



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

November 14, 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**
 - a. Special Meeting, Budget Workshop – October 16, 2023
 - b. Special Meeting, Budget Workshop – October 18, 2023
 - c. Regular Meeting – October 24, 2023
4. **Special Reports** – None
5. **Public Hearings** – 2024 Village Budget for the Village of Morton Grove and the Morton Grove Library
6. **Plan Commission Reports**
 - a. **PC 23-16:** Requesting Approval of a Text Amendment to Sections 12-2-5, 12-4-2, 12-4-3, 12-4-4, 12-5-5, 12-7-3, 12-12-1, and 12-17-1 to Establish and Modify Regulations Relating to Accessory Uses and Structures, Off-Street Parking, Massage Establishments, Truck-Related Uses, Truck Parking requirements, automotive and truck repair uses, and design standards
 - b. **PC 23-17:** Requesting Approval of a Preliminary Plat of Subdivision, Final Plat of Subdivision, and Special Use Permits for a Subdivision and Consolidation of the Subject Property into Two Lots and the Development of a Mixed-Use Development with Ground-Floor Commercial Uses and 36 (thirty-six) Residential Units

7. **Residents' Comments (agenda items only)**

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

9. **Clerk's Report** – *Family & Senior Services, Advisory Commission on Aging Condominium Association*

10. **Staff Report**

a. **Village Administration**

b. **Corporation Counsel**

11. **Reports by Trustees**

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

1. **Ordinance 23-21** (*Introduced November 14, 2023*) (*First Reading*): An Ordinance Adopting the Budgets for All Corporate Purposes of the Village of Morton Grove and the Morton Grove Library, Cook County, Illinois for the Calendar Year Effective January 1, 2024, and Ending December 31, 2024

2. **Ordinance 23-22** (*Introduced November 14, 2023*) (*First Reading*): An Ordinance Levying and Assessing Taxes for the Village of Morton Grove, Cook County, Illinois for 2023 to be Collected in the Fiscal Year Beginning January 1, 2024, and Ending December 31, 2024

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

1. **Resolution 23-41**: Authorizing the Execution of a Contract for Ambulance Billing Services

2. **Resolution 23-42**: Authorizing the Purchase of Self-Contained Breathing Apparatus (SCBA) Equipment

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

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

1. **Resolution 23-43**: Authorizing a Contract with United Door and Dock, LLC for Fire Station Garage Doors

2. **Resolution 23-44:** Guaranteeing Municipal Work Performed on State of Illinois Rights-Of-Way Within the Village of Morton Grove
 3. **Resolution 23-45:** Authorizing an Agreement with the Illinois Department of Transportation for the Improvement of Oakton Street Over Edens Expressway
 4. **Resolution 23-46:** Authorizing an Exclusive Franchise Agreement with Wastenot Inc. for Food Scrap Composting Services in the Village of Morton Grove
 5. **Resolution 23-47:** Authorizing the Purchase of Two (2) New 2023 Ford Explorers from Bredemann Ford of Glenview, Illinois
- 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 23-23** (*Introduced November 14, 2023*) (*First Reading*):
Approving a Text Amendment to Modify and Establish Regulations Relating to Accessory Uses and Structures, Off-Street Parking, Massage Establishments, Truck-Related Uses, Truck Parking, Automotive and Truck Repair Uses, and Design Standards in Morton Grove, Illinois
 2. **Ordinance 23-24** (*Introduced November 14, 2023*) (*First Reading*):
Approving Special Use Permits with Associated Waivers for a 36-Unit Mixed-Use Development and a Preliminary and Final Plat of Subdivision for Property Commonly Known as 8500-8550 Lehigh Avenue and a 0.531-Acre Portion of Chestnut Street Right of Way Approved for Vacation in Morton Grove, Illinois

13. Other Business

14. Presentation of Warrants: \$2,103,097.39

15. Residents' Comments

16. Adjournment

MINUTES OF THE OCTOBER 16, 2023
SPECIAL MEETING/ 2024 BUDGET WORKSHOP OF THE BOARD OF TRUSTEES
RICHARD T. FLICKINGER CENTER 6101 CAPULINA
MORTON GROVE, ILLINOIS 60053

Pursuant to proper notice in accordance with the Open Meetings Act, the special meeting was called to order at 6:00 p.m. by Mayor Daniel P. DiMaria who led the assemblage in the pledge of allegiance.

Clerk Eileen Scanlon Harford called the roll. In attendance were:

Elected Mayor Daniel P. DiMaria, Clerk Eileen Scanlon Harford Trustees Janine Witko, Ashur
Officials: Shiba, John Thill, Rita Minx, Connie Travis, and Saba Khan,
Absent: None

Village Staff : Village Administrator Ralph Czerwinski, Finance Director Hanna Sullivan, Assistant Village Administrator Tom Friel, Public Works Director Mike Lukich, Public Works Director of Operations Kevin Lochner, Village Engineer Chris Tomich, Police Chief Mike Simo, Fire Chief Ralph Ensign, Manager of Building and Inspectional Services Jim English, Community Development Administrator, Zoe Heidorn, and IT Manager Boyle Wong,

Guests: None

Mayor DiMaria thanked staff for their efforts in putting tonight's budget presentation together. He noted that with inflation, the Village was facing tough times, but that "we will get through it." He then turned the meeting over to Village Administrator, Ralph Czerwinski. Mr. Czerwinski noted that tonight's presentation would include an overview of the Village and the Library's 2024 Budget, and recommendations to increase certain taxes. He then distributed additional documents that summarized the background and pages of the Budget. The elected officials have been provided budget books which contain detailed information and narratives about the budget.

Mr. Czerwinski stated tonight's presentation, as in past Budget Workshops would include projected revenues and expenditures estimated in the General Fund, Enterprise Funds, TIF Funds, Fiduciary Funds, and other Funds. Village expenditures are comprised of three major components, personnel, contractual and commodities. The 2024 Proposed Budget totals \$84,130,000.00 which is a \$5,900,000.00 increase or 7.66% from 2023 Budget of \$78,140,000.00.14. The major increases are funds budgeted for the Lincoln Lehigh TIF projects (\$2.9 Million), General Fund increase (\$2.46 Million) which are pension fund increases, health insurance increases and increased personnel costs to make the Village competitive for its staffing needs. We also have increased infrastructure and capital projects costs mainly for new watermains and sewers in the amount of \$500,000. Mr. Czerwinski characterized the budget as a "Reactionary Managed Budget", as the Village needs to react to increased costs due to inflation, increased health insurance costs which are fixed costs the Village must pay. He listed the following Funding Priorities: bond rating stabilization, capital projects development, appropriate personnel costs, addressing inflationary pressures, market impacts and recruitment. We also need to address the maintenance of public facilities, and the systematic replacement of operational equipment.

The proposed General Fund budget (the Village's normal, everyday operating costs) of \$37,570,000.00 represents a \$2,465,000.00 Increase (7.02%) from the 2023 Budget of \$35,110,000.00. These increases are attributed to pension contribution increases of \$654,000.00, healthcare insurance increase of \$400,000.00, personnel cost increases budgeted in the amount of \$950,000.00, technology cost increases to upgrade Village software to be cloud based which will make us more efficient in the long run, and increased software licensing costs totaling \$150,000.00 and street improvements and public buildings cost increases in the amount of \$200,000.00.

Due to these increased costs, Mr. Czerwinski is recommending a 7.5% Property Tax increase which will generate \$868,000. Mr. Czerwinski noted that the impact of the proposed property tax increase on a \$400,000 home was approximately \$95.90. He is also recommending a 1% increase in Food & Beverage Tax which is expected to produce \$600,000. Many nearby communities have a 2% food and beverage tax. He recommends that this increase not be applied to catering facilities. He further requests a \$0.01/gallon increase in the local gas tax

which will result in \$100,000.00 of additional revenue. This additional revenue will help offset Pension Contribution Increases of 9.7% and increased Health Insurance Cost of 10.35%.

Mr. Czerwinski summarized the anticipated 2024 General Fund revenues as follows:

Source	FY 2023	FY 2024	Difference	% Change
All Taxes	\$27,272,675	\$29,275,534	\$2,002,859	7.34%
Licenses & Permit Fees	\$2,201,500	\$1,956,500	(\$245,000)	(11.13%)
Fines	\$816,500	\$816,500	\$0	0.00%
Charges for Services	\$833,650	\$1,123,650	\$290,000	34.79%
Grants	\$302,000	\$302,000	\$0	0.00%
Investment/Rental	\$110,000	\$110,000	\$0	0.00%
Transfers	\$2,066,000	\$2,306,000	\$240,000	11.62%
Miscellaneous	\$604,500	\$594,500	(\$10,000)	(1.65%)
American Rescue Plan Act (ARPA)	\$900,000	\$1,088,000	\$188,000	20.89%
Total	\$35,106,825	\$37,572,684	\$2,465,859	7.02%

General Fund Expenditures were summarized as follows:

Media/Communications	\$39,310	\$57,840	\$18,530	47.14%
Information Technology	\$764,442	\$906,859	\$142,417	18.63%
Reserves	\$154,868	\$1,112,860	\$957,992	618.59%
Police Department	\$12,112,857	\$12,509,956	\$397,099	3.28%
Fire Department	\$10,311,909	\$10,973,931	\$662,022	6.42%
PW Streets	\$3,558,015	\$3,660,200	\$102,185	2.87%
PW Municipal Buildings	\$1,048,135	\$1,121,525	\$73,390	7.00%

Trustee Thill asked if any of these expenditures were for the new Village Hall. Mr. Czerwinski stated that those expenses would be reflected in the 2025 budget, except for some architectural fees.

Ms. Sullivan also noted that pension increases were due in part to poor performance by the market and investments.

Mr. Czerwinski then reviewed the legislative schedule for the budget process. He expected a public hearing on the Budget, along with a first reading of the Budget and Levy ordinances to be held at the November 14, 2023, meeting, and a Truth in Taxation public hearing on the levy and the second reading of the budget and levy ordinances to occur on November 28. He then asked the Board for questions.

Mr. Czerwinski reviewed the following chart with the Board on a line-by-line basis:

	Page #	2023	2024	\$ Difference	% Difference	Background
GENERAL FUND						
Legislative	3	\$ 122,750	\$ 122,750	\$ -	0.00%	
Media/Communications	6	\$ 39,310	\$ 57,840	\$ 18,530	47.14%	Increased Advertising/Communication
Administration	8	\$ 686,105	\$ 738,705	\$ 52,600	7.67%	Personnel Costs
Legal	11	\$ 384,200	\$ 373,150	\$ (11,050)	-2.88%	Reduction in Muni Code software
Community & Economic Development	14	\$ 300,318	\$ 309,275	\$ 8,957	2.98%	Personnel Costs
Finance	17	\$ 2,903,878	\$ 2,881,043	\$ (22,835)	-0.79%	Reduced transfer to debt service
Information Technology	19	\$ 764,442	\$ 914,009	\$ 149,567	19.57%	Increased Licensing Fees
Reserves	22	\$ 154,868	\$ 673,000	\$ 518,132	334.56%	Collective Bargaining & Unanticipated
Police Department	24	\$ 12,112,857	\$ 12,686,821	\$ 573,964	4.74%	Pension Expense, Personnel Costs
Fire Department	27	\$ 10,311,909	\$ 11,160,931	\$ 849,022	8.23%	Pension Expense, Personnel Costs
Public Works - Administration	30		\$ 95,020	\$ 95,020		Reclassification of expenses from Other PW Departments
Public Works - Streets	32	\$ 3,558,015	\$ 3,780,350	\$ 222,335	6.25%	Increase in Concrete Work
Public Works - Engineering	35	\$ 518,971	\$ 567,545	\$ 48,574	9.36%	Specialized Engineering Review, Personnel Costs
Public Works - Vehicle Maint.	38	\$ 1,008,897	\$ 1,041,305	\$ 32,408	3.21%	Increase in cost of fuel, repair parts and services
Public Works - Municipal Bldg.	45	\$ 1,048,135	\$ 1,121,525	\$ 73,390	7.00%	Fire Dept Generator, PW roofs
Family & Senior Services/ Civic Center	40	\$ 300,670	\$ 295,275	\$ (5,395)	-1.79%	Personnel Costs Reclassified
Bldg. & Inspectional Services	42	\$ 891,500	\$ 923,140	\$ 31,640	3.55%	Enhanced Code Enforcement
Total General Fund		\$ 35,106,825	\$ 37,741,684	\$ 2,634,859	7.51%	
Enterprise - Water	47	\$ 8,122,216	\$ 8,253,896	\$ 131,680	1.62%	Water Mains
Enterprise - Sewer	50	\$ 1,624,538	\$ 1,888,285	\$ 263,747	16.24%	Austin sewer replacement increased
Enterprise - Administration	52	\$ 1,634,829	\$ 1,773,933	\$ 139,104	8.51%	Pension Expense, costs reallocated
Fire Alarm	72	\$ 305,100	\$ 320,800	\$ 15,700	5.15%	Increase in Share of RED Center
Capital Projects	54	\$ 1,360,000	\$ 1,803,000	\$ 443,000	32.57%	PW Remodel, Austin Ave., Oakton
Debt Service	56	\$ 663,963	\$ 664,213	\$ 251	0.04%	
Motor Fuel Tax Fund	66	\$ 3,049,000	\$ 2,209,000	\$ (840,000)	-27.55%	Street resurfacing completed in 2023
Emergency 911 Fund	68	\$ 420,000	\$ 443,384	\$ 23,384	5.57%	Increase in Central Dispatch costs
Solid Waste Funds	70	\$ 2,100,775	\$ 2,177,910	\$ 77,135	3.67%	Increase in collection and disposal costs
Equipment Replacement Fund	72		\$ 300,000	\$ 300,000		Equipment purchases
Liability Insurance Fund	72		\$ 100,000	\$ 100,000		New Fund - track IRMA claims
Commuter Parking Fund	72	\$ 30,200	\$ 30,200	\$ -	0.00%	
Seizure Fund	72	\$ 312,000	\$ 300,500	\$ (11,500)	-3.69%	Workstation purchased 2023
Morton Grove Days	72	\$ 160,000	\$ 170,000	\$ 10,000	6.25%	Increase in operational cost
Total Other Funds		\$ 19,782,621	\$ 20,435,121	\$ 652,501	3.30%	
Total General Operations		\$ 54,889,446	\$ 58,176,805	\$ 3,287,360	5.99%	
TIF & Economic Development						
Lehigh/Ferris TIF	58	\$ 3,222,110	\$ 2,088,810	\$ (1,133,300)	-35.17%	Final year of the TIF
Sawmill Station TIF	60	\$ 1,814,632	\$ 2,539,632	\$ 725,000	39.95%	New economic development support
Lincoln/Lehigh TIF	62	\$ 6,470,000	\$ 9,370,000	\$ 2,900,000	44.82%	New TIF Fund - Train station & developer support
Economic Development Fund	64	\$ 1,148,396	\$ 1,163,897	\$ 15,501	1.35%	Revenue Sharing - increased sales tax revenue generated
TIF & Economic Development		\$ 12,655,138	\$ 15,162,339	\$ 2,507,201	19.81%	
Pensions						
General Employees' Pension	81	\$ 1,326,000	\$ 1,426,000	\$ 100,000	7.54%	Increase reflects actual pensions
Firefighters' Pension	81	\$ 4,443,000	\$ 4,529,500	\$ 86,500	1.95%	Increase reflects actual pensions
Police Pension	81	\$ 4,831,100	\$ 5,008,100	\$ 177,000	3.66%	Increase reflects actual pensions
Total Pensions		\$ 10,600,100	\$ 10,963,600	\$ 363,500	3.43%	
TOTAL ALL FUNDS		\$ 78,144,684	\$ 84,302,744	\$ 6,158,061	7.88%	

In response to questions, Ms. Sullivan and Mayor DiMaria explained that the impact on the increased taxes and fees amount to approximately \$130.00/year or 10.00/month per household. He asked to remind residents that the Village receives only 12-13% of the total property tax bill.

Mayor DiMaria then thanked staff for their hard work.

Trustee Minx moved to adjourn the special meeting. The motion was seconded by Trustee Witko and approved unanimously pursuant to a voice vote at 7:37 PM.

