nothing in this Agreement shall be interpreted to permit the Village to exercise such rights and remedies in a manner that permits duplicative recovery from, or payments by, the Grantee. Such remedies may be exercised from time to time and as often and in such order as may be deemed expedient by the Village.

SECTION 10: Miscellaneous Provisions

10.1. Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, failure of utility service necessary to operate the Cable System, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Grantee's ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Grantee's cable or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary. Non-compliance or default shall be corrected within a reasonable amount of time after force majeure has ceased.

10.2. Notice. Any notification that requires a response or action from a party to this franchise within a specific time-frame, or that would trigger a timeline that would affect one or both parties' rights under this franchise, shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

To the Village:

Village of Morton Grove
6101 Capulina Avenue
Morton Grove, Illinois 60053
ATTN: Village Administrator

To the Grantee:

Comcast
1500 McConnor Parkway
Schaumburg, Illinois 60173
ATTN: Director of Government Affairs

Recognizing the widespread usage and acceptance of electronic forms of communication, emails and faxes will be acceptable as formal notification related to the conduct of general business amongst the parties to this contract, including but not limited to programming and price adjustment communications. Such communication should be addressed and directed to the person of record as specified above. Either party may change its address and addressee for notice by notice to the other party under this Section.

10.3. Entire Agreement. This Franchise Agreement embodies the entire understanding and agreement of the Village and the Grantee with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and communications, whether written or oral. Except for ordinances adopted pursuant to Sections 2.4 and 2.5 of this Agreement, all ordinances or parts of ordinances related to the provision of Cable Service that are in conflict with or otherwise impose obligations different from the provisions of this Franchise Agreement are superseded by this Franchise Agreement.

10.3.1. The Village may adopt a cable television/video service provider regulatory ordinance that complies with applicable law, provided the provisions of any such ordinance adopted subsequent to the Effective Date of this Franchise Agreement shall not apply to the Grantee during the term of this Franchise Agreement.

10.4. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect. If any material provision of this Agreement is made or found to be unenforceable by such a binding and final decision, either party may notify the other in writing that the Franchise has been materially altered by the change and of the election to begin negotiations to amend the Franchise in a manner consistent with said proceeding or enactment; provided, however, that any such negotiated modification shall be competitively neutral, and the parties shall be given sufficient time to implement any changes necessitated by the agreed-upon modification.

10.5. Governing Law. This Franchise Agreement shall be deemed to be executed in the State of Illinois, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of Illinois and/or Federal law, as applicable.

10.6. Venue. Except as to any matter within the jurisdiction of the federal courts or the FCC, all judicial actions relating to any interpretation, enforcement, dispute resolution or any other aspect of this Agreement shall be brought in the Circuit Court of the State of Illinois, Cook County, Illinois. Any matter brought pursuant to the jurisdiction of the federal court shall be brought in the United States District Court of the Northern District of Illinois.

10.7. Modification. Except as provided in Sections 5.1.1 and 5.1.2, no provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Village and the Grantee, which amendment shall be

authorized on behalf of the Village through the adoption of an appropriate ordinance or resolution by the Village, as required by applicable law.

10.8. No Third-Party Beneficiaries. Nothing in this Franchise Agreement is intended to confer third-party beneficiary status on any person, individual, corporation or member of the public to enforce the terms of this Franchise Agreement.

10.9. No Waiver of Rights. Nothing in this Franchise Agreement shall be construed as a waiver of any rights, substantive or procedural, Grantee may have under Federal or state law unless such waiver is expressly stated herein.

10.10. Validity of Franchise Agreement. The parties acknowledge and agree in good faith on the validity of the provisions, terms and conditions of this Franchise Agreement, in their entirety, and that the Parties have the power and authority to enter into the provisions, terms, and conditions of this Agreement.

10.11. Authority to Sign Agreement. Grantee warrants to the Village that it is authorized to execute, deliver and perform this Franchise Agreement. The individual signing this Franchise Agreement on behalf of the Grantee warrants to the Village that s/he is authorized to execute this Franchise Agreement in the name of the Grantee.

IN WITNESS WHEREOF, this Franchise Agreement has been executed by the duly authorized representatives of the parties as set forth below, as of the date set forth below:

For the Village of Morton Grove:

For Comcast of Illinois VI, LLC:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Legislative Summary

Resolution 23-27

AUTHORIZING A CONTRACT EXTENSION WITH AL WARREN OIL COMPANY, INC. THROUGH THE SUBURBAN PURCHASING COOPERATIVE FOR THE ANNUAL PURCHASE OF GASOLINE AND DIESEL FUEL

Introduced:	June 27, 2023
Purpose:	To authorize the Village Administrator to approve a contract extension through the Suburban Purchasing Cooperative with Al Warren Oil Company, Inc. to purchase gasoline and diesel fuel for Village owned vehicles
Background:	The Village participates in the Northwest Municipal Conference's Suburban Purchasing Cooperative ("SPC"), a joint purchasing program in which gasoline and diesel fuel is competitively bid for multiple communities. Resolution 21-05 authorized the Village to purchase gasoline and diesel fuel from Al Warren Oil Company, Inc. of Hammond, Indiana, under SPC Contract #198. Resolution 22-14 authorized the Village to extend this contract through July 5, 2023. In March 2023, the SPC extended Contract #198 through July 5, 2024, and reserved the right to extend the contract for an additional one-year term, under the same terms and conditions of the original contract. This Resolution will authorize the Village Administrator to extend its contract for the purchase of gasoline and diesel fuel from Al Warren Oil Company, Inc., through July 5, 2024, and further authorizes the Village Administrator to extend the contract for one additional year without further Board action if Contract 198 is so extended by the SPC, and if said contract extension is warranted by the then existing circumstances.
Programs, Departments or Groups Affected	All Village Departments
Fiscal Impact:	Approximately \$341,650
Source of Funds:	2023 Adopted Village Budget from Account Numbers 025027-561110, 405033-561110, 023014-554169 and 024015-554169
Workload Impact:	The Public Works Department will manage this contract as part of their normal operations
Administrator Recommendation:	Approval as presented.
Second Reading:	Not Required
Special Considerations or Requirements:	None

Submitted by: Ralph E. Czerwinski, Village Administrator
Reviewed by: Teresa Hoffman Liston, Corporation Counsel
Prepared by: Kevin Lochner, Division Superintendent
Reviewed by: Michael Lukich, Director of Public Works

RESOLUTION 23-27

AUTHORIZATION A CONTRACT EXTENSION WITH AL WARREN OIL COMPANY, INC. THROUGH THE SUBURBAN PURCHASING COOPERATIVE FOR THE ANNUAL PURCHASE OF GASOLINE AND DIESEL FUEL

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, Village Departments routinely fuel Village owned vehicles at the re-fueling station located at the Public Works Facility, 7840 Nagle Avenue; and

WHEREAS, to reduce the cost of purchasing gasoline and diesel fuel, the Village participates in the Suburban Purchasing Cooperative (“SPC”), a joint purchasing program offered by the Northwest Municipal Conference in which gasoline and diesel fuel is competitively bid for multiple communities; and

WHEREAS, Resolution 21-05 authorized the Village to purchase gasoline and diesel fuel from Al Warren Oil Company, Inc. of Hammond, Indiana, under SPC Contract #198;

WHEREAS, Resolution 22-14 authorized the Village to extend this contract through July 5, 2023; and

WHEREAS, in March 2023, the SPC extended Contract #198 through July 5, 2024, and reserved the right to extend the contract for an additional one-year term, under the same terms and conditions of the original contract.

WHEREAS, funding for this contract is available in Account Numbers 025027-561110, 405033-561110, 023014-554169 and 024015-554169 for the purchase of gasoline and diesel fuel for use in Village owned vehicles in the amount total of \$341,650.00.

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

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

SECTION 2: The Village Administrator is authorized to extend Contract #198 to purchase gasoline and diesel fuel from Al Warren Oil Company, Inc. through July 5, 2024.

SECTION 3: The Village Administrator is further authorized to extend this contract for one additional year without further Board action if Contract #198 is extended by the SPC, and if said contract extension is warranted by the then existing circumstances.

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

Passed this 27th day of June 2023

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

Approved by me this 27th day of June 2023

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

Attested and Filed in my office this
28th day of June 2023

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



A Joint Purchasing Program For Local Government Agencies

March 8, 2023

Ms. Shaleen Okon
Sales Representative
Al Warren Oil Co., Inc.
1646 Summer Street
Hammond, IN 46320

Dear Ms. Okon,

This letter is to inform you that the Suburban Purchasing Cooperative (SPC) Governing Board has approved the third and final one-year contract extension of the 2022 Gasoline (87, 89, & 92 Octane), Diesel Fuel, Ethanol 75 & 85 and B20 Bio Diesel Fuel Contract (#198) to Al Warren Oil Co., Inc. from July 6, 2023 through July 5, 2024. The SPC reserves the right to extend the contract for one additional one-year period under the same terms and conditions of the original contract.

With acceptance of this contract extension, Al Warren Oil Co., Inc. agrees to all terms and conditions set forth in the specifications contained within the Request for Proposals to which you responded.

Al Warren Oil Co., Inc., Hammond, IN will handle all billing.

Al Warren Oil Co., Inc. shall remit to the NWMC Purchasing Manager on a quarterly basis, an amount equal to 0.5 % of the total dollar volume for the quarter. Contractor must furnish a report of purchases made from the contract by the last of the month following the end of each fiscal quarter:

- Quarter 1 – May, June, July, due August 31
- Quarter 2 – August, September, October, due November 30
- Quarter 3 – November, December, January, due February 28
- Quarter 4 – February, March, April, due May 31

This report is to be submitted to the NWMC Purchasing Director in Excel via email to edayan@nwmc-cog.org, and mailed to 1600 East Golf Road, Suite 0700, Des Plaines, Illinois 60016 and shall include the following information: ordering municipality, date of order, date of delivery, item descriptions, total quantity delivered, item price (including mark-up and applicable taxes), total order extended price, and total volume for the quarter.

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

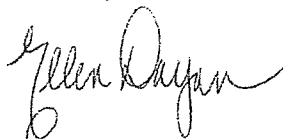
*Northwest Municipal
Conference*
1600 East Golf Rd., Suite 0700
Des Plaines, IL 60016
Ellen Dayan, CPPB
Phone: (847) 296-9200
Fax: (847) 296-9207

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

*Will County
Governmental League*
15905 S. Frederick Street
Suite 107
Cherie Belom
Phone: (815) 254-7700

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

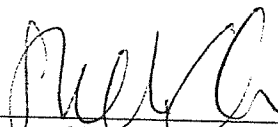
Sincerely,



Ellen Dayan, CPPB
Purchasing Director
Northwest Municipal Conference



03/08/2023
Name: Ellen Dayan Date
Northwest Municipal Conference



Name: Shaleen Okon
Al Warren Oil Co., Inc.