Minutes by
Teresa Hoffman Liston
Corporation Counsel

**MINUTES OF THE OCTOBER 18, 2023
SPECIAL MEETING/ 2024 BUDGET WORKSHOP OF THE BOARD OF TRUSTEES
RICHARD T. FLICKINGER CENTER 6101 CAPULINA
MORTON GROVE, ILLINOIS 60053**

Pursuant to proper notice in accordance with the Open Meetings Act, the special meeting was called to order at 6:00 p.m. by Mayor Daniel P. DiMaria who led the assemblage in the pledge of allegiance. Clerk Eileen Scanlon Harford called the roll. In attendance were:

Elected Mayor Daniel P. DiMaria, Clerk Eileen Scanlon Harford Trustees Janine Witko, John Thill, Rita
Officials: Minx, Connie Travis, and Saba Khan,
Absent:

Village Staff : Village Administrator Ralph Czerwinski, Finance Director Hanna Sullivan, Assistant to the
 Village Administrator Tom Friel, Corporation Counsel Teresa Hoffman Liston,
Guests: None

Mayor DiMaria stated that this meeting was a follow up to the October 16, 2023, Budget workshop. He asked if any Trustees had any questions from staff and there were none. Trustee Minx then moved to adjourn to Executive Session for deliberations concerning salary schedules for one or more classes of employees. The motion was seconded by Trustee Witko and approved unanimously by a roll call vote at 6:02 pm.

At the conclusion of the executive session, the special meeting resumed and Trustees discussed and directed the Village Administrator to increase in the 2023 property tax levy by 9% over the 2022 levy.

Trustee Minx moved to adjourn the special meeting. The motion was seconded by Trustee Witko and approved unanimously pursuant to a voice vote at 7:04 PM.

Minutes by
Teresa Hoffman Liston
Corporation Counsel

**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
OCTOBER 24, 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 and led the assemblage in the Pledge of Allegiance. She then asked the Board for a motion to approve one of their colleagues to serve 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 Khan. Clerk Harford called the vote:

Motion passed: 6 ayes, 0 nays.

Tr. Khan aye
Tr. Thill aye

Tr. Minx aye
Tr. Travis aye

Tr. Shiba aye
Tr. Witko aye

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 October 10, 2023 Village Board Meeting as presented. Trustee Khan seconded the motion. **Motion passed unanimously via voice vote.**

IV. **SPECIAL REPORTS**

1. Saved By the Belt Awards

- a. These awards are being presented by Chief Simo and Sgt. Anderson of the Morton Grove Police Department. Chief Simo explained these are awards given to those who survived very serious vehicle accidents because they were wearing their seat belt. The awards are presented jointly on behalf of the local police department and the Illinois Department of Transportation (IDOT). The program is meant to highlight seatbelt "success stories" as a way to encourage the motoring public to wear their seat belts.

Chief Simo called to the podium Baldemar Esquivel-Orozco and Philip Whittles.

IV. **SPECIAL REPORTS** (continued)

- b. Chief Simo said that Mr. Esquivel-Orozco's vehicle was traveling east on Oakton on April 9, 2023, when a vehicle traveling west on Oakton veered into his lane and struck Mr. Esquivel-Orozco's car. Fortunately, he was wearing his seat belt, which prevented him from being ejected from the car. Sgt. Anderson presented Mr. Esquivel-Orozco with a certificate.
- c. On August 27, 2023, Philip Whittles was traveling southbound on Harlem Avenue at Beckwith when a vehicle traveling on Beckwith failed to stop at the stop sign and struck Mr. Whittles' car. His vehicle rolled over. His injuries were substantially less than what they could have been, had he not been wearing his seat belt. He, too, was not ejected from his car thanks to his seat belt. The intoxicated driver of the vehicle that struck Mr. Whittles' car fled the scene, but was later arrested.
- d. Chief Simo said the MGPD and IDOT are pleased to present these awards to two people who have demonstrated the value of using a seat belt. He thanked them both for sharing their stories, and said these are powerful positive examples of the benefits of seat belt use.

2. **Illinois Traffic Safety Challenge for 2022-23 Award**

- a. President pro-tem Witko introduced Paul Rizzo, Illinois Traffic Safety Challenge Law Enforcement Liaison, to present this award.
- b. Mr. Rizzo explained the Illinois Association of Chiefs of Police, in conjunction with IDOT, sponsor a program called the Traffic Safety Challenge. Friendly competitions are conducted between departments of similar sizes. Morton Grove is in the 35–50 officers range. Awards are based on the policies that are in place, the training officers receive, enforcement, public engagement, and effectiveness. Mr. Rizzo said, as a result of their efforts in 2022, the Morton Grove PD took first place in their size category. Additionally, there is a special award for Railroad Crossing Enforcement; the Morton Grove PD won that as well. Mr. Rizzo complimented the MGPD. The Board and assemblage applauded the Department. Chief Simo added that Sgt. Anderson was instrumental in putting the required paperwork together to qualify for these awards. The Board and assemblage applauded Sgt. Anderson for a job well done.

V. **PUBLIC HEARINGS**

NONE

VI. **PLAN COMMISSION REPORTS**

NONE

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

NONE

VIII. **PRESIDENT'S REPORT**

1. **Fall Leaf Collection**

- a. The Public Works Department has begun the annual Fall Leaf Collection Service. It started on October 16 and runs to December 1. The Village is requesting that residents place leaves in the street by the curb and away from parked cars the day before their regularly scheduled street sweeping and refuse pick-up day. As a reminder, residents should NOT include other landscaping debris, such as grass clippings, bushes, flowers, or branches in leaf piles. These items damage equipment and cause delays in completing leaf collection.
- b. The Village will only pick up leaves. Residents are cautioned not to park on top of leaf piles. Many parts on the underside of a vehicle, specifically the exhaust system, generate a great amount of heat, which could ignite the leaves.
- c. If residents choose to place leaves in containers for collection with their regular Groot trash pickup, the following procedures should be followed: A dedicated 34-gallon can or biodegradable yard wastepaper bag must be used. Please DO NOT use plastic bags for yard waste. Also, each container or branch bundle must have a yard waste sticker attached to it.

2. **Halloween Trick-or-Treat Hours**

- a. 2023 Trick or Treat hours in the Village will be from 3:30 to 7:00pm on Tuesday, October 31. Household participating in trick or treating are asked to turn on their porch or outdoor lights during the authorized hours.

Households not interested in participating should turn off their porch lights and minimize exterior lighting. Trick or treaters should only visit homes that have their porch/outdoor lights on.

3. **Veterans Day Ceremony**

- a. Morton Grove's American Legion Post 134 will have their annual Veterans Day Ceremony at the Legion Post, 6144 Dempster Street, on Sunday, November 5 beginning at 1:30 pm. The Legion has advised that there will not be a parade this year.

IX. **CLERK'S REPORT**

1. Clerk Harford noted that the November Senior luncheon will be at the Civic Center on November 3 with the theme "Thanksgiving." Seniors should reserve a spot by calling 847-868-5928.

IX. **CLERK'S REPORT** (continued)

2. Senior Programming has recently engaged with Oak Street Health (a division of CVS Health) to offer blood sugar and cholesterol screenings to local seniors. Health professionals will be at the Civic Center on the 3rd Thursday of every month at 10am to provide the service. No appointment is necessary and the screenings are free.

3. Also, as a reminder, the Morton Grove Senior Ride Share Program is supported by funds through the SafeLIGHT Foundation and private donors. The program offers free Lyft ride to registered residents who are at least 65 years old. A total of 60 MG senior "households" are currently registered and receiving services. As of the end of August, a total of 228 rides have been provided since the program's inception in late 2022. Scheduled rides are provided to grocery stores, pharmacies, and medical appointments within MG. Rides are also available to medical appointments at most area hospitals and medical buildings. The Program will continue as long as funds are available.

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.

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

C. Trustee Shiba:

- a. Trustee Shiba announced that the Environment & Natural Resources Commission invites residents to attend the annual Pumpkin Smash event on Saturday, November 4, from 9:00am to noon at the north end of Harrer Park. People should bring their used pumpkins and jack o'lanterns to the park for this fun and sustainable event. Donated pumpkins will be turned into compost for a greener Halloween. Last year, the Pumpkin Smash diverted over two tons of pumpkins to composting rather than to a landfill with thought being to "Green Your Halloween."

D. Trustee Thill:

1. Trustee Thill presented **Resolution 23-40, Authorizing a Contract With Hoerr Construction, Inc. for the 2023 Sewer Lining Program.**
 - a. The Village has an annual program to rehabilitate older sanitary, storm, and combined sewer pipes to maintain flow capacity and eliminate groundwater infiltration and inflow into the Village's sewer infrastructure. The Public Works Department developed bid and construction documents to line sewer segments on or near Palma Lane, Osceola Avenue, Lake Street, Oleander Avenue, Belleforte Avenue, and Main Street. The work required for this project was competitively bid by the City of Lake Forest, IL through the Municipal Partnering Initiative Cooperative Purchasing Group (MPI), an intergovernmental cooperative procurement program authorized by the Village's Municipal Code. Hoerr Construction, Inc. submitted the low bid. The qualifications of Hoerr Construction have been evaluated and they were determined to be qualified to perform the work. The bid amount is based on unit pricing proposed by the contractor for the number of units estimated by the Village. This contract must conform to the requirements of the Prevailing Wage Act.
 - b. The financial impact of this Resolution is not to exceed \$140,000. Since this is a unit price contract, the final contract amount will be based on the actual quantity of work performed.

Trustee Thill moved to approve Resolution 23-40, 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

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

E. **Trustee Travis:**

1. Trustee Travis announced that the Community Relations Commission (CRC) has rolled out the Winter Adopt-a-Planter program, and they're hoping all Village residents and businesses will participate by signing up to decorate and care for the large Village planters located at the train station, Civic Center, and along Dempster Street and Waukegan Road. This program provides residents an opportunity to show pride in our community by adopting a planter to decorate and care for over the season.
- a. Trustee Travis said that the majority of planters will include a 4-foot tall live evergreen tree for residents to decorate. And, new this year, some of the planters on Waukegan Road will have Red Twig Dogwood bushes planted in them as a permanent display. There will also be a few planters in various locations with a unique winter plant display. Instructions will be provided on how to decorate these planters. Online registration ends on November 10, 2023, or when all the planters have been adopted. For more information, please call 847-663-3007 or email CRC@mortongroveil.org.

F. **Trustee Witko:**

Trustee Witko had no formal report this evening, but commented that, last Wednesday, she and Trustee Travis attended the Interfaith Justice Prayer hosted by the MCC. Considering the recent darkness in the world, it was heartening to be part of the light that illuminated from the gathering of people of many faiths, comforting and supporting each other. Trustee Witko said she and Trustee Travis are grateful to represent a community of good humans, and they appreciate the MCC for bringing people together.

Trustee Travis echoed Trustee Witko's remarks, adding that she felt honored to have been a part of the compassion, understanding, and support coming out of the MCC's interfaith event, and she thanked the MCC for the opportunity to be there.

XII. **OTHER BUSINESS**

Trustee Thill noted, as reported earlier, that leaf collection has begun, and the Village has asked residents to put their leaves to be picked up in a pile at the curb. He noted that for the last two weeks, Public Works reports they're primarily picking up grass. He asked that residents who use landscaping contractors ensure that those contractors are responsible for hauling away grass, branches, and floral decorations. None of those items belong in the leaf piles. Trustee Thill said that last year, 1,200 tons of leaves were picked up. \$81,000 was spent to haul those leaves to the Solid Waste Agency of Northern Cook County. \$40,000 was spent on a contractor to support Public Works. All told, the Village spent about \$200,000 for leaf collecting. He pointed out that it's not fair to the people who "follow the rules" regarding leaf pick-up, and felt that those who don't follow the rules should pay some kind of price.

XII. **OTHER BUSINESS** (continued)

Therefore, Trustee Thill requested that Village Administrator Czerwinski provide a report of how leaf collection is handled in other surrounding municipalities. He said he was aware of at least one community that won't pick up leaves unless they've been bagged by the homeowner first.

Mr. Czerwinski said he would look into it.

XIII. **WARRANTS**

Trustee Khan presented the Warrant Register for October 24, 2023 in the amount of \$412,058.75. She moved to approve the Warrant Register as presented, seconded by Trustee Minx.

Motion passed: 6 ayes, 0 nays.

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

XIV. **RESIDENTS' COMMENTS**

1. **Ashfaq Nagori, 7101 Emerson**, said he knows Mayor DiMaria isn't here tonight, but he wanted to address the one-sided statement of sympathy issued by the mayor at a recent Board meeting. He understands there was something posted on the website offering sympathy to the Palestinians.
 - a. Mr. Nagori said he is here tonight to speak for the Palestinian people who are suffering in the world's largest Nazi-like concentration camps of Gaza and West Bank in the land which prior to 1948 was known as Palestine.
 - b. This area, with the collusion of the imperialist colonialist governments of the United Kingdom and our own US government, was decided to be unrightfully and unjustly taken from the Palestinian people and given to the racist Zionist apartheid regime of what is now Israel. Since that year, the Palestinian people who gave refuge to the Jewish families who were being driven out by Europeans during WWII have been living under oppression, injustice, and lack of freedom. Their land and properties have been and continue to be stolen from them. In addition, on a daily basis, the Palestinian people in the concentration camps of Gaza and West Bank have been denied their human rights. They have been living under the racist apartheid occupation of their homeland for over seven decades.
 - c. The Palestinian people have been deprived of their livelihoods, their food, water, electricity and movements have been blockaded and controlled. Their crops are destroyed, and many other atrocities have been and are continuing to be committed against them on a daily basis. Innocent women, children, and men are being killed indiscriminately, daily, for decades. Since the latest mass bombing campaign by Israel, over 5,000 children have been indiscriminately massacred by the Israel government, which is besides the daily atrocities committed by the Israeli government and its settlers against the native Palestinian people.

XIV.

RESIDENTS' COMMENTS (continued)

- d. All this is being hidden purposefully by our US government and media, and the powerful monied interests. Mr. Nagori requested we all open our eyes, our minds, and our hearts, and provide our sympathies, our voices, and our help in ending these atrocities against the Palestinian people, and the restoration of equality, freedom, and peace in the area and in the world. All lives matter.
2. **Asrar Ahmed, 5531 Church Street.** Mr. Ahmed said he was here to document a conversation held with trustees last week, and also wanted to piggyback on the comments of the previous speaker.
- a. He said, "It's clear that this matter matters." We're not in a world anymore where we can say, "this is happening 5,000 miles away and it doesn't affect us." It does affect us. And education about what Muslims feel, how they feel so misunderstood, judged, and under-represented, even though in education, as professionals, and in family values, Muslims feel like they are over-represented. When it comes to somehow assimilating into America, Mr. Ahmed said, we feel like we're still "the other". He brought his children with him here tonight, to show them that their father, their mother, their community, all value democracy and value the ability to be able to speak our truth, how we feel inside.
 - b. Mr. Ahmed said his daughter Hania hasn't been able to sleep for 2 weeks; his son has been inconsolable in the face of the imagery that they try not to let their kids see, because they're young, impressionable, and emotional. As parents, Mr. Ahmed said, we are struggling. We're cognizant; we care about our children and don't want to expose them to things that may not be age-appropriate. This is the world we live in—it's information overload. They hear things from other students, they see things happening in the world today.
 - c. In teaching his children about how to operate inside a democracy, and teaching others about who Muslims are by living their values, and appearing here and showing this assemblage that this is what Muslims teach their children, standing in front of the Board today. It's not true to say we teach our kids to kill. Mr. Ahmed said, "I'm Muslim, as are my children, we raise them in a family household, we are residents of Morton Grove, and we want to bring our values here with you because we love our neighbors, we participate in civic engagement, and we want to be productive members of society."
 - d. Mr. Ahmed said Hania wrote a letter to President Biden and he wanted her to read it tonight before it goes in the mail tomorrow. He added that he had spoken with Chief Simo, who was very nice and said he'd visit the MCC. For that matter, Mayor DiMaria also said he would spend time at the MCC to listen to their concerns. Mr. Ahmed said, "Developing partnerships like these will help make big strides in understanding one another." Hannia stated reading her letter but became too emotional to finish it. She wrote how it breaks her heart that children are losing their parents, and parents are losing their children. She asked the President to stop the war in Gaza and closed with, "We're counting on you."