3/8/23
Date

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

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

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

**Will County
Governmental League**
15905 S. Frederick Street
Suite 107
Cherie Belom
Phone: (815) 254-7700

Legislative Summary

Ordinance 23-14

APPROVING A TEXT AMENDMENT TO ESTABLISH REGULATIONS RELATING TO MOVING AND STORAGE FACILITIES IN MORTON GROVE, ILLINOIS

Introduction:	June 13, 2023
Purpose:	To approve a Text Amendment that defines “moving and storage facilities,” authorizes the use in the manufacturing districts, and establishes use standards and off-street parking requirements.
Background:	<p>MSN Logistics Group, Incorporated (“applicant”), submitted a complete application requesting approval of a Text Amendment to the Unified Development Code (Title 12) to allow the use of “moving and storage facility” in the M-2 General Manufacturing District. The applicant has been operating a moving and storage facility at property commonly known as 8232 Lehigh Avenue in Morton Grove, which is zoned M-2, since mid-2022. Because the use is currently prohibited in all Village zoning districts, the applicant has been unable to obtain a Business Compliance Certificate authorizing the business’s operation at the property.</p> <p>Staff recommended that the proposed use be listed as a Permitted Use in the M-2 General Manufacturing District and a Special Use in the more restrictive M-O/R and M-1 Districts. As part of the application, staff also recommended use regulations designed to ensure that the volume of truck parking accessory to a moving and storage facility is appropriately scaled to the activities being conducted within the enclosed building and that all trucks are parked in an organized manner that does not interfere with surrounding uses.</p> <p>Because the application is for a Text Amendment to Title 12 and not in relation to any specific property or development, review by the Appearance Commission and Traffic Safety Commission was not required. On May 16, 2023, the applicant appeared before the Plan Commission to present the request for approval of the application made under Case PC 23-10. Based on the application, staff report, and testimony presented at the public hearing, the Plan Commission voted unanimously (7-0) to recommend approval of the Text Amendment as presented.</p>
Programs, Dept’s, Groups Affected	Department of Community and Economic Development
Fiscal Impact:	N/A
Source of Funds:	N/A
Workload Impact:	The Text Amendment will be implemented and supervised by staff as part of their normal work activities.
Administrative Recommendation:	Approval as presented
Second Reading:	June 27, 2023
Special Considerations or Requirements:	None

ORDINANCE 23-14

APPROVING A TEXT AMENDMENT TO ESTABLISH REGULATIONS RELATING TO MOVING AND STORAGE FACILITIES IN MORTON GROVE, ILLINOIS

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

WHEREAS, the Morton Grove Unified Development Code defines select commercial and industrial uses and classifies them as Permitted or Special Uses in the commercial and manufacturing zoning districts, but said uses do not include moving and storage facilities, which are therefore prohibited pursuant to Section 12-4-1:E.4; and

WHEREAS, MSN Logistics Group, Incorporated (“Applicant”), filed a complete Text Amendment Application to the Village’s Plan Commission under Case PC 23-10 (“Application”) requesting approval of a Text Amendment to allow the use of moving and storage facilities as a Permitted Use in the M-2 General Manufacturing District; and

WHEREAS, Village staff recommended that the Text Amendment include modifications to Sections 12-4-4, 12-5-5, 12-7-3, and 12-17-1 to define the use of “moving and storage facilities,” authorize the use as a Permitted Use in the Village’s M-2 District and a Special Use in the Village’s M-1 and M-O/R Districts, and establish use standards and off-street parking requirements, which were made part of the Application; and

WHEREAS, pursuant to the applicable provisions of the Municipal Code, notice of a public hearing for case PC 23-10 to be held at a Special Meeting of the Plan Commission on May 16, 2023, was duly published in the Pioneer Press, a newspaper of general circulation in the Village of Morton Grove, on April 20, 2023; and

WHEREAS, as required by ordinance, the Morton Grove Plan Commission held a public hearing relative to the above referenced case on May 16, 2023, and at said public hearing, all concerned parties were given the opportunity to be present and express their views for consideration by the Plan Commission; and

WHEREAS, as a result of said public hearing, the Plan Commission considered all the evidence and testimony presented to it, discussed the merits of the Application, and made certain recommendations through a report dated June 6, 2023, a copy of which is attached hereto and made a part hereof and marked as “**Exhibit A**”; and

WHEREAS, the Corporate Authorities have considered this matter at a Public Meeting and find the Text Amendment, when evaluated in the context of the whole Village, serves the public good; and

WHEREAS, the Village is desirous of assuring all policies are kept current and relevant.

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

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

SECTION 2: Title 12, Chapter 4, Section 4, Subsection E, entitled “Uses,” is hereby amended to add the following use, to be inserted in alphabetical order:

12-4-4: MANUFACTURING DISTRICTS:

E. Uses:

	Zoning Districts		
Categories of Use	M-O/R	M-1	M-2
Moving and storage facilities – 20,000 square feet gross floor area or less	<u>S⁴</u>	<u>S⁴</u>	<u>P⁴</u>
Moving and storage facilities – more than 20,000 square feet gross floor area	<u>S⁴</u>	<u>S⁴</u>	<u>S⁴</u>

SECTION 3: Title 12, Chapter 5, Section 5, entitled “Criteria for Specific Commercial Special Uses,” is hereby amended to be retitled and include a new Subsection F as follows:

12-5-5: CRITERIA FOR SPECIFIC COMMERCIAL SPECIAL USES USE STANDARDS:

F. Moving and Storage Facilities:

1. Maximum number of off-street truck parking spaces. The maximum number of truck parking spaces for use by semitrailers, wheeled containers, or truck-trailer combinations (not including trailer positions immediately adjacent to a loading berth) at a facility cannot exceed the greater of either:
 - a. One (1) parking space for every two thousand five hundred (2,500) square feet of gross floor area under roof for the principal use; or
 - b. Two-and-a-half (2½) parking spaces for each loading dock serving the moving and storage facility use.
2. Off-street truck parking facilities. All truck parking must occur in off-street parking facilities designed to accommodate the size of the trucks parked. Off-street truck

parking facilities must delineate parking spaces with paint or other permanent materials, which must be maintained in clearly visible condition.

3. Modifications to standards. The plan commission may recommend modifications to these standards by special use provided they meet the special use standards in subsection 12-16-4:C.5 of this title.

SECTION 4: Title 12, Chapter 7, Section 3, entitled “Off Street Parking,” is hereby amended as follows:

12-7-3: OFF STREET PARKING

I. Required Spaces by Use: Off street parking spaces accessory to designated uses shall be required as identified below:

Manufacturing uses:	
Freight terminals, with or without maintenance facilities/ moving and storage companies	1.0 space per 1,000 square feet of gross floor area or 1.0 space per employee whichever is greater
<u>Moving and storage facilities</u>	<u>1.0 space per employee plus 1.0 space for each vehicle owned or used in the business</u>

SECTION 5: Title 12, Chapter 17, Section 1, entitled “Terms Defined,” is hereby amended to add the following definition, to be inserted in alphabetical order:

12-17-1: TERMS DEFINED:

MOVING AND STORAGE FACILITY: A facility used for the moving of household or office furniture, appliances, and equipment from one location to another, including the temporary storage of those same items.

SECTION 6: The terms and conditions of this ordinance shall be severable and if any section, term, provision, or condition is found to be invalid or unenforceable for any reason by a court of competent jurisdiction, the remaining sections, terms, provisions, and conditions shall remain in full force and effect.

SECTION 7: Except as to code amendments set forth in this ordinance, all chapters and sections of the Morton Grove Village Code shall remain in full force and effect.

SECTION 8: This ordinance shall be effective from and after its adoption, approval, and publication as provided by law.

Passed this 27th day of June 2023.

Trustee Khan _____

Trustee Minx _____

Trustee Shiba _____

Trustee Thill _____

Trustee Travis _____

Trustee Witko _____

Approved by me this 27th day of June 2023.

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

Attested and Filed in my office this 28th day of June 2023.

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

EXHIBIT A

Plan Commission Report for PC 23-10

Dated June 6, 2023

To: Village President and Board of Trustees

From: Steve Blonz, Plan Commission Chairperson
Ralph Czerwinski, Village Administrator
Teresa Hoffman Liston, Corporation Counsel
Zoe Heidorn, Community Development Administrator

Date: June 6, 2023

Re: Plan Commission Case PC 23-10
Request for approval of a Text Amendment to Sections 12-4-4, 12-5-5, 12-7-3, and 12-17-1 of the Morton Grove Unified Development Code (Title 12) to define “moving and storage facility”, authorize use in the manufacturing districts, and establish use standards and off-street parking requirements. The applicant is MSN Logistics Group, Incorporated.

Executive Summary

On March 16, 2023, MSN Logistics Group, Incorporated (“applicant”), submitted a complete Text Amendment Application requesting approval of amendments to the Unified Development Code to allow the use of “moving and storage facility” in the M-2 Manufacturing District. The applicant has been operating a moving and storage facility at property commonly known as 8232 Lehigh Avenue in Morton Grove, which is zoned M-2, since mid-2022. Due to the nonconforming land use, the applicant has been unable to obtain a Business Compliance Certificate authorizing the business’s operation at the property.

The Text Amendment Application was considered by the Plan Commission at a Special Meeting on May 16, 2023. For the reasons set forth in this report, on May 16, 2023, the Plan Commission unanimously recommended by a vote of 7-0 that the Village Board of Trustees should approve the Text Amendment as presented.

Application

The applicant submitted a Text Amendment Application requesting the legalization of “moving and storage facilities” in the M-2 District so that they may legally operate an existing moving and storage facility at 8232 Lehigh Avenue. A moving and storage facility does not fit with any land use currently defined by Section 12-17-1 or listed in Section 12-4-4:E, which establishes use permissions for the manufacturing districts. The use is therefore prohibited Village-wide.

Staff recommended all language associated with the proposed amendments, including the definition, use standards, and off-street parking requirement, which was made part of the submitted application. Proposed use regulations were designed to ensure that the volume of truck parking occurring at a moving and storage facility is appropriately scaled to the activities being conducted within the enclosed building and that truck parking is occurring in an organized manner that does not interfere with the operation of surrounding uses. The application’s proposed amendments are provided below.

12-4-4: MANUFACTURING DISTRICTS

E. Uses

Categories Of Use	Zoning District		
	M-O/R	M-1	M-2
<u>Moving and storage facilities</u>	<u>S⁴</u>	<u>S⁴</u>	<u>P⁴</u>

⁴ See chapter 5, "Special Zoning Provisions", of this title.