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

3. **Rudolf Vilk, 7508 Emerson.** Mr. Vilk said has a problem with several of the trustees and feels they have not been honest with him. He also felt the other speakers were given more time tonight than he had been given.

XV. **ADJOURNMENT**

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

The meeting adjourned at 7:30 p.m.

PASSED this 14th day of November, 2023.

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

APPROVED by me this 14th day of November, 2023.

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

APPROVED and FILED in my office this 15th day of November, 2023.

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

Legislative Summary

Ordinance 23-21

**AN ORDINANCE ADOPTING THE BUDGETS FOR ALL CORPORATE PURPOSES OF THE
VILLAGE OF MORTON GROVE AND THE MORTON GROVE LIBRARY, COOK COUNTY, ILLINOIS FOR THE
CALENDAR YEAR EFFECTIVE JANUARY 1, 2024, AND ENDING DECEMBER 31, 2024**

Introduced: November 14, 2023

Purpose: The 2024 Budget represents the Corporate Authorities' projections of revenue that are expected to become available during fiscal year 2024, as well as recommended expenditures for the Village.

Background: The Budget was presented at Village Workshops held on October 16 and October 18, 2023, and a public hearing on the budget was held on November 14, 2023. Public notice of the hearing was published in the Chicago Tribune Local newspaper on November 2, 2023. The Budget has been available for inspection at the office of the Village Administrator, the Public Library, and posted on the Village's website since at least November 3, 2023.

Budget Summary:	Fund #	Fund	2024 Expenses
	02	General Fund	
		Legislative	\$ 122,750
		Media/Communication	\$ 57,840
		Administration	\$ 738,705
		Legal	\$ 373,150
		Community & Economic Development	\$ 309,275
		Finance	\$ 2,881,043
		Information Technology	\$ 914,009
		Reserves	\$ 673,000
		Police	\$12,686,821
		Fire	\$11,160,931
		Public Works	\$ 5,484,220
		Family & Senior/Civic Center	\$ 295,275
		Building & Inspectional Service	\$ 923,140
		Municipal Buildings	\$ 1,301,525
		General Fund Sub Total	\$37,921,684
		General Operations	
	03	Motor Fuel Tax	\$ 2,209,000
	07	Emergency 911	\$ 443,384
	18	Commuter Parking	\$ 30,200
	20	Debt Service	\$ 664,213
	30	Capital Projects	\$ 1,803,000
	31	Equipment Replacement Fund	\$ 300,000
	40	Water & Sewer	\$11,916,114
	41	Fire Alarm	\$ 320,800
	43	Solid Waste	\$ 2,177,910
	45	MG Days	\$ 170,000
	54	Seizure	\$ 300,500
	61	Liability Insurance Fund	\$ 100,000
		General Operations Sub Total	\$20,435,121
		TIF/Economic Develop	
	12	Sawmill Station TIF	\$ 2,539,632
	14	Lincoln Lehigh TIF	\$ 9,370,000
	15	Lehigh-Ferris TIF	\$ 2,088,810
	16	Economic Development	\$ 1,163,897
		TIF/Economic Develop Total	\$15,162,339
		Non-Pension Total	\$73,519,144
		Pensions*	
	51	Municipal Employees Retirement Fund	\$ 1,426,000
	52	Firefighters Pension	\$ 4,529,500
	53	Police Pension	\$ 5,008,100
		Pensions Total	\$10,963,600
		Library	\$ 3,874,232
		Village and Library Total	\$88,356,976

*Excludes IMRF, SLEP and OPEB Liabilities

Admin Recomd: Approval as presented.

Second Reading: Required

Special Consider: The budget is required to be passed before December 31, 2023

Submitted by: Ralph E. Czerwinski, Village Administrator
Reviewed by: Teresa Hoffman Liston, Corporation Counsel
Prepared by: Hanna Sullivan, Finance Director

ORDINANCE 23-21

AN ORDINANCE ADOPTING THE BUDGETS FOR ALL CORPORATE PURPOSES OF THE VILLAGE OF MORTON GROVE AND THE MORTON GROVE LIBRARY, COOK COUNTY, ILLINOIS FOR THE CALENDAR YEAR EFFECTIVE JANUARY 1, 2024, AND ENDING DECEMBER 31, 2024

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

WHEREAS, pursuant to Ordinance 97-53 enacted on the 11th day of November 1997, the Corporate Authorities of the Village of Morton Grove established by a two-thirds majority vote of the Village Board then holding office, the budget system, all as authorized pursuant to Statute 65 ILCS 5/8-2-9.1 and pursuant to said statute and local ordinance, the Village Administrator of the Village of Morton Grove has previously prepared and compiled the contents of the 2024 Budget and presented said Budget in tentative form for consideration by the Village Board; and

WHEREAS, the proposed annual budget has been made conveniently available for public inspection in the Office of the Village Administrator and at the Morton Grove Public Library since at least by November 3, 2023, such date being at least ten (10) days prior to the date of passage of this Ordinance by the Village Board; and

WHEREAS, the Village Board held a public hearing on the proposed annual budget on the 14th day of November 2023, such date being not less than one week after the proposed budget was made available for inspection; and

WHEREAS, notice of such hearing was given by publication in the Chicago Tribune Local-Morton Grove Champion which is a newspaper of general circulation in the Village, at least one week prior to the time of said hearing; and

WHEREAS, the budget documents are too voluminous to attach to this ordinance but comport with the budget recapitulation attached hereto as 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 annual budget of the Village of Morton Grove, Illinois for the calendar year beginning January 1, 2024, and ending December 31, 2024, pursuant to the official budget documents currently kept in the Office of the Village Administrator shall be and is hereby adopted.

SECTION 3: The Annual Budget of the Morton Grove Public Library for the fiscal year beginning January 1, 2024, and ending December 31, 2024, is attached hereto as Exhibit “B” shall be and is hereby adopted

SECTION 4: This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form according to law.

Passed this 28th day of November 2023.

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

Approved by me this 28th day of November 2023.

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

Attested by me and Filed in my office
this 29th day of November 2023.

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

EXHIBIT “A”

VILLAGE OF MORTON GROVE AND MORTON GROVE PUBLIC LIBRARY BUDGET ORDINANCE 22- CALENDAR YEAR JANUARY 1, 2024, TO DECEMBER 31, 2024

RECAPITULATION

Fund #	Fund	2024 Expenses
02	General Fund	
	Legislative	\$ 122,750
	Media/Communication	\$ 57,840
	Administration	\$ 738,705
	Legal	\$ 373,150
	Community & Economic Development	\$ 309,275
	Finance	\$ 2,881,043
	Information Technology	\$ 914,009
	Reserves	\$ 673,000
	Police	\$12,686,821
	Fire	\$11,160,931
	Public Works	\$ 5,484,220
	Family & Senior/Civic Center	\$ 295,275
	Building & Inspectional Service	\$ 923,140
	Municipal Buildings	\$ 1,301,525
	General Fund Sub Total	\$37,921,684
	General Operations	
03	Motor Fuel Tax	\$ 2,209,000
07	Emergency 911	\$ 443,384
18	Commuter Parking	\$ 30,200
20	Debt Service	\$ 664,213
30	Capital Projects	\$ 1,803,000
31	Equipment Replacement Fund	\$ 300,000
40	Water & Sewer	\$11,916,114
41	Fire Alarm	\$ 320,800
43	Solid Waste	\$ 2,177,910
45	MG Days	\$ 170,000
54	Seizure	\$ 300,500
61	Liability Insurance Fund	\$ 100,000
	General Operations Sub Total	\$20,435,121
	TIF/Economic Develop	
12	Sawmill Station TIF	\$ 2,539,632
14	Lincoln Lehigh TIF	\$ 9,370,000
15	Lehigh-Ferris TIF	\$ 2,088,810
16	Economic Development	\$ 1,163,897
	TIF/Economic Develop Total	\$15,162,339
	Non-Pension Total	\$73,519,144
	Pensions*	
51	Municipal Employees Retirement Fund	\$ 1,426,000
52	Firefighters Pension	\$ 4,529,500
53	Police Pension	\$ 5,008,100
	Pensions Total	\$10,963,600
	Library	\$ 3,874,232
	Village and Library Total	\$88,356,976

*Excludes IMRF, SLEP and OPEB Liabilities

EXHIBIT “B”
MORTON GROVE PUBLIC LIBRARY
APPROPRIATIONS AND LEVY
CALENDAR YEAR 2024

	2024 Budget
Revenues / Reciepts	
Property Tax	\$ 3,728,019
Replacement Tax	\$ 80,000
Fines	\$ 100
Lost Materials Payments	\$ 300
Photocopies/Printing	\$ 6,000
Miscellaneous Income	\$ 1,000
Grants	\$ 44,813
Interest Income	\$ 2,500
Book Sale	\$ 2,500
Donations	\$ 6,000
Vending Income	\$ 3,000
Total Revenues / Reciepts	\$ 3,874,232
Expenses (Summary)	
Salaries	\$ 1,738,079
Other Personnel Expenses	\$ 562,850
Materials / Services	\$ 635,150
Operations	\$ 638,553
Special Taxes	\$ 299,600
Transfer to Other Funds	
Total Expenses	\$ 3,874,232
Change in Fund Balance	\$ -

Legislative Summary**ORDINANCE 23-22**

**AN ORDINANCE LEVYING AND ASSESSING TAXES
FOR THE VILLAGE OF MORTON GROVE, COOK COUNTY, ILLINOIS
FOR 2023 TO BE COLLECTED IN THE FISCAL YEAR BEGINNING
JANUARY 1, 2024, AND ENDING DECEMBER 31, 2024**

Introduced: November 14, 2023

Purpose: This ordinance sets the 2023 property tax levy amount that will be collected and will fund the 2024 budget. This ordinance must be adopted and filed with the Cook County Clerk to levy property taxes within the Village of Morton Grove.

Background: Pursuant to Ordinance 23-21 the amount necessary to be levied for the 2023 property taxes is: \$11,642,534 for Village operational expenses, \$661,213 for Village debt service and \$3,728,019 for the Library. This will result in a levy of \$12,303,747 for the Village and \$3,728,019 for the Library for a total levy of \$16,031,766. By law, the Village must levy an additional \$800,800 for Village debt service payments authorized by general obligation notes and bonds for a total levy before abatements of \$16,832,566. However, the Village Board intends to adopt Resolutions that will immediately abate \$800,800 from the levy resulting in the net levy as intended by the Corporate Authorities of \$16,031,766. The effective result is a 9.0 % increase in the Village's portion of the tax levy and a 3.5% increase in the Library's portion of the tax levy, resulting in an overall increase of 7.6% from the final extended tax levy from the previous year. A public hearing on the levy was held on November 28, 2023. Public notice of the hearing was published in the Chicago Tribune Local newspaper on November 16, 2023

**Summary of
Appropriations
to be levied and
Assessed:**

Fund #	Fund Name Purpose	2024 Expenditures	Tax Levy (note 1) Requirements	Abatements	2023 Net Levy
	Village of Morton Grove				
02	<u>General Fund</u>				
	Corporate Purposes				
	General	\$ 37,021,141	\$ 4,192,500	\$ -	\$ 4,192,500
	IMRF Pension	\$ 300,000	\$ 300,000	\$ -	\$ 300,000
	C.N.A. Pension	\$ 600,543	\$ 600,543	\$ -	\$ 600,543
	General Fund sub-total	\$ 37,921,684	\$ 5,093,043	\$ -	\$ 5,093,043
52	Fire Pension Fund	\$ 4,528,500	\$ 3,190,519	\$ -	\$ 3,190,519
53	Police Pension Fund	\$ 5,008,100	\$ 3,358,972	\$ -	\$ 3,358,972
	Non-Debt sub-total	\$ 47,458,284	\$ 11,642,534	\$ -	\$ 11,642,534
	<u>Debt</u>				
15	2015 G.O. LF TIF Refinance (3)		\$ 800,800	\$ (800,800)	
20	2019 Refunding Bonds (5)		\$ 661,213		\$ 661,213
	Debt sub-total	\$ -	\$ 1,462,013	\$ (800,800)	\$ 661,213
	Village Total	\$ 47,458,284	\$ 13,104,547	\$ (800,800)	\$ 12,303,747
	Village of Morton Grove Library				
	General	\$ 3,874,232	\$ 3,728,019	\$ -	\$ 3,728,019
	Grand Total	\$ 51,332,516	\$ 16,832,566	\$ (800,800)	\$ 16,031,766

Admin Recom: Approval as presented.

Second Reading: Required

Special Consider or Requirements: A certified copy of this ordinance must be filed with the Cook County Clerk on or before the last Tuesday in December.

Submitted by: Ralph E. Czerwinski, Village Administrator
Reviewed by: Terry Liston, Corporation Counsel
Prepared by: Hanna Sullivan, Finance Director

ORDINANCE 23-22

AN ORDINANCE LEVYING AND ASSESSING TAXES FOR THE VILLAGE OF MORTON GROVE, COOK COUNTY, ILLINOIS FOR 2023 TO BE COLLECTED IN THE FISCAL YEAR BEGINNING JANUARY 1, 2024, AND ENDING DECEMBER 31, 2024

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

WHEREAS, on November 28, 2023, the President and Board of Trustees of the Village passed and approved by roll call vote, the annual Budget Ordinance 23-21 of said Village for the fiscal year beginning January 1, 2024, and ending December 31, 2024. The Ordinance was duly signed and approved by the President and Board of Trustees of the Village and attested by the Village Clerk; and thereafter it was duly published in pamphlet form by order of the President and Board of Trustees of the Village; and

WHEREAS, Pursuant to Ordinance 23-21, the amount necessary to be levied for 2023 property taxes is \$12,303,747 for the Village and \$3,728,019 for the Library for a total levy of Sixteen Million Thirty-One Thousand Seven Hundred Sixty-Six Dollars (\$16,031,766).

WHEREAS, by law the Village is required to levy an additional \$800,800 for debt service payments authorized by general obligation notes and bonds for a total levy before abatement in the amount of Sixteen Million Eight Hundred Thirty-Two Thousand Five Hundred Sixty-Six Dollars (\$16,832,566).

WHEREAS, the Village Board has adopted Resolutions that will immediately abate \$800,800 from the levy resulting in the net levy as intended by the Corporate Authorities of \$16,031,766.

WHEREAS, the Village Board held a public hearing on the proposed property tax levy on the 28th day of November 2023; and

WHEREAS, notice of such hearing was given by publication in the Chicago Tribune Local-Morton Grove Champion which is a newspaper of general circulation in the Village, at least 7 days but not more than 14 days prior to the time of said hearing.

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 total amount of appropriations for all corporate purposes legally made and to be collected from the tax levy of 2023 is hereby ascertained to be the sum of Sixteen Million Eight Hundred Thirty-Two Thousand Five Hundred Sixty-Six Dollars (\$16,832,566) of which Eight Hundred Thousand Eight Hundred Dollars (\$800,800) is abated, leaving a net property tax levy of Sixteen Million Thirty-One Thousand Seven Hundred Sixty-Six Dollars (\$16,031,766).

SECTION 3: This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form according to law.

Passed this 28th day of November 2023

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

Approved by me this 28th day of November 2023.

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

Attested by me and Filed in my office this
29th day of November 2023.