12-5-5: ~~CRITERIA FOR SPECIFIC COMMERCIAL SPECIAL USES~~ USE STANDARDS

F. Moving and Storage Facilities:

1. Maximum number of off-street truck parking spaces. The maximum number of truck parking spaces for use by semitrailers, wheeled containers, or truck-trailer combinations (not including trailer positions immediately adjacent to a loading berth) at a facility cannot exceed the greater of either:
 - a. One (1) parking space for every two thousand five hundred (2,500) square feet of gross floor area under

- roof for the principal use; or
- b. Two-and-a-half (2½) parking spaces for each loading dock serving the moving and storage facility use.
2. Off-street truck parking facilities. All truck parking must occur in off-street parking facilities designed to accommodate the size of the trucks parked. Off-street truck parking facilities must delineate parking spaces with paint or other permanent materials, which must be maintained in clearly visible condition.
3. Modifications to standards. The plan commission may recommend modifications to these standards by special use provided they meet the special use standards in subsection 12-16-4:C.5 of this title.

12-7-3: OFF STREET PARKING

I. Required Spaces by Use: Off street parking spaces accessory to designated uses shall be required as identified below:

Manufacturing uses:	
Freight terminals, with or without maintenance facilities/ moving and storage companies	1.0 space per 1,000 square feet of gross floor area or 1.0 space per employee whichever is greater
<u>Moving and storage facilities</u>	<u>1.0 space per employee plus 1.0 space for each vehicle owned or used in the business</u>

12-17-1: TERMS DEFINED

MOVING AND STORAGE FACILITY: A facility used for the moving of household or office furniture, appliances, and equipment from one location to another, including the temporary storage of those same items.

Departmental Review

- **Building Department:** No comments at this time.
- **Fire Department:** No comments at this time.
- **Public Works Department/Engineering:** No comments at this time.

Public Hearings

Appearance & Traffic Safety Commission

Because the application is for an amendment to the Unified Development Code and not in relation to any specific property or project, review by the Appearance and Traffic Safety Commissions was not required.

Plan Commission

The Village of Morton Grove provided public notice for the May 16, 2023, Plan Commission public hearing for Case PC 23-10 in accordance with the Unified Development Code. The Morton Grove Champion published a public notice on April 20, 2023. Letters to surrounding property owners and a public notice sign were not required due to the application being for a Text Amendment to the Unified Development Code (Title 12) and not in relation to any particular property.

Plan Commission – May 16, 2023, Proceedings: Seven members of the Plan Commission were in attendance at the public hearing for Case PC 23-10 held on May 16, 2023.

Anne Kirchner, Assistant Land Use Planner, provided a brief introduction to the application. The staff report dated May 9, 2023, and attached hereto as “**Attachment A**,” was entered into the public record.

Ms. Kirchner stated that in the case of PC 23-10, the applicant is requesting a Text Amendment to allow the use of “moving and storage facilities” in the M-2 General Manufacturing District. Because the land use is not listed as a Permitted or Special Use in any zoning district and the use does not fit any existing land use definition, the use is currently prohibited Village-wide. She explained that the applicant currently operates a moving and storage facility at 8232 Lehigh Avenue and has been unable to obtain a Business Compliance Certificate due to the nonconforming land use.

Ms. Kirchner explained that due to concerns with excessive truck parking associated with the use as observed in other communities, staff recommends that if the use is allowed in the Village, whether as a Permitted or Special Use, certain use standards should be adopted to ensure on-site truck parking is scaled to the size of activities under roof. The proposed calculations for maximum off-street truck parking were taken from Franklin Park, a community with a large industrial base and a code that has been designed specifically to control truck parking for a variety of industrial uses.

Attorney Ronald Cope, representative of the applicant, introduced himself and the applicant. He described the current operations of the moving and storage company. He explained that they use box trucks and operate similarly to other permitted uses in the manufacturing district, such as warehouses and distribution facilities. They have complied with all Fire and Building Department concerns. They are amenable to all recommendations provided in the staff report.

Commissioner Liston asked if clients would be dropping off and picking up items from storage. Mr. Cope said the business's movers provide all transfers of belongings. No customers will be on-site.

Vice Chairman Kintner asked what percentage of the business is moving with on-site storage versus moving without on-site storage. Mr. Cope said he does not know the percentage, but the storage facility is approximately 10,000 square feet in area.

Vice Chairman Kintner asked if the parking requirement is intended for cars, trucks, or both. Ms. Heidorn said the intent is one space per employee, which would typically be a passenger vehicle, and one space for each vehicle owned or used by the business, which would typically be a truck or similar commercial vehicle.

Chairman Blonz asked where the trucks are parked currently and how many are used. Mr. Cope said there is a maximum of four trucks per the applicant's lease and there are spaces on-site marked for truck parking. Mr. English noted there are usually three to four trucks parked on-site in a location designated by the building's management.

Chairman Blonz asked for comments from the audience.

Krystina Huertas, Senior Property Manager of 8232 Lehigh Avenue, said she has no objections to the text amendment. The lease states that four trucks may be parked on-site for this business.

Vice Chairman Kintner made a motion to recommend approval of Case PC 23-10, a Text Amendment defining "moving and storage facility", authorizing the use in the manufacturing districts, and establishing use standards and off-street parking requirements, as presented in the staff report dated May 9, 2023.

The motion was seconded by Commissioner Gabriel.

Motion passes 7-0.

Final Proposed Text Amendment

The final text amendment recommended for approval by the Plan Commission is attached hereto as "**Attachment B**":

Attachments

- **Attachment A** – Staff Report to the Plan Commission for PC 23-10, prepared by Zoe Heidorn, Community Development Administrator, dated May 9, 2023
- **Attachment B** – Final Text Amendment proposed for PC 23-10

Attachment A

Staff Report to the Plan Commission for PC 23-10

Prepared by Zoe Heidorn, Community Development Administrator

Dated May 9, 2023



Village of Morton Grove

Department of Community & Economic Development

To: Chairperson Blonz and Members of the Plan Commission

From: Zoe Heidorn, Community Development Administrator; Anne Ryder Kirchner, Assistant Land Use Planner

Date: May 9, 2023

Re: **Case PC 23-10: Request for approval of a Test Amendment to Sections 12-4-4, 12-5-5, 12-7-3, and 12-17-1 of the Morton Grove Unified Development Code (Title 12) to define “moving and storage facility”, authorize use in the manufacturing districts, and establish use standards and off-street parking requirements. The applicant is MSN Logistics Group, Incorporated.**

STAFF REPORT

Public Notice

The Village of Morton Grove provided public notice for the May 16, 2023, Plan Commission public hearing for Case PC 23-10 in accordance with the Unified Development Code. The *Morton Grove Champion* published a public notice on April 20, 2023. Letters to surrounding property owners and a public notice sign were not required due to the application being for a Text Amendment to the Unified Development Code (Title 12) and not in relation to any particular property.

Application

On March 16, 2023, MSN Logistics Group, Incorporated (“applicant”), submitted a complete application requesting approval of a Text Amendment to the Unified Development Code to allow the use of “moving and storage facility” in the M-2 Manufacturing District. The applicant has been operating a moving and storage facility at property commonly known as 8232 Lehigh Avenue, which is zoned M-2, since mid-2022. The applicant has been unable to obtain a Morton Grove Business Compliance Certificate authorizing its operation at the property due to the nonconforming land use.

Per Section 12-4-1:E.4, “Uses not specified in the list for each district classification are not allowed.” Section 12-4-4:E establishes a use matrix that allows certain land uses in the M-2 District as Permitted or Special Uses. The following uses are the only uses related to “moving and storage facilities” allowed by Permitted or Special Use in the Village’s M-2 District use matrix, as defined by Section 12-17-1:

DISTRIBUTION CENTER: A facility for the temporary storage of products that will remain for a short period prior to be redistributed to retailers, wholesalers, or directly to consumers, particularly on an on-demand basis. As with such turnover, activity in a distribution center in receiving and shipping parcels is more constant and consistent than a general warehouses.

SELF-STORAGE FACILITY: A facility containing small separate storage areas of varying size leased or rented on an individual basis. Manager’s quarter’s (see definition of Manager’s Quarters, Self-Storage Facility) may or may not be included.

WAREHOUSE: A structure or room used for storage of merchandise or commodities and where no such goods are sold at either wholesale or retail. This use does not include the storage of goods incidental to a different primary use on the same lot in which the warehouse would be considered an accessory use.

WAREHOUSE, PUBLIC: A warehouse where the merchandise and/or commodities stored is occupied by several different commercial, industrial or wholesale users.

A moving and storage facility, as proposed by the applicant, provides the transport and temporary storage of personal

belongings, not merchandise, which the Merriam-Webster dictionary defines as “commodities or goods that are bought and sold in business.” The personal belongings are not redistributed to retailers, wholesalers, or directly to consumers. Moving and storage facilities do not contain separate storage areas that are rented on an individual basis. A moving and storage facility does not fit with any land use currently defined by Section 12-17-1 or listed in Section 12-4-4:E and is therefore prohibited in the Village. As such, the applicant is requesting a Text Amendment to define the land use and establish use permissions so that it may be authorized within the Village limits.

Staff notes that “Freight terminals, with or without maintenance facilities/moving and storage companies” is listed in the “Required Spaces by Use” table provided in Section 12-7-3:l. Staff maintains that this mention of the land use in the Unified Development Code does not constitute its allowance as a Permitted or Special Use in any zoning district.

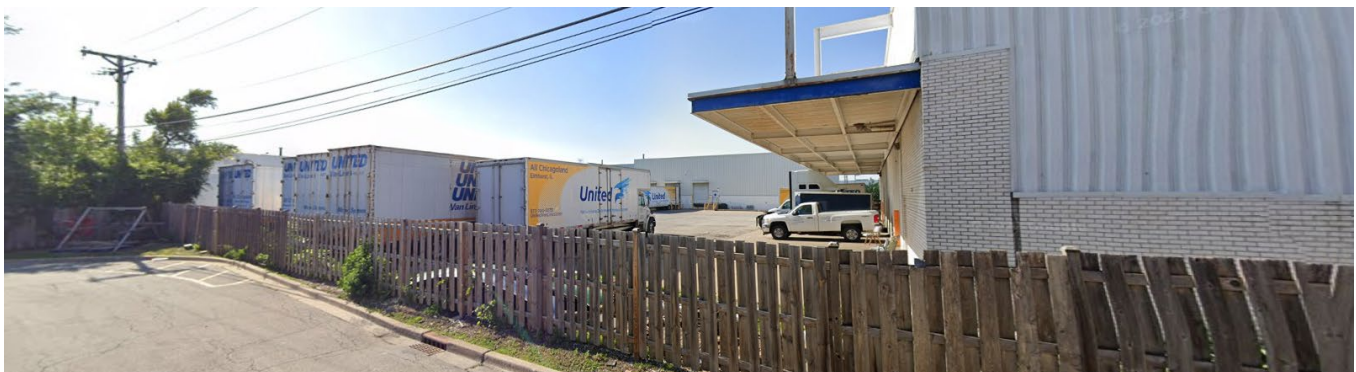
The activities occurring at a moving and storage facility typically include offices, the temporary storage of household and office belongings in warehouse space, the parking of trucks operated by the business, and the parking of employee vehicles. The images below depict exterior operations of three moving and storage facilities in the Chicago area:



Reebie Storage & Moving Co., Franklin Park, Illinois



Two Men and a Truck, Des Plaines, Illinois



Good Move Movers, Inc., Elmhurst, Illinois

Based on the applicant's proposed use and the operation of similar businesses, staff proposes the following definition for

“moving and storage facility,” which would be added in alphabetic order to Section 12-17-1, “Terms Defined.”