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

Legislative Summary

Resolution 23-41

AUTHORIZING THE EXECUTION OF A CONTRACT FOR AMBULANCE BILLING SERVICES

Introduced:	November 14, 2023
Purpose:	To authorize the Village Administrator to execute a contract with EMS Management & Consultants, Inc. for ambulance billing services.
Background:	<p>The Village has used a third-party vendor to bill for ambulance services for decades. The contract with the Village's current vendor, Paramedic Billing Services, Inc. has not been modified since 2010. The Fire Department has investigated companies that provide ambulance billing services for other fire service agencies in our area and received and evaluated proposals from two such vendors.</p> <p>Based on this research the Village Administrator and Fire Chief have determined that EMS Management & Consultants, Inc. can provide better service, offers access to staff for additional funding opportunities, allows access to a much broader data base, and provides better analytics, all at less expense to the Village.</p>
Programs, Departments or Groups Affected	Finance Department, Fire Department.
Fiscal Impact:	<p>EMS Management & Consultants, Inc will charge a fee of 3.75% of all monies collected through ambulance billing. The Village's prior vendor charged a fee of 5%.</p> <p>The Village currently waives any portion of its ambulance fee not covered by insurance for Morton Grove residents, and that practice will remain in place.</p>
Source of Funds:	Monies received from insurance companies and patients.
Workload Impact:	The management and supervision of this program will be performed by the Fire Department as part of their normal work activities.
Administrator Recommendation:	Approval as presented.
Second Reading:	N/A

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

RESOLUTION 23-41
AUTHORIZING THE EXECUTION OF A CONTRACT
FOR AMBULANCE BILLING SERVICES

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

WHEREAS, the Village desires to continue to outsource the invoicing and collection of ambulance service fees to a qualified third-party vendor; and

WHEREAS, the Village evaluated proposals from two ambulance billing services specifically its current ambulance billing provider Paramedic Billing Services, Inc., and EMS Management & Consultants, Inc.; and

WHEREAS, based on the review it was determined that a change to EMS Management & Consultants, Inc. (herein after EMS|MC), 3223 North Wilke Road, Arlington Heights, Illinois, will offer a better financial return to the Village and more in-depth data analytics; and

WHEREAS, EMS|MC, Inc. has agreed to commence their services effective February 1, 2024, and hold their compensation level through December 31, 2027, (initial term) at 3.75% with price adjustments allowed annually after the initial term of contract; and

WHEREAS, EMS|MC comes highly recommended by surrounding fire departments utilizing their ambulance billing services; and

WHEREAS, the fees charged by EMS|MC is less than the Village's current ambulance billing service and is equal to or below the fees charged by other vendors to other area communities of comparable size and ambulance service activity; and

WHEREAS, The Village currently waives any portion of its fees for ambulance services not covered by insurance for Morton Grove residents, and that practice will remain in place.

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 enter into a service agreement in substantial conformity with Exhibit A with EMS Management & Consultants, Inc., for ambulance billing services for a three (3) year period for the agreed upon compensation of **three and three quarter percent** (3.75%) of the ambulance service fees collected, with a contract renewal option on the same terms, for successive one (1) year terms.

SECTION 3: The Village Administrator, Finance Director, Fire Chief and their designees are authorized to take all steps necessary to implement the terms and services associated with the service agreement and to ensure the continued efficient administration of ambulance billing services.

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

Passed this 14th day of November 2023

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

Approved by me this 14th day of November 2023

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

Attested and Filed in my office this
15th day of November 2023

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

BILLING SERVICES AGREEMENT

THIS BILLING SERVICES AGREEMENT (hereinafter "Agreement"), is entered into this _____ day of _____ 2023, between EMS MANAGEMENT & CONSULTANTS, INC. (hereinafter "EMS|MC") and the VILLAGE OF MORTON GROVE, (hereinafter "Client").

WITNESSETH:

WHEREAS, EMS|MC is an ambulance billing service company with experience in providing medical billing and collection services to medical transport providers, including fire and rescue and emergency medical service (EMS) providers; and

WHEREAS, Client is normally engaged in the business of providing emergency medical services, and billable medical transportation services; and

WHEREAS, Client wishes to retain EMS|MC to provide medical billing, collection and related services as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements described below and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. ENGAGEMENT.

a. During the term of this Agreement, EMS|MC shall provide routine billing, bill processing and fee collection services reasonably required and customary for service providers of similar size and situation to Client (the "Revenue Cycle Management Services" or "RCM Services"). The RCM Services shall include: (1) preparing and submitting initial and secondary claims and bills for Client to insurers and others responsible for payment; (2) performing reasonable and diligent routine collection efforts to secure payments from primary and secondary payers and patients or other entities, (as EMS|MC, in its sole discretion deems appropriate); (3) issuing up to three patient statements for all unpaid balances; and (4) referring accounts which have not been collected during EMS|MC normal billing cycle to an outside collection agency if so directed by Client.

b. Collectively, the RCM Services that EMS|MC provides to Client shall be referred to as the "Services".

2. EMS|MC Responsibilities.

a. EMS|MC will provide the RCM Services in material compliance with all applicable state and federal laws and regulations.

b. EMS|MC will submit all “Completed Claims” to the applicable third-party payer. A “Completed Claim” is a claim for emergency medical services and billable medical transportation services that (i) is received by EMS|MC and supported by an ePCR record that contains all necessary and accurate information; (ii) has been reviewed and any identified issues sent to Client for remediation have been rectified; (iii) is for a patient encounter that has been electronically signed off by Client in the ePCR; (iv) has been reviewed by Client and deemed ready for billing; and (v) is not subject to a billing hold. EMS|MC will not have any responsibility for any adverse impact to Client that may result from any delay of Client in completing claims.

c. Accounts with outstanding balances after the insurance and/or third-party payer has determined benefits due will be billed by EMS|MC to the patient. EMS|MC will send up to three patient statements to the patient or responsible party, except as to those accounts on which an insurance carrier or third-party payer has accepted responsibility to pay. Once Client has submitted all necessary information, EMS|MC will bill all uninsured patients who are not Morton Grove Residents directly. Uninsured patients who are not Morton Grove residents shall not be billed

d. Within ten (10) business days of the last business day of the month, EMS|MC will provide to Client a month end report, which shall include an account analysis report, aging report and accounts receivables reconciliation report for the previous month. Deposit reports will be provided daily.

e. During the term of this Agreement, EMS|MC shall maintain, provide appropriate storage and data back-up for all billing records pertaining to the RCM Services provided by EMS|MC hereunder. Upon at least five (5) business days’ prior written notice, EMS|MC shall make such records accessible to Client during EMS|MC business hours. Upon termination of this Agreement, trip data pertaining to the RCM Services shall be returned to Client. Notwithstanding anything to the contrary herein, Client acknowledges and agrees that EMS|MC is not a custodian of clinical records nor a clinical records repository. Client is responsible for maintaining all clinical records in accordance with Section 3(d).

f. EMS|MC shall notify Client of (i) all patient complaints about clinical services within five (5) business days of receipt; (ii) all patient complaints about billing within ten

(10) business days of receipt; and (iii) all notices of audit, requests for medical records or other contacts or inquiries out of the normal course of business from representatives of Medicare, Medicaid or private payers with which Client contracts or any law enforcement or government agency ("Payer Inquiries") within ten (10) business days of receipt, unless such agency prohibits EMS|MC from disclosing its inquiry to Client.

g. EMS|MC will reasonably assist Client in responding to Payer Inquiries which occur in the normal course of Client's business and arise from EMS|MC's provision of the Services. If EMS|MC, in its sole discretion, determines that (i) Client is excessively utilizing EMS|MC's assistance in responding to Payer Inquiries, (ii) a Payer Inquiry is outside the normal course of Client's business; or (iii) a Payer Inquiry does not arise from the Services provided by EMS|MC, EMS|MC may charge Client, and Client shall pay, for any assistance provided by EMS|MC at EMS|MC's then current hourly rates.

h. EMS|MC is appointed as the agent of Client under this Agreement solely for the express purposes of this Agreement relating to billing and receiving payments and mail, receiving and storing documents, and communicating with hospitals and other entities to facilitate its duties. EMS|MC will have no authority to pledge credit, contract, or otherwise act on behalf of Client except as expressly set forth herein.

i. As to all payments received from Medicare, Medicaid and other government funded programs, the parties specifically acknowledge that EMS|MC will only prepare claims for Client and will not negotiate checks payable or divert electronic fund transfers to Client from Medicare, Medicaid or any other government funded program. All Medicare, Medicaid and any other government funded program payments, including all electronic fund transfers, will be deposited directly into a bank account designated by Client to receive such payments and as to such account only Client, through its officers and directors, shall have access.

j. EMS|MC will provide client with all necessary Ground Emergency Medical Transportation (GEMT) Medicare cost reporting data and will prepare and timely file all required Centers for Medicare and Medicaid Services (CMS) cost reports to the Department of Healthcare and Family Services (HFS) in order for Client to receive GEMT supplemental payments (additional Medicaid reimbursement for ambulance services, above and beyond what the State reimburses for Medicaid claims for Emergency Transportation).

k. The Services provided by EMS|MC to Client under this Agreement are conditioned on Client's fulfillment of the responsibilities set forth in this Agreement.

l. Except as expressly provided otherwise in this Agreement, EMS|MC shall have no responsibility to provide any of the following services:

- i. Determining the accuracy or truthfulness of documentation and information provided by Client;
- ii. Providing services outside the EMS|MC billing system;
- iii. Submitting any claim that EMS|MC believes to be inaccurate or fraudulent; or
- iv. Providing any service not expressly required of EMS|MC by this Agreement.

m. For Client's service dates that occurred prior to the mutually agreed go live date for the Services, Client agrees and understands that EMS|MC is not responsible for any services including, but not limited to, submitting claims or managing any denials, refunds or patient calls. As between Client and EMS|MC, Client is fully responsible for the proper billing and accounting of any remaining balances related to service dates that occurred prior to such go live date.

3. RESPONSIBILITIES OF CLIENT. The following responsibilities of Client are a condition of EMS|MC's services under this Agreement, and EMS|MC shall have no obligation to provide the Services to the extent that Client has not fulfilled these responsibilities:

- a. Client will pay all amounts owed to EMS|MC under this Agreement.
- b. Client will implement standard commercially reasonable actions and processes as may be requested by EMS|MC from time-to-time to allow EMS|MC to properly and efficiently provide the RCM Services. These actions and processes include, but are not limited to, the following:
 - i. Providing EMS|MC with complete and accurate demographic and charge information necessary for the processing of professional and/or technical component billing to third parties and/or patients including, without limitation, the following: patient identification (name, address, phone number, birth date, gender); guarantor identification and address; insurance information; report of services; special claim forms; pre-authorization numbers; and such additional information as is requested by EMS|MC;
 - ii. Providing EMS|MC with complete and accurate medical record documentation for each incident or patient service rendered for reimbursement, which is necessary to ensure proper billing and secure claim payment;

- iii. Providing EMS|MC, in a timely manner, with Patient Care Reports (PCRs) that thoroughly detail the patient's full medical condition at the time of service and include a chronological narrative of all services and treatment rendered;
- iv. Obtaining authorizations and signatures on all required forms, including consent to treat, assignment of benefits, release of information and claims;
- v. Obtaining physician certification statements (PCS) forms for all non-emergency transports and other similar medical necessity forms or prior authorization statements as deemed necessary by the payer;
- vi. Obtaining or executing all forms or documentation required by Medicare, Medicaid, CHAMPUS, and any other payer or insurance carriers to allow EMS|MC to carry out its billing and other duties under this Agreement; and
- vii. Implementing reasonable and customary charges for complete, compliant billing.

c. Client represents and warrants that the PCR and any and all associated medical records, forms and certification statements provided to EMS|MC are true and accurate and contain only factual information observed and documented by the attending field technician during the course of the treatment and transport.

d. Client shall maintain Client's own files with all original or source documents, as required by law, and only provide to EMS|MC copies of such documents. Client acknowledges that EMS|MC is not the agent of Client for storage of source documentation.

e. Client will provide EMS|MC with a copy of any existing billing policy manuals or guidelines, Medicare or Medicaid reports, or any other record or document related to services or billing of Client's accounts.

f. Client will report to EMS|MC within ten (10) business days of payments received directly by Client, and promptly notify EMS|MC of any cases requiring special handling or billing. Client shall advise EMS|MC of any Payer Inquiries within ten (10) business days of receipt.

g. Client shall ensure that any refunds posted by EMS|MC are actually issued and paid to the patient, insurer, or other payer as appropriate.

h. Client agrees to provide EMS|MC with administrative access to the ePCR system or similar access in order to run reports and review documents and attachments to better service Client's account.

i. Client shall provide EMS|MC with access to its facilities and personnel for the purpose of providing on-site and/or online training to such personnel. Client shall cooperate with EMS|MC and facilitate any training that EMS|MC wishes to provide.

j. Client shall complete EMS|MC's online training course within 90 days of the contract start date and all new hires will complete EMS|MC's online documentation training within 90 days of hire date. Newly developed training materials by EMS|MC should be mutually agreed upon by the parties to be required training.

k. Client shall comply with all applicable federal, state, and local laws, rules, regulations, and other legal requirements that in any way affect this Agreement or the duties and responsibilities of the parties hereunder.

4. EMS|MC WEB PORTALS.

a. EMS|MC shall provide Client and those individuals appointed by Client ("Users") with access to EMS|MC Web Portals (the "Portals"), which shall be subject to the applicable Terms of Use found on the Portals. To be appointed as a User, the individual must be an employee of Client or otherwise approved by Client and EMS|MC. Client is responsible for all activity of Users and others accessing or using the Portals through or on behalf of Client including, but not limited to, ensuring that Users do not share credentials for accessing the Portals. Client is also responsible for (i) identifying individuals who Client determines should be Users; (ii) determining and notifying EMS|MC of each User's rights; (iii) monitoring Users' access to and use of the Portals; (iv) acting upon any suspected or unauthorized access of information through the Portals; (v) ensuring each User's compliance with this Agreement and the Terms of Use governing the use of the Portals; and (vi) notifying EMS|MC to deactivate a User account whenever a User's employment, contract or affiliation with Client is terminated or Client otherwise desires to suspend or curtail a User's access to and use of the Portals. Client agrees to follow best practices to ensure compliance with this provision.

b. Client acknowledges that EMS|MC may suspend or terminate any User's access to the Portals (i) for noncompliance with this Agreement or the applicable Terms of Use; (ii) if such User poses a threat to the security or integrity of the Portals or information available therein; (iii) upon termination of Client; or (iv) upon notice of suspension or termination of such User by Client. Client may suspend or terminate a User's access to the Portals at any time.

5. COMPENSATION OF EMS|MC.

a. Client shall pay a fee for the Services of EMS|MC hereunder, on a monthly basis, in an amount equal to 3.75% percent of "Net Collections" as defined below (the "RCM Fee"). Net Collections shall mean all cash and check amounts including electronic fund transfers (EFTs) received by EMS|MC from payers, patients, attorney's offices, court settlements, collection agencies, government institutions, debt set-off programs, group health insurance plans, private payments, credit cards, healthcare facilities or any person or entity submitting funds on a patient's account, or any amounts paid directly to Client with or without the knowledge of EMS|MC that are paid, tendered, received or collected each month for Client's transports with exception of GEMT funds (0.0% net collections for GEMT Funds payments), less refunds processed or any other necessary adjustments to those amounts. Price adjustments for such services shall be allowed annually, after the initial term of contract., by mutual written agreement of the parties and shall not exceed the change in the average of the Consumer Price Index for all Urban Consumers, Not Seasonally Adjusted, Area: U.S. city average, Item: All item, Base Period: 1982-84=100 over the twelve months prior to the adjustment.

b. The RCM Fee is referred to as the "Compensation".

c. EMS|MC shall submit an invoice to Client by the tenth (10th) day of each month for the Compensation due to EMS|MC for the previous calendar month. The Compensation amount reflected on the invoice shall be paid pursuant to the Illinois Prompt Payment Act.

6. TERM OF AGREEMENT.

a. This Agreement shall be effective commencing on February 1, 2024, and shall thereafter continue through December 31, 2027, ("Initial Term"). This Agreement shall be binding upon the parties hereto and their respective successors, assigns, and transferees. The Agreement shall automatically renew on the same terms and conditions as stated herein, for successive one (1) year terms (each a "Renewal Term"), and may be cancelled at any time by either party upon 60 days written notice of a party's intent not to renew or terminate the Agreement. (The Initial Term and any Renewal Terms are referred to as the "Term".)

b. **Termination for Cause.** Notwithstanding Section 6(a), either party may terminate this Agreement if the other party materially breaches this Agreement, unless (i) the breaching party cures the breach within 10 days following receipt of notice describing the breach in reasonable detail, or (ii) with respect to a breach which may not reasonably be cured within a 10-day period, the breaching party commences, is diligently pursuing

cure of, and cures the breach as soon as practical following receipt of notice describing the breach in reasonable detail.

c. **Immediate Termination.** Either party may terminate this Agreement immediately as a result of the following:

- i. Injury to any customer, independent contractor, employee or agent of the other party hereto arising from the gross negligence or willful misconduct of a party;
- ii. Harassment of any employee or contractor of a party or commitment of any act by a party which creates an offensive work environment; or
- iii. Commitment of any unethical or immoral act which harms the other party or could have the effect of harming the other party.