12-17-1: TERMS DEFINED

MOVING AND STORAGE FACILITY: A facility used for the moving of household or office furniture, appliances, and equipment from one location to another, including the temporary storage of those same items.

Staff identified communities that allow or address the use of moving and storage facilities, or similar uses, and reviewed the regulations of surrounding communities. A summary is provided in the table below. Staff found that many zoning codes do not explicitly identify the use. This may mean that the use is prohibited or that the use is classified under another land use.

Community	Identified Land Use	District Allowances	Land Use Definition
Antioch	Moving and Storage	Permitted Use: M-1 Light Manufacturing, M-2 Manufacturing	An area and/or building used for the storage of household furniture and effects, or office furnishings. Also, an enterprise engaged in the transfer of household or office furnishings and effects.
Beecher	Moving and Storage Building	Prohibited unless by Board recommendation	A building in which household goods and similar materials brought by motor truck are received and stored for future recall. Stored freight and household goods shall not be interpreted as operating a warehouse
Benton	Moving and Storage Operations	Special Use: B-2 Secondary Business District	<i>Not defined</i>
Chicago	Warehousing, Wholesaling and Freight Movement	Permitted Use: M-1 Limited Manufacturing M-2 Light Industry, M-3 Heavy Industry	Storage, wholesale sales and distribution of materials and equipment. Typical uses include storage warehouses, moving and storage firms, fulfillment centers, trucking or cartage operations, truck staging or storage areas, wholesale sales of materials and equipment to parties other than the general public and the following specific use types. . .
Evanston	<i>Not identified, closest identified uses include “commercial storage facility,” “industrial service establishment,” “warehouse establishment”</i>		
Franklin Park	Storage Facility	Special Use: C-3 General Commercial & C-5 Commercial Manufacturing Districts	A facility for the long-term storage of property where either individual renters or a business control and access storage spaces located within a fully enclosed building that is climate controlled. It is expected that any individual storage space may not accessed more than once per day. No other operations may occur on the premises.
Geneva	Moving and Storage Facilities	Permitted Use: I-1 Light Industrial, I-2 General Industrial	<i>Not defined</i>
Glenview	<i>Not identified, closest identified uses include “self-storage miniwarehouse facilities,” “warehouse and storage facilities”</i>		
Itasca	Moving and Storage Building	Prohibited unless by Board recommendation	A building in which household goods and similar materials brought by motor truck are received and stored for future recall. Stored freight and household goods shall not be interpreted as operating a warehouse.
Maywood	Transfer, Moving and Storage	Permitted Use: C-M General Commercial/ Manufacturing, M Manufacturing	<i>Not defined</i>
Niles	<i>Not identified, closest identified uses include “heavy commercial – rental and service,” “self-storage facility,” “warehouse”</i>		
Plainfield	Moving and Storage	Permitted Use: I-1 Office, Research, and Light Industrial; Special Use: I-2 General Industrial	An area and/or building used for the storage of household furniture and effects, or office furnishings. Also an enterprise engaged in the transfer of household or office furnishings and effects.
Skokie	<i>Not identified, closest identified uses include “conventional warehouse,” “self-storage facility,” “truck and freight transportation services”</i>		

Staff found that codes typically support traditional storage and warehousing uses in the industrial districts, where the items being stored are products and materials intended for distribution to retailers, not the storage of personal belongings. Where turnover of products is frequent, the use is typically referred to as a distribution facility, which is supported trucks making deliveries to and from the facility. In the case of traditional storage, warehousing, and distribution facilities, each truck movement means goods are either arriving to the facility or being taken from the facility. Therefore, the volume of truck movements is naturally scaled to the square footage of the facility or the quantity of loading docks. Any truck parking occurring on a property authorized for one of these uses but not in relation to the movement of goods to and from the facility would be considered non-accessory truck parking, a prohibited use Village-wide.

Moving and storage facilities differ from traditional storage, warehousing, and distribution facilities in that the service they provide may not be scaled to the availability of docks or square footage for storage of personal belongings. Moving trucks may only provide the service of transporting personal belongings and may not bring any of the personal belongings to the facility. A facility could theoretically provide little to no on-site storage, operating similarly to a truck parking area or yard, which is defined by Section 12-17-1 as follows:

TRUCK PARKING AREA OR YARD: Any land used or intended to be used for the storage or parking of trucks, tractors, truck trailers and including commercial vehicles, while not loading or unloading, and which exceed one and one-half (1 1/2) tons in capacity.

The use of truck parking as a principal use is prohibited in Morton Grove and most surrounding communities because it generates excessive truck traffic, damages public infrastructure, produces insignificant property tax and no sales tax, and creates few permanent jobs.