7. RESPONSIBILITIES UPON TERMINATION.

a. Subject to Client's payment of all amounts due hereunder, upon any termination of this Agreement, and during the period of any notice of termination, EMS|MC will make available to Client or its authorized representatives data from the billing system regarding open accounts in an electronic format, and will otherwise reasonably cooperate and assist in any transition of the Services to Client, or its successor billing agent. Upon request, EMS|MC will provide to Client trip data associated with the claims submitted by EMS|MC on behalf of Client pursuant to this Agreement. EMS|MC shall retain financial and billing records not tendered or returned to Client on termination hereof for at least ten (10) years following the date of service.

b. Following termination of this Agreement, for a period of ninety (90) days (the "Wind Down"), EMS|MC will continue its billing and collection efforts as to those accounts with dates of services prior to termination, subject to the terms and conditions of this Agreement including, but not limited to, Section 5. Client will continue to provide EMS|MC with copies of checks and payments on those accounts which were filed by EMS|MC under this Agreement. EMS|MC shall have no further responsibilities as to such accounts after the Wind Down; however, EMS|MC shall be entitled to compensation as provided in Section 5(a) for such amounts filed by EMS|MC, regardless of whether such amounts are collected by Client during or after the Wind Down period. During the Wind Down and for up to twelve months following termination of this Agreement, EMS|MC shall continue to make the Portals available to Client, subject the applicable Terms of Use. Notwithstanding the foregoing, in the event EMS|MC terminated this Agreement pursuant to Sections 6(b) or 6(c), EMS|MC shall have no obligation to provide any Services after the date of termination.

8. EXCLUSIVITY AND MISCELLANEOUS BILLING POLICIES.

a. During the term of this Agreement, EMS|MC shall be Client's exclusive provider of the RCM Services. Client may not directly file, submit or invoice for any medical or medical transportation services rendered while this Agreement is in effect.

b. In addition, Client agrees not to collect or accept payment for services from any patient unless the service requested does not meet coverage requirements under any insurance program in which the patient is enrolled or the patient is uninsured. Payments received directly by Client for these services must be reported to EMS|MC as provided in Section 3(f) hereof and shall be treated as Net Collections for purposes of Section 5(a) hereof.

c. EMS|MC shall comply with all CMS regulations.

d. EMS|MC reserves the right not to submit a claim for reimbursement on any patient in which the PCR and/or associated medical records are incomplete or appear to be inaccurate or do not contain enough information to substantiate or justify reimbursement. This includes missing patient demographic information, insurance information, Physician Certification Statements (PCS) or any required crew and/or patient signatures, or otherwise contradictory medical information.

e. Client shall implement and maintain a working compliance plan ("Compliance Plan") in accordance with the most current guidelines of the U.S. Department of Health and Human Services ("HHS"). The Compliance Plan must include, but not be limited to, formal written policies and procedures and standards of conduct, designation of a compliance officer, quality assurance policy and effective training and education programs.

f. In accordance with the HHS Office of Inspector General ("OIG") Compliance Program Guidance for Third-Party Medical Billing Companies, EMS|MC is obligated to report misconduct to the government, if EMS|MC discovers credible evidence of Client's continued misconduct or flagrant, fraudulent or abusive conduct. In the event of such evidence, EMS|MC has the right to (a) refrain from submitting any false or inappropriate claims, (b) terminate this Agreement and/or (c) report the misconduct to the appropriate authorities.

9. NON-INTERFERENCE/NON-SOLICITATION OF EMS|MC EMPLOYEES.

Client understands and agrees that the relationship between EMS|MC and each of its employees constitutes a valuable asset of EMS|MC. Accordingly, Client agrees that both during the term of this Agreement and for a period beginning on the date of termination of this Agreement, whatever the reason, and ending three (3) years after the date of

termination of this Agreement (the "Restricted Period"), Client shall not, without EMS|MC's prior written consent, directly or indirectly, solicit or recruit for employment; attempt to solicit or recruit for employment; or attempt to hire or accept as an employee, consultant, contractor, or otherwise, or accept any work from EMS|MC's employees with whom Client had material contact during the term of this Agreement, in any position where Client would receive from such employees the same or similar services that EMS|MC performed for Client during the term of this Agreement. Client also agrees during the Restricted Period not to unlawfully urge, encourage, induce, or attempt to urge, encourage, or induce any employee of EMS|MC to terminate his or her employment with EMS|MC. Client has carefully read and considered the provisions of Section 9 hereof, and having done so, agrees that the restrictions set forth in such section (including, but not limited to, the time period) are fair and reasonable and are reasonably required for the protection of the legitimate interests of EMS|MC, its officers, directors, shareholders, and employees.

10. PRIVACY.

a. *Confidentiality.* The Parties acknowledge that they will each provide to the other Confidential Information as part of carrying out the terms of this Agreement. EMS|MC and Client will be both a Receiving Party and a Disclosing Party at different times. The Receiving Party agrees that it will not (i) use any such Confidential Information in any way, except for the exercise of its rights and performance of its obligations under this Agreement, or (ii) disclose any such Confidential Information to any third party, other than furnishing such Confidential Information to its employees, consultants, and subcontractors, who are subject to the safeguards and confidentiality obligations contained in this Agreement and who require access to the Confidential Information in the performance of the obligations under this Agreement. In the event that the Receiving Party is required by applicable law to make any disclosure of any of the Disclosing Party's Confidential Information, by subpoena, judicial or administrative order or otherwise, the Receiving Party will first give written notice of such requirement to the Disclosing Party, and will permit the Disclosing Party to intervene in any relevant proceedings to protect its interests in the Confidential Information, and provide full cooperation and assistance to the Disclosing Party in seeking to obtain such protection, at the Disclosing Party's sole expense. "Confidential Information" means the provisions of the Agreement (including, but not limited to, the financial terms herein) and any information disclosed by a Party (the "Disclosing Party") to the other Party (the "Receiving Party"). Information will not be deemed Confidential Information hereunder if the Receiving Party can prove by documentary evidence that such information: (a) was known to the Receiving Party prior to receipt from the Disclosing Party directly or indirectly from a source other than one

having an obligation of confidentiality to the Disclosing Party; (b) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (c) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party; or (d) is independently developed by the Receiving Party without the use of any Confidential Information of the Disclosing Party.

b. *HIPAA Compliance.* The parties agree to comply with the Business Associate Addendum, attached hereto and incorporated by reference herein as Attachment 1, documenting the assurances and other requirements respecting the use and disclosure of Protected Health Information. It is Client's responsibility to ensure that it obtains all appropriate and necessary authorizations and consents to use or disclose any individually identifiable health information in compliance with all federal and state privacy laws, rules and regulations, including but not limited to the Health Insurance Portability and Accountability Act. In the event that this Agreement is, or activities permitted or required by this Agreement are, inconsistent with or do not satisfy the requirements of any applicable privacy or security law, rule or regulation, the parties shall take any reasonably necessary action to remedy such inconsistency.

11. DISCLAIMERS, LIMITATIONS OF LIABILITY AND DISPUTE RESOLUTION

a. Each Party acknowledges that the liability limitations and warranty disclaimers in the Agreement are independent of any remedies hereunder and shall apply regardless of whether any remedy fails of its essential purpose. Client acknowledges that the limitations of liability set forth in this Agreement are integral to the amount of consideration offered and charged in connection with the Services and that, were EMS|MC to assume any further liability other than as provided in the Agreement, such consideration would of necessity be set substantially higher.

b. EMS|MC and Client acknowledge and agree that despite their best efforts, billing errors may occur from time to time. Each party will promptly notify the other party of the discovery of a billing error. EMS|MC's sole obligation in the event of a billing error will be to correct the error by making appropriate changes to the information in its system, posting a refund if appropriate, and re-billing the underlying claim if permissible.

c. Except for any express warranty provided herein or in the applicable exhibit, the services are provided on an "as is," "as available" basis. Client agrees that use of the services is at client's sole risk; and, to the maximum extent permitted by law, EMS|MC expressly disclaims any and all other express or implied warranties with respect to the services including, but not limited to, warranties of merchantability, fitness for a particular

purpose, title, non-infringement or warranties alleged to arise as a result of custom and usage.

d. A “Claim” is defined as any claim or other matter in dispute between EMS|MC and Client that arises from or relates in any way to this Agreement or to the Services, or data provided by EMS|MC hereunder, regardless of whether such claim or matter is denominated as a contract claim, tort claim, warranty claim, indemnity claim, statutory claim, arbitration demand, or otherwise.

e. To the fullest extent allowed by law, the total liability of EMS|MC to Client regarding any and all Claims shall be capped at, and shall in no event exceed, the total fees paid by Client to EMS|MC under this Agreement in the twelve (12) months prior to the event giving rise to the Claim (the “Liability Cap”). All amounts that may be potentially awarded against EMS|MC in connection with a Claim are included in and subject to the Liability Cap and shall not cause the Liability Cap to be exceeded, including, without limitation, all direct compensatory damages, interest, costs, expenses, and attorneys’ fees. Provided, however, that nothing in the foregoing shall be construed as an admission of liability by EMS|MC in any amount or as a waiver or compromise of any other defense that may be available to EMS|MC regarding any Claim.

f. To the fullest extent allowed by law, and notwithstanding any statute of limitations, statute of repose, or other legal time limit to the contrary, no Claim shall be brought by Client against EMS|MC after the earlier of the following to occur (the “Claim Time Limit”): (i) the time period for bringing an action under any applicable state or federal statute of limitations; one (1) year after the date upon which Client discovered, or should have discovered, the facts giving rise to an alleged claim; or (ii) two (2) years after the first act or omission giving rise to an alleged claim. Any Claim not brought within the Claim Time Limit is waived. The Claim Time Limit applies, without limitation, to any Claim brought in arbitration under the arbitration clause below, and shall be deemed to have been satisfied if an arbitration demand asserting such Claim is received by the American Arbitration Association (or other arbitration administrator as may be mutually agreed on by EMS|MC and Client) within the Claim Time Limit. Notwithstanding the foregoing, if a Claim has been asserted in arbitration within the Claim Time Limit, a proceeding in court to confirm, enforce, vacate, modify, correct, or amend an arbitration award resulting from such arbitration may be brought outside the Claim Time Limit as long as it is brought within the time period required by applicable law.

g. Client agrees that any Claim Client may have against EMS|MC, including EMS|MC’s past or present employees or agents, shall be brought individually and Client

shall not join such Claim with claims of any other person or entity or bring, join or participate in a class action against EMS|MC.

h. To the fullest extent allowed by law, EMS|MC and Client waive claims against each other for consequential, indirect, incidental, special, punitive, exemplary, and treble damages, and for any other damages in excess of direct, compensatory damages including, but not limited to, loss of profits, loss of data, or loss of business, regardless of whether such claim or matter is denominated as a contract claim, tort claim, warranty claim, indemnity claim, statutory claim, arbitration demand, or otherwise, even if a party has been apprised of the possibility or likelihood of such damages occurring (the “Non-Direct Damages Waiver”).

i. Subject to the Liability Cap, the Claim Time Limit and the Non-Direct Damages Waiver, EMS|MC agrees to indemnify, hold harmless, and defend Client, with reasonably acceptable counsel, from and against any fines, penalties, damages, and judgments that Client becomes legally obligated to pay to a third party proximately caused by EMS|MC’s gross negligence or willful misconduct. Provided, however, that this indemnity is subject to the following further conditions and limitations: (i) Client must provide prompt written notice to EMS|MC of the matter for which indemnity is or may be sought, within such time that no right of EMS|MC is prejudiced, and in no event no later than thirty (30) days after Client first becomes aware of the facts that give rise or may give rise to a right of indemnity; (ii) Client must allow EMS|MC the opportunity to direct and control the defense and handling of the matter for which indemnity is or may be sought; (iii) Client must not agree to any settlement or other voluntary resolution of a matter for which indemnity is or may be sought without EMS|MC’s express consent; and (iv) Client shall not seek or be entitled to indemnify for amounts that Client reimburses or refunds to Medicaid, Medicare, any governmental entity, any insurer, or any other payer as a result of medical services or medical transportation services for which Client should not have received payment in the first place under applicable rules, regulations, standards and policies. Client waives all rights of indemnity against EMS|MC not in accordance with this subsection.

j. Upon the written Agreement of the Parties, claims and disputes may be resolved by binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association then in effect, and either party may, at that party’s option, seek appropriate equitable relief in any court having jurisdiction. The hearing in such arbitration proceeding shall take place in such location as may be mutually agreed on by EMS|MC and Client. An award entered by the arbitrator(s) shall be enforceable in any court having jurisdiction.

k. In any arbitration proceeding or court proceeding regarding any Claim, the prevailing party shall be entitled to recover from the non-prevailing party the reasonable costs and expenses incurred by the prevailing party in connection with such proceeding, including, without limitation, the reasonable attorneys' fees, arbitration or court filing fees, arbitrator compensation, expert witness charges, court reporter charges, and document reproduction charges incurred by the prevailing party. Which party is the prevailing party shall be determined in light of the surrounding circumstances, such as comparing the relief requested with that awarded, and shall not be determined simply by whether one party or the other receives a net monetary recovery in its favor.

12. GENERAL.

a. Status of Parties. Nothing contained in this Agreement shall be construed as establishing a partnership or joint venture relationship between EMS|MC and Client, or as establishing an agency relationship beyond EMS|MC's service as a billing and collection agent of Client under the express terms of this Agreement. EMS|MC and its employees and representatives shall have no legal authority to bind Client.

b. Assignment. Neither this Agreement nor any rights or obligations hereunder shall be assigned by either party without prior written consent of the other party, except that this Agreement may be assigned without consent to the survivor in any merger or other business combination including either party, or to the purchaser of all or substantially all of the assets of either party.

c. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors, assigns (where permitted), and transferees.

d. Notices. All notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given: (i) on the day received, if personally delivered; (ii) on the day received if sent by a recognized overnight delivery service, according to the courier's record of delivery; and (iii) on the 5th (fifth) calendar day after the date mailed by certified or registered mail. Such notices shall be addressed as follows:

Client:

Village of Morton Grove
Attention Village Administrator
6101 Capulina Avenue
Morton Grove, IL 60053

EMS|MC:

EMS Management & Consultants, Inc.
Chief Executive Officer
2540 Empire Drive
Suite 100
Winston-Salem, NC 27103

Either party may change its address for notices under this Agreement by giving written notice of such change to the other party in accordance with the terms of this section.

e. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the laws of the State of Illinois, notwithstanding any conflicts of law rules to the contrary.

f. Integration of Terms. This instrument together with all attachments, exhibits and schedules constitutes the entire agreement between the parties, and supersedes all prior negotiations, commitments, representations and undertakings of the parties with respect to its subject matter. Without limiting the foregoing, this Agreement supersedes and takes precedence over any inconsistent terms contained in any Request for Proposal ("RFP") from Client and any response to that RFP from EMS|MC.

g. Amendment and Waiver. This Agreement may be amended or modified only by an instrument signed by all of the parties. A waiver of any provision of this Agreement must be in writing, designated as such, and signed by the party against whom enforcement of the waiver is sought. The waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach thereof.

h. Severability. If any provision of this Agreement shall not be valid for any reason, such provision shall be entirely severable from, and shall have no effect upon, the remainder of this Agreement. Any such invalid provision shall be subject to partial enforcement to the extent necessary to protect the interest of the parties hereto.

i. Force Majeure. With the exception of Client's payment obligation, a Party will not be in breach or liable for any delay of its performance of this Agreement caused by natural disasters or other unexpected or unusual circumstances reasonably beyond its control.

j. Third Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

k. Counterparts. This Agreement may be executed in multiple counterparts by a duly authorized representative of each party.

l. Survival. All terms which by their nature survive termination shall survive termination or expiration of the Agreement including, but not limited to, Sections 3(c), 3(f) – (h), 5(a), 5(c), 7, 9 – 12.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed on the later of the dates set forth below.

Each person whose signature appears hereon represents, warrants and guarantees that he/she has been duly authorized and has full authority to execute this Agreement on behalf of the party on whose behalf this Agreement is executed.

EMS|MC:

CLIENT:

EMS Management & Consultants, Inc.

Village of Morton Grove

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachment 1

Business Associate Addendum

This Business Associate Addendum (the “Addendum”) is made effective the ____ day of _____ 2023, by and between the Village of Morton Grove, hereinafter referred to as “Covered Entity,” and EMS Management & Consultants, Inc., hereinafter referred to as “Business Associate” (individually, a “Party” and collectively, the “Parties”).

WITNESSETH:

WHEREAS, the Parties wish to enter into a Business Associate Addendum to ensure compliance with the Privacy and Security Rules of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA Privacy and Security Rules”) (45 C.F.R. Parts 160 and 164); and

WHEREAS, the Health Information Technology for Economic and Clinical Health (“HITECH”) Act of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, modified the HIPAA Privacy and Security Rules (hereinafter, all references to the “HIPAA Privacy and Security Rules” include all amendments thereto set forth in the HITECH Act and any accompanying regulations); and

WHEREAS, the Parties have entered into a Billing Services Agreement (the “Agreement”) whereby Business Associate will provide certain services to Covered Entity and, pursuant to such Agreement, Business Associate may be considered a “business associate” of Covered Entity as defined in the HIPAA Privacy and Security Rules; and

WHEREAS, Business Associate may have access to Protected Health Information or Electronic Protected Health Information (as defined below) in fulfilling its responsibilities under the Agreement; and

WHEREAS, Covered Entity wishes to comply with the HIPAA Privacy and Security Rules, and Business Associate wishes to honor its obligations as a Business Associate to Covered Entity.

THEREFORE, in consideration of the Parties’ continuing obligations under the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Addendum.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Addendum shall have the definitions set forth in the HIPAA Privacy and Security Rules. In the event of an inconsistency between the provisions of this Addendum and mandatory provisions of the HIPAA Privacy and Security Rules, as amended, the HIPAA Privacy and Security Rules in effect at the time shall control. Where provisions of this Addendum are different than those mandated by the HIPAA Privacy and Security Rules, but are nonetheless permitted by the HIPAA Privacy and Security Rules, the provisions of this Addendum shall control.

The term “Breach” means the unauthorized acquisition, access, use, or disclosure of protected health information which compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information. The term “Breach” does **not** include: (1) any unintentional acquisition, access, or use of protected health information by any employee or individual acting under the authority of a covered entity

or business associate if (a) such acquisition, access, or use was made in good faith and within the course and scope of the employment or other professional relationship of such employee or individual, respectively, with the covered entity or business associate, and (b) such information is not further acquired, accessed, used, or disclosed by any person; or (2) any inadvertent disclosure from an individual who is otherwise authorized to access protected health information at a facility operated by a covered entity or business associate to another similarly situated individual at same facility; and (3) any such information received as a result of such disclosure is not further acquired, accessed, used, or disclosed without authorization by any person.

The term “Electronic Health Record” means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

The term “HIPAA Privacy and Security Rules” refers to 45 C.F.R. Parts 160 and 164 as currently in effect or hereafter amended.

The term “Protected Health Information” means individually identifiable health information as defined in 45 C.F.R. § 160.103, limited to the information Business Associate receives from, or creates, maintains, transmits, or receives on behalf of, Covered Entity.

The term “Electronic Protected Health Information” means Protected Health Information which is transmitted by or maintained in Electronic Media (as now or hereafter defined in the HIPAA Privacy and Security Rules).

The term “Secretary” means the Secretary of the Department of Health and Human Services.

The term “Unsecured Protected Health Information” means Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in guidance published in the Federal Register at 74 Fed. Reg. 19006 on April 27, 2009 and in annual guidance published thereafter.

II. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

a. Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement or this Addendum, provided that such use or disclosure would not violate the HIPAA Privacy and Security Rules if done by Covered Entity. Until such time as the Secretary issues regulations pursuant to the HITECH Act specifying what constitutes “minimum necessary” for purposes of the HIPAA Privacy and Security Rules, Business Associate shall, to the extent practicable, disclose only Protected Health Information that is contained in a limited data set (as defined in Section 164.514(e)(2) of the HIPAA Privacy and Security Rules), unless the person or entity to whom Business Associate is making the disclosure requires certain direct identifiers in order to accomplish the intended purpose of the disclosure, in which event Business Associate may disclose only the minimum necessary amount of Protected Health Information to accomplish the intended purpose of the disclosure.

b. Business Associate may use Protected Health Information in its possession for its proper management and administration and to fulfill any present or future legal responsibilities of Business Associate, provided that such uses are permitted under state and federal confidentiality laws.

c. Business Associate may disclose Protected Health Information in its possession to third parties for the purposes of its proper management and administration or to fulfill any present or future legal responsibilities of Business Associate, provided that:

1. the disclosures are required by law; or

2. Business Associate obtains reasonable assurances from the third parties to whom the Protected Health Information is disclosed that the information will remain confidential and be used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party, and that such third parties will notify Business Associate of any instances of which they are aware in which the confidentiality of the information has been breached.

d. Until such time as the Secretary issues regulations pursuant to the HITECH Act specifying what constitutes “minimum necessary” for purposes of the HIPAA Privacy and Security Rules, Business Associate shall, to the extent practicable, access, use, and request only Protected Health Information that is contained in a limited data set (as defined in Section 164.514(e)(2) of the HIPAA Privacy and Security Rules), unless Business Associate requires certain direct identifiers in order to accomplish the intended purpose of the access, use, or request, in which event Business Associate may access, use, or request only the minimum necessary amount of Protected Health Information to accomplish the intended purpose of the access, use, or request. Covered Entity shall determine what quantum of information constitutes the “minimum necessary” amount for Business Associate to accomplish its intended purposes.

e. Business Associate may use Protected Health Information to de-identify such information in accordance with 45 C.F.R. § 164.514(b) for Business Associate’s own business purposes or in connection with the services provided pursuant to the Agreement or to provide Data Aggregation services to Customer as permitted by 45 C.F.R. 164.504(e)(2)(i)(b). Once the Protected Health Information has been de-identified or aggregated, it is no longer considered Protected Health Information governed by this Addendum.

III. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

a. Business Associate acknowledges and agrees that all Protected Health Information that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity’s behalf shall be subject to this Addendum.

b. Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement, this Addendum or as required by law.

c. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of Protected Health Information other than as provided for by this Addendum. Specifically, Business Associate will:

1. implement the administrative, physical, and technical safeguards set forth in Sections 164.308, 164.310, and 164.312 of the HIPAA Privacy and Security Rules that reasonably and appropriately protect the confidentiality, integrity, and availability of any Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity, and, in accordance with Section 164.316 of the HIPAA Privacy and Security Rules, implement and maintain reasonable and appropriate policies and procedures to enable it to comply with the requirements outlined in Sections 164.308, 164.310, and 164.312; and

2. report to Covered Entity any use or disclosure of Protected Health Information not provided for by this Addendum of which Business Associate becomes aware. Business Associate shall report to Covered Entity any Security Incident of which it becomes aware. Notice is deemed to have been

given for unsuccessful Security Incidents, such as (i) “pings” on an information system firewall; (ii) port scans; (iii) attempts to log on to an information system or enter a database with an invalid password or user name; (iv) denial-of-service attacks that do not result in a server being taken offline; or (v) malware (*e.g.*, a worms or a virus) that does not result in unauthorized access, use, disclosure, modification or destruction of Protected Health Information.

d. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Addendum to Business Associate with respect to such information.

e. Business Associate agrees to comply with any requests for restrictions on certain disclosures of Protected Health Information to which Covered Entity has agreed in accordance with Section 164.522 of the HIPAA Privacy and Security Rules and of which Business Associate has been notified by Covered Entity. In addition, and notwithstanding the provisions of Section 164.522 (a)(1)(ii), Business Associate agrees to comply with an individual’s request to restrict disclosure of Protected Health Information to a health plan for purposes of carrying out payment or health care operations if the Protected Health Information pertains solely to a health care item or service for which Covered Entity has been paid by in full by the individual or the individual’s representative.

f. At the request of the Covered Entity and in a reasonable time and manner, not to extend ten (10) business days, Business Associate agrees to make available Protected Health Information required for Covered Entity to respond to an individual’s request for access to his or her Protected Health Information in accordance with Section 164.524 of the HIPAA Privacy and Security Rules. If Business Associate maintains Protected Health Information electronically, it agrees to make such Protected Health Information available electronically to the applicable individual or to a person or entity specifically designated by such individual, upon such individual’s request.

g. At the request of Covered Entity and in a reasonable time and manner, Business Associate agrees to make available Protected Health Information required for amendment by Covered Entity in accordance with the requirements of Section 164.526 of the HIPAA Privacy and Security Rules.

h. Business Associate agrees to document any disclosures of and make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy and Security Rules.

i. Business Associate agrees that it will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, available to the Secretary for the purpose of determining Covered Entity’s compliance with the HIPAA Privacy and Security Rules, in a time and manner designated by the Secretary, subject to attorney-client and other applicable privileges.

j. Business Associate agrees that, while present at any Covered Entity facility and/or when accessing Covered Entity’s computer network(s), it and all of its employees, agents, representatives and subcontractors will at all times comply with any network access and other security practices, procedures and/or policies established by Covered Entity including, without limitation, those established pursuant to the HIPAA Privacy and Security Rules.

k. Business Associate agrees that it will not directly or indirectly receive remuneration in exchange for any Protected Health Information of an individual without the written authorization of the individual or the individual’s representative, except where the purpose of the exchange is:

1. for public health activities as described in Section 164.512(b) of the Privacy and Security Rules;

2. for research as described in Sections 164.501 and 164.512(i) of the Privacy and Security Rules, and the price charged reflects the costs of preparation and transmittal of the data for such purpose;

3. for treatment of the individual, subject to any further regulation promulgated by the Secretary to prevent inappropriate access, use, or disclosure of Protected Health Information;

4. for the sale, transfer, merger, or consolidation of all or part of Business Associate and due diligence related to that activity;

5. for an activity that Business Associate undertakes on behalf of and at the specific request of Covered Entity;

6. to provide an individual with a copy of the individual's Protected Health Information pursuant to Section 164.524 of the Privacy and Security Rules; or

7. other exchanges that the Secretary determines in regulations to be similarly necessary and appropriate as those described in this Section III.k.

l. Business Associate agrees that it will not directly or indirectly receive remuneration for any written communication that encourages an individual to purchase or use a product or service without first obtaining the written authorization of the individual or the individual's representative, unless:

1. such payment is for a communication regarding a drug or biologic currently prescribed for the individual and is reasonable in amount (as defined by the Secretary); or

2. the communication is made on behalf of Covered Entity and is consistent with the terms of this Addendum.

m. Business Associate agrees that if it uses or discloses patients' Protected Health Information for marketing purposes, it will obtain such patients' authorization before making any such use or disclosure.

n. Business Associate agrees to implement a reasonable system for discovery of breaches and method of risk analysis of breaches to meet the requirements of HIPAA, The HITECH Act, and the HIPAA Regulations, and shall be solely responsible for the methodology, policies, and procedures implemented by Business Associate.

o. State Privacy Laws. Business Associate shall understand and comply with state privacy laws to the extent that state privacy laws are not preempted by HIPAA or The HITECH Act.

IV. BUSINESS ASSOCIATE'S MITIGATION AND BREACH NOTIFICATION OBLIGATIONS

a. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Addendum.

b. Following the discovery of a Breach of Unsecured Protected Health Information, Business Associate shall notify Covered Entity of such Breach without unreasonable delay and in no case later than forty-five (45) calendar days after discovery of the Breach. A Breach shall be treated as discovered by Business Associate as of the first day on which such Breach is known to Business Associate or, through the exercise of reasonable diligence, would have been known to Business Associate.

c. Notwithstanding the provisions of Section IV.b., above, if a law enforcement official states to Business Associate that notification of a Breach would impede a criminal investigation or cause damage to national security, then:

1. if the statement is in writing and specifies the time for which a delay is required, Business Associate shall delay such notification for the time period specified by the official; or

2. if the statement is made orally, Business Associate shall document the statement, including the identity of the official making it, and delay such notification for no longer than thirty (30) days from the date of the oral statement unless the official submits a written statement during that time.

Following the period of time specified by the official, Business Associate shall promptly deliver a copy of the official's statement to Covered Entity.

d. The Breach notification provided shall include, to the extent possible:

1. the identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach;

2. a brief description of what happened, including the date of the Breach and the date of discovery of the Breach, if known;

3. a description of the types of Unsecured Protected Health Information that were involved in the Breach, if known (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

4. any steps individuals should take to protect themselves from potential harm resulting from the Breach; and

5. a brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches.

e. Business Associate shall provide the information specified in Section IV.d., above, to Covered Entity at the time of the Breach notification if possible or promptly thereafter as information becomes available. Business Associate shall not delay notification to Covered Entity that a Breach has occurred in order to collect the information described in Section IV.d. and shall provide such information to Covered Entity even if the information becomes available after the forty-five (45)-day period provided for initial Breach notification.

V. OBLIGATIONS OF COVERED ENTITY

a. Upon request of Business Associate, Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with Section 164.520 of the HIPAA Privacy and Security Rules.

b. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.

c. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information to which Covered Entity has agreed in accordance with Section 164.522 of the HIPAA Privacy and Security Rules, and Covered Entity shall inform Business Associate of the termination of any such restriction, and the effect that such termination shall have, if any, upon Business Associate's use and disclosure of such Protected Health Information.

VI. TERM AND TERMINATION

a. Term. The Term of this Addendum shall be effective as of the date first written above, and shall terminate upon the later of the following events: (i) in accordance with Section VII.c., when all of the Protected Health Information provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity or, if such return or destruction is infeasible, when protections are extended to such information; or (ii) upon the expiration or termination of the Agreement.

b. Termination for Cause. Upon Covered Entity's knowledge of a material breach of this Addendum by Business Associate and Business Associate's failure to cure such breach within thirty (30) days of receiving notice of same from Covered Entity, Covered Entity shall have the right to terminate this Addendum and the Agreement.

c. Effect of Termination.

1. Except as provided in paragraph 2. of this subsection, upon termination of this Addendum, the Agreement or upon request of Covered Entity, whichever occurs first, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Neither Business Associate nor its subcontractors or agents shall retain copies of the Protected Health Information.

2. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible and shall extend the protections of this Addendum to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

VII. MISCELLANEOUS

a. **No Rights in Third Parties.** Except as expressly stated herein, the Parties to this Addendum do not intend to create any rights in any third parties.

b. **Survival.** The obligations of Business Associate under Section VII(c) of this Addendum shall survive the expiration, termination, or cancellation of this Addendum, the Agreement, and/or the business relationship of the parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

c. **Amendment.** This Addendum may be amended or modified only in a writing signed by the Parties. The Parties agree that they will negotiate amendments to this Addendum to conform to any changes in the HIPAA Privacy and Security Rules as are necessary for Covered Entity to comply with the current requirements of the HIPAA Privacy and Security Rules. In addition, in the event that either Party believes in good faith that any provision of this Addendum fails to comply with the then-current requirements of the HIPAA Privacy and Security Rules or any other applicable legislation, then such Party shall notify the other Party of its belief in writing. For a period of up to thirty (30) days, the Parties shall address in good faith such concern and amend the terms of this Addendum, if necessary to bring it into compliance. If, after such thirty (30)-day period, the Addendum fails to comply with the HIPAA Privacy and Security Rules or any other applicable legislation, then either Party has the right to terminate this Addendum and the Agreement upon written notice to the other party.

d. **Independent Contractor.** None of the provisions of this Addendum are intended to create, nor will they be deemed to create, any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Addendum and any other agreements between the Parties evidencing their business relationship.

e. **Interpretation.** Any ambiguity in this Addendum shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Privacy and Security Rules.

f. **Certain Provisions Not Effective in Certain Circumstances.** The provisions of this Addendum relating to the HIPAA Security Rule shall not apply to Business Associate if Business Associate does not receive any Electronic Protected Health Information from or on behalf of Covered Entity.

g. **Ownership of Information.** Covered Entity holds all right, title, and interest in and to the PHI and Business Associate does not hold and will not acquire by virtue of this Addendum or by virtue of providing goods or services to Covered Entity, any right, title, or interest in or to the PHI or any portion thereof.

h. **Entire Agreement.** This Addendum is incorporated into, modifies and amends the Agreement, inclusive of all other prior amendments or modifications to such Agreement. The terms and provisions of this Addendum shall control to the extent they are contrary, contradictory or inconsistent with the terms of the Agreement. Otherwise, the terms and provisions of the Agreement shall remain in full force and effect and apply to this Addendum.