If a Text Amendment allowing the use of “moving and storage facility” is to be approved, staff recommends adding the following use regulations as an amendment to Section 12-5-5, “Criteria for Specific Commercial Special Uses,” to ensure that the volume of truck parking occurring at a moving and storage facility is appropriately scaled to the activities being conducted within the enclosed building. Staff also recommends renaming Section 12-5-5 to “Use Standards” so that it may serve as a home for all use standards. Providing specific use standards supports more administrative approval of uses as Permitted Uses because negative impacts associated with specific uses have been appropriately controlled by code rather than a lengthy Special Use approval process. Centralizing use standards improves code readability.

12-5-5: CRITERIA FOR SPECIFIC COMMERCIAL SPECIAL USES USE STANDARDS

F. Moving and Storage Facilities:

1. Maximum number of off-street truck parking spaces. The maximum number of truck parking spaces for use by semitrailers, wheeled containers, or truck-trailer combinations (not including trailer positions immediately adjacent to a loading berth) at a facility cannot exceed the greater of either:
 - a. One (1) parking space for every two thousand five hundred (2,500) square feet of gross floor area under roof for the principal use; or
 - b. Two-and-a-half (2½) parking spaces for each loading dock serving the moving and storage facility use.
2. Off-street truck parking facilities. All truck parking must occur in off-street parking facilities designed to accommodate the size of the trucks parked. Off-street truck parking facilities must delineate parking spaces with paint or other permanent materials, which must be maintained in clearly visible condition.
3. Modifications to standards. The plan commission may recommend modifications to these standards by special use provided they meet the special use standards in subsection 12-16-4:C.5 of this title.

With the above truck parking restrictions in place, staff can support the use being classified as a Permitted Use in the M-2 District. Due to the more restricted nature of the M-1 and M/O-R Districts, staff recommends that the use is listed as Special Use in those districts. The proposed amendments to Section 12-4-4:E are provided below.

12-4-4: MANUFACTURING DISTRICTS

E. Uses

Categories Of Use	Zoning District		
	M-O/R	M-1	M-2
<u>Moving and storage facilities</u>	<u>S⁴</u>	<u>S⁴</u>	<u>P⁴</u>

⁴ See chapter 5, "Special Zoning Provisions", of this title.

Section 12-7-3: currently establishes an off-street parking requirement of "1.0 space per 1,000 square feet of gross floor area or 1.0 space per employee, whichever is greater" for "freight terminals, with or without maintenance facilities/moving and storage companies." To ensure adequate off-street truck and employee parking is provided for future moving and storage facilities, recommends modifying the parking requirement to read as follows:

12-7-3: OFF STREET PARKING

I. Required Spaces by Use: Off street parking spaces accessory to designated uses shall be required as identified below:

Manufacturing uses:	
Freight terminals, with or without maintenance facilities/ moving and storage companies	1.0 space per 1,000 square feet of gross floor area or 1.0 space per employee whichever is greater
<u>Moving and storage facilities</u>	<u>1.0 space per employee plus 1.0 space for each vehicle owned or used in the business</u>

Staff notes that a positive recommendation of the proposed Text Amendment and subsequent approval by the Board does not equate to an approval of occupancy of 8232 Lehigh Avenue by the applicant. The applicant must meet all applicable building and zoning code requirements, including off-street parking requirements, before a Business Compliance Certificate is issued.

Recommendation

Should the Plan Commission recommend approval of this application, staff suggests the following motion:

Motion to recommend the approval of Case PC 23-10, a Text Amendment defining "moving and storage facility", authorizing the use in the manufacturing districts, and establishing use standards and off-street parking requirements, as presented in the staff report dated May 9, 2023 [or as modified by the Plan Commission].

Attachment B
Final Text Amendment Proposed for PC 23-10

12-4-4: MANUFACTURING DISTRICTS

E. Uses

Categories Of Use	Zoning District		
	M-O/R	M-1	M-2
<u>Moving and storage facilities</u>	<u>S⁴</u>	<u>S⁴</u>	<u>P⁴</u>

⁴ See chapter 5, "Special Zoning Provisions", of this title.

12-5-5: ~~CRITERIA FOR SPECIFIC COMMERCIAL SPECIAL USES~~ USE STANDARDS

F. Moving and Storage Facilities:

1. Maximum number of off-street truck parking spaces. The maximum number of truck parking spaces for use by semitrailers, wheeled containers, or truck-trailer combinations (not including trailer positions immediately adjacent to a loading berth) at a facility cannot exceed the greater of either:
 - a. One (1) parking space for every two thousand five hundred (2,500) square feet of gross floor area under roof for the principal use; or
 - b. Two-and-a-half (2½) parking spaces for each loading dock serving the moving and storage facility use.
2. Off-street truck parking facilities. All truck parking must occur in off-street parking facilities designed to accommodate the size of the trucks parked. Off-street truck parking facilities must delineate parking spaces with paint or other permanent materials, which must be maintained in clearly visible condition.
3. Modifications to standards. The plan commission may recommend modifications to these standards by special use provided they meet the special use standards in subsection 12-16-4:C.5 of this title.

12-7-3: OFF STREET PARKING

I. Required Spaces by Use: Off street parking spaces accessory to designated uses shall be required as identified below:

Manufacturing uses:	
Freight terminals, with or without maintenance facilities/ moving and storage companies	1.0 space per 1,000 square feet of gross floor area or 1.0 space per employee whichever is greater
<u>Moving and storage facilities</u>	<u>1.0 space per employee plus 1.0 space for each vehicle owned or used in the business</u>

12-17-1: TERMS DEFINED

MOVING AND STORAGE FACILITY: A facility used for the moving of household or office furniture, appliances, and equipment from one location to another, including the temporary storage of those same items.