IN WITNESS WHEREOF, the Parties have executed this Addendum as of the day and year written above.

Each person whose signature appears hereon represents, warrants and guarantees that he/she has been duly authorized and has full authority to execute this Agreement on behalf of the party on whose behalf this Agreement is executed.

Business Associate:

Covered Entity:

EMS Management & Consultants, Inc.

Village of Morton Grove

By: _____

By: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____

Legislative Summary

Resolution 23-42

AUTHORIZING THE PURCHASE OF SELF-CONTAINED BREATHING APPARATUS (SCBA) EQUIPMENT

Introduced:	November 14, 2023
Purpose:	To authorize the Village Administrator to execute a contract with Air One Equipment Inc. for the purchase of Mine Safety Appliances (MSA) Fire Service Self-Contained Breathing Apparatus (SCBA).
Background:	Self-Contained Breathing Apparatus (SCBA) is essential equipment used by firefighters to protect their airways from toxic gas and harmful particulates in smoke and hazardous atmospheres. The Village's current SCBA equipment is over 13 years old and needs replacement. The Department investigated and field tested SCBA equipment manufactured by various companies and has determined that Mine Safety Appliances (MSA) SCBA equipment, is currently used by the Village and many near-by fire service agencies, has proven to be reliable, high-quality, cost-effective, and best meets the department's needs. Air One Equipment Inc., of South Elgin, Illinois is the sole source distributor of MSA SCBA equipment in this area. The Houston-Galveston Area Council (H-GAC) Cooperative Purchasing Program is a cooperative procurement program pursuant to Village Code Section 1-9A-4B and has negotiated a group purchasing contract with Air One Equipment Inc for MSA SCBA equipment. This Resolution will authorize the purchase of 34 MSA G1 Fire Service SCBA units, 61 45-minute carbon fiber cylinders, buddy breathing capability with rescue hose, heads-up display system, and integrated voice amplification with a 15-year warranty on the equipment for the purchase price of \$292,580.
Departments Affected	Fire Department
Fiscal Impact:	\$292,580.00
Source of Funds:	FD Operational Equipment – 02-40-15-56-4200 (American Rescue Plan Act of 2021 (ARPA) Funds.)
Workload Impact:	Contract implementation, and training of the equipment will be performed by the Fire Department as part of its normal training and work activities.
Administrator Recommendation:	Approval as presented
First Reading:	Not Required
Special Considerations or Requirements:	None

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

RESOLUTION 23-42

AUTHORIZING THE PURCHASE OF SELF-CONTAINED BREATHING APPARATUS (SCBA) EQUIPMENT

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

WHEREAS, the Fire Department desires to purchase new self-contained breathing apparatus (SCBA) to replace its 13-year-old existing units due to age, condition, and code requirements; and

WHEREAS, the Department investigated and field tested SCBA equipment manufactured by various companies and has determined that Mine Safety Appliances (MSA) SCBA equipment, is currently used by the Village and many near-by fire service agencies, has proven to be reliable, high-quality, cost-effective, and best meets the department's needs; and

WHEREAS, Air One Equipment Inc., of South Elgin, Illinois is the sole source distributor of MSA SCBA equipment in this area; and

WHEREAS, The Houston-Galveston Area Council (H-GAC) Cooperative Purchasing Program is a cooperative procurement program pursuant to Village Code Section 1-9A-4B and has negotiated group purchasing pricing with Air One Equipment Inc for MSA SCBA equipment for MSA 34 NFPA 1981 & 1982 compliant (2018 Edition) MSA G1, 4500psi SCBA units, 61 carbon fiber 4500psi cylinders, and other ancillary equipment to complete the order, including a 15-year warrant for the purchase price of \$292,580; and

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

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

SECTION 2: The Village Administrator is authorized to enter into an agreement with Air One Equipment Inc. of South Elgin, IL for the purchase of MSA SCBA equipment pursuant to its quotation attached hereto as Exhibit A.

SECTION 3: The Village Administrator and the Fire Chief and their designees are hereby authorized to take all steps necessary to implement and perform the Village's obligations pursuant to this agreement.

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

Passed this 14th day of November 2023

Trustee Khan _____

Trustee Minx _____

Trustee Shiba _____

Trustee Thill _____

Trustee Travis _____

Trustee Witko _____

Approved by me this 14th day of November 2023

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

Attested and Filed in my office this
15th day of November 2023

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



Air One Equipment, Inc.
 360 Production Drive, South Elgin IL 60177
 Telephone: (847) 289-9000 Fax: (847) 289-9001
 website: www.aoe.net

G1 SCBA QUOTATION

FOR: MORTON GROVE FIRE DEPARTMENT
 6250 LINCOLN AVE
 MORTON GROVE, IL 60053

DATE: 10/25/2023

ATTN: GEORGE CARLSON

REF: G1 2018 EDITION SCBA

Qty	Part Number	DESCRIPTION:	Each	Extended
34	* ATO *	MSA G1 FIRE SERVICE SCBA; 2018 EDITION; TO INCLUDE:	\$5,695.00	\$193,630.00
		4500 PSI, QC REMOTE CONNECTION, STANDARD HARNESS WITH		
		REMOVEABLE SHOULDER & CHEST STRAPS, METAL CYLINDER BAND,		
		ADJUSTABLE SWIVELING LUMBAR PAD, SOLID COVER REGULATOR		
		UNIVERSAL RIT CONNECTION, HEADS UP DISPLAY SYSTEM,		
		INTEGRATED VOICE AMPLIFIER SYSTEM, RIGHT SHOULDER		
		PASS ALARM, and RECHARGEABLE BATTERY PACK		
61	10175708	45-MINUTE (4500PSI) CARBON CYLINDERS W/QUICK CONNECT	\$1,050.00	\$64,050.00
		SCBA UPGRADE OPTIONS:		
34	* EXT II *	MSA EXTENDAIRE II EEBS/BUDDY BREATHING W/RESCUE HOSE	\$525.00	\$17,850.00
		PERSONNEL FACEPIECES		
4	10156459	MSA G1 FACEPIECE; NFPA 2018 EDITION; WITH 4-PT HARNESS	\$345.00	\$1,380.00
		G1 SCBA ACCESSORIES		
2	10158385	G1 RECHARGEABLE BATTERY 6-BANK CHARGER	\$600.00	\$1,200.00
12	10148741-SP	G1 RECHARGEABLE BATTERY	\$350.00	\$4,200.00
7	10162403	QUICK CONNECT FILL STATION ADAPTER	\$440.00	\$3,080.00
2	10217176	G1 RIT CONVERSION UEBSS LESS FACEPIECE	\$950.00	\$1,900.00
1	FIT TEST ADAPTER	PORTACOUTN FIT TEST ADAPTER	\$300.00	\$300.00
2	SAR	G1 PREMAIRE ESCAPE RESPIRATOR ATO: PCG31DC2F1	\$2,495.00	\$4,990.00
			Total of All Equipment:	\$292,580.00

NOTES:

1. ALL SCBA MEET NFPA 1981 & 1982 - 2018 EDITION.
2. ALL SCBA HAVE MSA 15 YEAR WARRANTY.
3. INCLUDES IN-SERVICE TRAINING
4. QUOTE VALID UNTIL 11-30-2023

Thank You!

Estimated Delivery:

JOHN DINNSEN

ON REQUEST

Air One Equipment, Inc.

Legislative Summary

Resolution 23-43

AUTHORIZING A CONTRACT WITH UNITED DOOR AND DOCK, LLC FOR FIRE STATION GARAGE DOORS

Introduced:	November 14, 2023
Purpose:	To authorize the Village Administrator to execute a contract with United Door and Dock, LLC, to install six garage doors, one garage door opener, one set of photo eyes, and six garage door safety lights at Fire Station 4.
Background:	<p>The Fire Department staff at Fire Station #4, located at 6250 Lincoln Avenue, utilizes six garage doors to respond to emergency calls twenty-four hours per day. The proper function of the garage doors is vital for the efficient response of emergency vehicles. The existing garage doors at Fire Station 4 are nearly 30 years old, frequently require repairs, and are near the end of their useful service life. Replacing the garage doors now is recommended to prevent disruption to emergency response by Fire Department staff.</p> <p>This contract was bid through a public process in accordance with village requirements. Two sealed bids were received. The bid tabulation is attached in Exhibit "A." United Door and Dock, LLC submitted the low bid of \$75,587.00. References provided by United Door and Dock were investigated and are favorable. This contract must conform to the requirements of the Prevailing Wage Act</p>
Programs, Departments or Groups Affected	Public Works and Fire Department staff.
Fiscal Impact:	\$75,587.00
Source of Funds:	Account Numbers 15-10-79-57-1031
Workload Impact:	The Public Works Department, as part of their normal work activities, will manage and implement the project.
Administrator Recommendation:	Approval as presented.
Second Reading:	Not Required
Special Considerations or Requirements:	None

Submitted by: Ralph E. Czerwinski, Village Administrator
Reviewed by: Terry Hoffman Liston, Corporation Counsel
Reviewed by: Mike Lukich, Director of Public Works
Prepared by: Bill Burns, Public Works Superintendent

RESOLUTION 23-43

AUTHORIZING A CONTRACT WITH UNITED DOOR AND DOCK, LLC FOR FIRE STATION GARAGE DOORS

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

WHEREAS, The Fire Department staff at Fire Station #4, located at 6250 Lincoln Avenue, utilizes six garage doors to respond to emergency calls twenty-four hours per day; and

WHEREAS, the proper function of the garage doors is vital for the efficient response of emergency vehicles and;

WHEREAS, the garage doors at Fire Station #4 are ~~over~~nearly 30~~over~~ years old, and

WHEREAS, the garage doors frequently require repairs and are near the end of their useful service life; and

WHEREAS, the Public Works Department advertised on the Village's website on October 10, 2023, inviting bids for the replacement of six garage doors, one garage door opener, one set of photo eyes, and the installation of six garage door safety light systems; and

WHEREAS, two bids were received, publicly opened, and read at the Village Hall Facility at 10:00 a.m. on Tuesday, October 24, 2023, with tabulation of bids included in Exhibit "A" as well as listed below:

<u>Firm</u>	<u>Location</u>	<u>Proposal Amount</u>
High Cycle Garage Door, LLC	Inverness, IL	\$120,587.00
United Door and Dock, LLC	Glendale Heights, IL	\$75,587.00

WHEREAS, the client references furnished by United Door and Dock, LLC were investigated and are favorable; and

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

WHEREAS, funding for the above work for \$75,587.00 is available in the 2023 Budget Lehigh Ferris TIF account Number 151079-571031.

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

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

SECTION 2: The Corporate Authorities accept the bid of United Door and Dock, LLC of 380 Windy Point Drive Glendale Heights, IL 60139 for \$75,587.00.

SECTION 3: The Village Administrator is hereby authorized to execute a contract with United Door and Dock, LLC for “Fire Station Garage Doors” for \$75,587.00.

SECTION 5: The Village Administrator and Director of Public Works and their designees are authorized to take all steps necessary to implement the contract with United Door and Dock, LLC.

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

Passed this 14th day of November 2023

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

Approved by me this 14th day of November 2023

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

Attested and Filed in my office this
15th day of November 2023

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

Exhibit "A"

Village of Morton Grove, Cook County, Illinois
Fire Station Garage Doors
Bid Tabulation
Bid Opening: October 24, 2023 at 10:00 AM
Florence Avenue

				Engineer's Estimate		High Cycle Garage LLC 247 Florence Avenue Inverness, IL 60010		United Door and Dock LLC 380 Windy Point Drive Glendale Heights, IL 60139	
PAY ITEM	PAY ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST
A	Removal and disposal of six (6) garage doors, related hardware, and one (1) garage door opener and installation of six(6) garage doors with associated hardware according to the specification, installation of one (1) set of photo eyes and six (6) garage door safety light systems and all other incidental work necessary to complete this improvement according to the contract documents.	1	1	\$110,000.00	\$110,000.00	\$120,746.00	\$120,746.00	\$75,587.00	\$75,587.00
CORRECTED TOTAL PROPOSAL AMOUNT				\$110,000.00		\$120,746.00		\$75,587.00	
AS-READ PROPOSAL AMOUNT						\$120,746.00		\$75,587.00	

Apparent Low Bidder: United Door and Dock LLC
Apparent Low Bid Amount: \$75,587.00
Engineer's Estimate of Cost: \$110,000.00
Difference: -\$34,413.00

Legislative Summary

Resolution 23-44

GUARANTEEING MUNICIPAL WORK PERFORMED ON STATE OF ILLINOIS RIGHTS-OF-WAY WITHIN THE VILLAGE OF MORTON GROVE

Introduced:	November 14, 2023
Purpose:	To provide a guarantee to the State of Illinois that all work performed by the Village within the State's rights-of-way in 2024 and 2025 will conform to the conditions on the permit granted by the Illinois Department of Transportation.
Background:	The Village maintains its utilities within state right-of-way on a regular basis and needs permission from the Illinois Department of Transportation to do so. The Illinois Department of Transportation requires a permit and financial security, in the form of a bond, for work performed within state right-of-way. This is a routine guarantee and is similar to the Village's permit requirement for work performed within the Village's own right-of-way. Municipalities can either provide a bond for each maintenance activity or a written guarantee that all work performed by the Village within the state right-of-way will conform to IDOT's requirements for the work. Providing this guarantee will eliminate the time and cost of procuring a bond for each permit. The guarantee also holds the State of Illinois harmless with respect to the permitted work.
Programs, Departments or Groups Affected	Public Works Department
Fiscal Impact:	There is no cost associated with this guarantee.
Source of Funds:	N/A
Workload Impact:	The Public Works Department as part of their normal work activities will manage and implement the performance guarantee.
Administrator Recommendation:	Approval as presented.
Second Reading:	Not Required
Special Considerations or Requirements:	None

Submitted by: Ralph E. Czerwinski, Village Administrator
Reviewed by: Terry Hoffman Liston, Corporation Counsel
Reviewed by: Mike Lukich, Director of Public Works
Prepared by: Chris Tomich, Village Engineer

RESOLUTION 23-44

GUARANTEEING MUNICIPAL WORK PERFORMED ON STATE OF ILLINOIS RIGHTS-OF-WAY WITHIN 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 1970 Constitution of the State of Illinois, can exercise any power and perform any function pertaining to its government affairs, including but not limited to the power to tax, purchase, and incur debt; and

WHEREAS, the Village will undertake in calendar years 2024 and 2025, the location, construction, operation, and maintenance of water mains, sewers, street lighting, traffic signals, sidewalks, landscaping, trees, and signage on State highways within the Village which, by law and/or agreement come under the jurisdiction and control of the Department of Transportation of the State of Illinois hereinafter referred to as Department; and

WHEREAS, the Village must obtain a working permit from IDOT the Department prior to any of the aforesaid installations being constructed either by the Village or any private person or firm under contract and supervision of the Village; and

WHEREAS, the Illinois Department of Transportation (IDOT) also requires either financial security, in the form of a bond, or in the alternative, a written guarantee that all work performed by the Village within state right-of-way will conform to their requirements of the performance for the work; and for work performed within state right-of-way; and

WHEREAS, providing this guarantee will eliminate the time and cost of procuring a bond for each permit.

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 hereby pledges its good faith and guarantees all work on state of Illinois rights of way shall be performed in accordance with the conditions of the permit to be granted by the Illinois Department of Transportation, and agrees to hold the State of Illinois harmless during the prosecution of such work and assume all liability for damages to a person's property due to accidents or otherwise by reason of the work which is to be performed under the provision of said permit.

SECTION 3: The Village Administrator, Director of Public Works, and Village Engineer of the Village are hereby directed and authorized to take all steps necessary to implement the Village’s obligations pursuant to this Resolution.

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

Passed this 14th day of November 2023

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

Approved by me this 14th day of November 2023

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

Attested and Filed in my office this
15th day of November 2023

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

Legislative Summary

Resolution 23-45

AUTHORIZING AN AGREEMENT WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION FOR THE IMPROVEMENT OF OAKTON STREET OVER EDENS EXPRESSWAY

Introduced:	November 14, 2023
Purpose:	To authorize the execution of an agreement with the Illinois Department of Transportation (IDOT) for the improvement of Oakton Street over Edens Expressway
Background:	IDOT plans to replace the Oakton Street bridge over the Edens Expressway, add an eastbound right turn lane to Gross Point Road, replace traffic signals, improve curb ramps, widen the sidewalk on the north side of Oakton Street, and replace the sidewalk on the south side of Oakton Street with a shared-use path. IDOT is the lead agency for the development and completion of this project. The current traffic signals include an emergency vehicle pre-emption system which allows emergency vehicles to interrupt the traffic signal cycle to provide a green signal when responding to an emergency. This valuable safety traffic signal feature is the sole financial responsibility of the Village. This Resolution will authorize an agreement with IDOT that requires the Village to approve the Project plans, appropriate sufficient funds for the Village's share of the Project. The Village will pay a lump sum to the state of Illinois equal to 80% of its obligation incurred under this Agreement and will pay to the state of Illinois the remainder of the obligation in a lump sum upon completion of the project based on final costs.
Departments or Groups Affected	Public Works Department
Fiscal Impact:	The estimated contract value is \$17,825.00.
Source of Funds:	2023 Capital Projects Fund Account Number 30-50-60-55-3300
Workload Impact:	The Public Works Department, as part of its normal work, will manage and implement the Agreement.
Administrator Recommendation:	Approval as presented.
Second Reading:	Not Required
Special Considerations or Requirements:	None

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

RESOLUTION 23-45

AUTHORIZING AN AGREEMENT WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION FOR THE IMPROVEMENT OF OAKTON STREET OVER EDENS EXPRESSWAY

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

WHEREAS, the Village of Morton Grove wishes to enter into an agreement with the state of Illinois for the improvement of Oakton Street over Edens Expressway, identified by the Illinois Department of Transportation as STATE SECTION: 2019-197-B, STATE JOB NO.: D-91-367-20, STATE CONTRACT NUMBER: 62K70; and

WHEREAS, the project improvement consists of bridge replacement, the addition of an eastbound right turn lane to Gross Point Road requiring the replacement of the traffic signals, curb ramp improvements, sidewalk widening on the north side of Oakton Street, and replacement of the sidewalk on the south side of Oakton Street with a shared-use path (the "Project"); and

WHEREAS, the Village previously installed, at no cost to the state of Illinois, an emergency vehicle pre-emption system on the Illinois Department of Transportation traffic signals to enable the Fire Department to override the traffic signals to provide a green light to safely facilitate emergency response; and

WHEREAS, the Village pays all maintenance and energy costs for this system; and

WHEREAS, it will be necessary to replace the emergency vehicle pre-emption system as part of the traffic signal replacement; and

WHEREAS, the Agreement included in Attachment 1 describes the obligations of the state of Illinois and the Village related to this Project; and

WHEREAS, in compliance with the Agreement, it is necessary for the Village to appropriate sufficient funds to pay its share of the cost for said improvement; and

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

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

SECTION 2: The Village Administrator is authorized to execute and the Village Clerk to attest the agreement included in Attachment 1 between the Village of Morton Grove and the state of Illinois acting by and through its Department of Transportation for the improvement of Oakton Street over Edens Expressway.

SECTION 3: There is hereby appropriated the sum of Seventeen Thousand Eight Hundred Twenty-Five Dollars (\$17,825) or so much thereof as may be necessary, from any money now or hereinafter allotted to the Village, to pay its share of the cost of this Project as provided in the Agreement included in Attachment 1.

SECTION 4: Upon award of the contract for this Project, the Village will pay a lump sum to the state of Illinois from funds allotted to the Village which shall be an amount equal to 80% of its obligation incurred under this Agreement and will pay to the state of Illinois the remainder of the obligation in a lump sum upon completion of the project based on final costs.

SECTION 5: The Village agrees to pass a supplemental resolution to provide any necessary funds for its share of the cost of this improvement if the amount appropriated proves to be insufficient to cover the said costs.

SECTION 6: The Village Administrator, Director of Public Works, and the Village Engineer and/or their designees are hereby authorized to take all steps necessary to oversee, and implement all aspects of the Agreement, including plan approval.

SECTION 7: This Resolution shall be included as Exhibit B to the Agreement.

SECTION 8: This Resolution shall be in full force and effect upon its passage and approval.

Passed this 14th day of November 2023

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

Approved by me this 14th day of November 2023

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

Attested and Filed in my office this
15th day of November 2023

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

ATTACHMENT 1

FAU 1332 Oakton Street
Over FAI 94
State Section: 2019-197-B
Cook County
Job No. : C-91-367-20
Contract No.: 62K70
JN-123-047

AGREEMENT

This Agreement entered into this _____ day of _____, 2023 A.D., by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION, hereinafter called the STATE, and the VILLAGE OF MORTON GROVE of the State of Illinois, hereinafter called the VILLAGE.

WITNESSETH:

WHEREAS, the STATE, in order to facilitate the free flow of traffic and ensure safety to the motoring public, is desirous of improving approximately 1,059 lineal feet of FAU 1332/ Oakton Street, over FAI 94, STATE SECTION: 2019-197-B, STATE JOB NO.: D-91-367-20, STATE CONTRACT NUMBER: 62K70 as follows:

The project improvement consists of : Bridge replacement. Additional major improvements include the addition of an eastbound right turn lane to Gross Point Road requiring the replacement of the traffic signals, Americans with Disabilities Act (ADA) ramp improvements, sidewalk widening on the north side of Oakton Street, and replacement of the sidewalk on the south side of Oakton Street with a shared-use path and any other work necessary to complete the improvement in accordance with the approved plans and specifications; and

WHEREAS, the VILLAGE has requested that the STATE include in its contract emergency vehicle pre-emption equipment, and

ATTACHMENT 1

WHEREAS, the STATE has agreed to the VILLAGE's request, and

WHEREAS, the VILLAGE is desirous of said improvement in that same will be of immediate benefit to the VILLAGE residents and permanent in nature;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The STATE agrees to make the surveys, obtain all necessary rights of way, prepare plans and specifications, receive bids and award the contract, furnish engineering inspection during construction and cause the improvement to be built in accordance with the approved plans, specifications and contract.
2. The STATE agrees to pay for all right of way, construction and engineering cost subject to reimbursement by the VILLAGE, as hereinafter stipulated.
3. It is mutually agreed by and between the parties hereto that the estimated cost and cost proration for this improvement is as shown on Exhibit A attached hereto and made a part hereof..
4. The VILLAGE has passed a resolution appropriating sufficient funds to pay its share of the cost for this improvement, a copy of which is attached hereto as Exhibit B and made a part hereof.
The VILLAGE further agrees, that upon award of the contract for this improvement, the VILLAGE will pay to the STATE, in a lump sum from any funds allotted to the VILLAGE an amount equal to 80% of its obligation incurred under this AGREEMENT, and will pay to said STATE the remainder of the obligation (including any non-participating costs on FA Projects) in a lump sum, upon completion of the project, based upon final costs.

ATTACHMENT 1

5. The VILLAGE further agrees to pass a supplemental resolution to provide necessary funds for its share of the cost of this improvement if the amount appropriated in Exhibit B proves to be insufficient to cover said cost.
6. The VILLAGE shall exercise its franchise rights to cause private utilities to be relocated, if required, at no expense to the STATE.
7. All VILLAGE owned utilities, on STATE right of way within the limits of this improvement, which are to be relocated/adjusted under the terms of this Agreement, will be relocated/adjusted in accordance with the applicable portions of the "Accommodation of Utilities of Right of Way of the Illinois State Highway System." (92 Ill. Adm. Code 530).
8. Upon final field inspection of the improvement and so long as Oakton Street is used as a STATE Highway, the STATE agrees to maintain or cause to be maintained the median, the through traffic lanes, the left-turn lanes and right turn lanes and the curb and gutter or stabilized shoulders and ditches adjacent to those traffic lanes and turn lanes.
9. Upon final field inspection of the improvement, the VILLAGE agrees to maintain or cause to be maintained those portions of the improvement which are not maintained by the STATE, including new and existing sidewalks and shared use paths, parkways, crosswalk and stopline markings, all existing and relocated VILLAGE owned utilities including appurtenances thereto, and highway lighting including furnishing the electrical energy thereof.
10. The VILLAGE further agrees to continue its existing maintenance responsibilities on all side road approaches under its jurisdiction, including all left and right turn lanes on said side road approaches, up to the through edge of pavement of Oakton Street. Drainage facilities, if any, at the aforementioned side roads located within the STATE right-of-way shall be the joint maintenance

ATTACHMENT 1

responsibility of the STATE and the VILLAGE unless there is an agreement specifying different responsibilities.

11. Upon acceptance by the STATE of the traffic signal work included herein at Oakton Street, the responsibility for the maintenance and energy shall be as outlined:

	<u>MAINTENANCE</u>	<u>ENERGY</u>
Oakton Street/Gross Point Rd/Central Ave.	100% STATE	100% STATE
	0% VILLAGE	0% VILLAGE

The VILLAGE hereto agree that the traffic signal maintenance and energy provisions of this Agreement shall remain in effect for a period of ten (10) years from the date of its execution or so long as the traffic signals covered by the terms of this Agreement or any Amendment hereto remain in place either in their current or some modified configuration, whichever is the shorter period of time. Such an effective term shall apply unless otherwise agreed in writing by the parties hereto.

12. The STATE's Electrical Maintenance Contractor shall maintain the "Emergency Vehicle Pre-Emption System" equipment, located at the traffic signals and shall invoice the VILLAGE for the costs related to said maintenance. Although the Department of Transportation's electrical contractor ("Department's contractor") will inspect, make note, and keep inventory of the EMERGENCY VEHICLE PRE-EMPTION ("EVP") system to support the maintenance of the EVP system, responsibility for maintenance of the EVP System shall be assumed by the VILLAGE. Maintenance of the EVP system shall include the light detector amplifier, field wiring, light detectors and cabinet appurtenances. The VILLAGE will be invoiced for all such maintenance costs directly by the Department's contractor. When repair is necessary, the Department's contractor shall notify the VILLAGE that its EVP system is not operating or requires maintenance. When the repair or

ATTACHMENT 1

maintenance activity has been approved by the VILLAGE, the maintenance will be provided by the Department's contractor.

13. The VILLAGE shall require end users of the emitters within its jurisdiction to enter into separate agreements with the contractor to have the emergency vehicle emitters tested in accordance with the recommendation of the Manufacturer of such equipment.
14. It is mutually agreed, if, in the future, the STATE adopts a roadway or traffic signal improvement passing through the traffic signals included herein which requires modernization or reconstruction to said traffic signals then the VILLAGE agrees to be financially responsible for all costs to relocate or reconstruct the emergency vehicle pre-emption equipment in conjunction with the STATE's proposed improvement.
15. The VILLAGE has adopted a resolution, will send a letter, or sign the Plan Approval page which is part of this document, prior to the STATE advertising for the work to be performed hereunder, approving the plans and specifications as prepared.
16. Under penalties of perjury, the VILLAGE certifies that its correct Federal Tax Identification number is 36-6006007 and it is doing business as a GOVERNMENTAL ENTITY, whose mailing address is:

VILLAGE OF MORTON GROVE

6101 Capulina Ave

Morton Grove, IL 60053

Obligations of the STATE and the VILLAGE will cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available funds for this contract.

ATTACHMENT 1

This AGREEMENT and the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded within the three years subsequent to execution of the agreement.

This Agreement shall be binding upon and to the benefit of the parties hereto, their successors and assigns.

VILLAGE OF MORTON GROVE

By: _____
(Signature)

Attest:

Eileen Scanlon Harford, Village Clerk

(SEAL)

By: Ralph E. Czerwinski
(Print or Type)

Title: Village Administrator

Date: _____

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: _____
Jose Rios, P.E.
Region One Engineer

Date: _____

Job No.: C-91-367-20
Agreement No.: JN-123-047

ATTACHMENT 1
PLAN APPROVAL

WHEREAS, in order to facilitate the improvement of FAU 1332, Oakton Street, Contract No. 62K70, State Section 2019-197-B, the VILLAGE agrees to that portion of the plans and specifications relative to the VILLAGE's financial and maintenance obligations described herein, prior to the STATE's advertising for the aforescribed proposed improvement.

Approved _____

Title Village Administrator _____

Date _____

ATTACHMENT 1

EXHIBIT A							
ESTIMATE OF COST Contract 62K70							
Type of Work	FEDERAL		STATE		VILLAGE OF MORTON GROVE		TOTAL
	\$	%	\$	%	\$	%	
All roadway work excluding the following:	\$7,680,000	80%	\$1,920,000	20%			\$9,600,000
P&C Engineering (15%)	\$1,152,000	80%	\$288,000	20%			\$1,440,000
TRAFFIC SIGNALS							
Oakton Street / Gross Point Rd / Central Ave.	\$46,240	80%	\$11,560	20%			\$57,800
P&C Engineering (15%)	\$6,936	80%	\$1,734	20%			\$8,670
Emergency Vehicle Pre-emption					\$15,500	100%	\$15,500
P&C Engineering (15%)					\$2,325	100%	\$2,325
TOTAL	\$8,885,176		\$2,221,294		\$17,825		\$11,124,295
NOTE: Local participation shall be predicated upon the percentages shown above for the specified work. Local Agency cost shall be determined by multiplying the final quantities times contract unit price plus the percentage shown for construction and/or preliminary engineering unless otherwise noted.							

ATTACHMENT 1
Exhibit B
FUNDING RESOLUTION

[APPROVED RESOLUTION TO BE INSERTED HERE]

Legislative Summary

Resolution 23-46

AUTHORIZING AN EXCLUSIVE FRANCHISE AGREEMENT WITH WASTENOT, INC., FOR FOOD SCRAP COMPOSTING SERVICES IN THE VILLAGE OF MORTON GROVE

Introduced:	November 14, 2023
Purpose:	To authorize a Franchise Agreement with Wastenot Inc., to operate a Food Scrap Collection Subscription Program for residents and small businesses on a voluntary subscription with fees to be paid by the customer at no cost to the Village.
Background:	Nineteen million tons of waste is landfilled in Illinois every year. Food waste accounts for as much as 20 percent of this waste, which is more than any other single waste stream found in landfills. To help keep food waste out of landfills, in 2020, the Village initiated a year-round food scrap collection program, and entered into a 3-year contract with Collective Resource, Inc., of Evanston, Illinois to offer residents year-round subscription-based food scrap collection services. As this contract has expired, the Village solicited proposals for year-round food scrap collection services and received two (2) proposals from qualified contractors. After reviewing these proposals and verifying each contractor's availability to provide efficient food scrap collection along with the lowest cost to Village residents and small businesses, the Director of Public Works has recommended the Village enter into a three-year food scrap collection franchise agreement with Wastenot, Inc., of Chicago, Illinois (see Attachment A). This agreement may be renewed at the sole option of the Village annually for up to five (5) additional years. Food scrap collection services shall be provided to Village residents and small businesses on a voluntary subscription contract with a monthly, quarterly, or annual fees to be paid by the customer directly to Wastenot, Inc., at no cost to the Village. Wastenot, Inc. will also offer a Winter Gap Program during the period that is off-season for Groot's Landscape Waste/Food Scrap program (December 15 through March 15).
Departments & Groups Affected	Public Works, Administration Village Residents and Small Businesses
Fiscal Impact:	This program will be at no cost to the Village
Source of Funds:	N/A
Workload Impact:	Public Works and Village Administration will manage this agreement as part of their regular workload.
Administrator Recommendation	Approval as presented.
First Reading:	Not Required
Special Consideration	None

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

RESOLUTION 23-46

AUTHORIZING AN EXCLUSIVE FRANCHISE AGREEMENT WITH WASTENOT INC., FOR FOOD SCRAP COMPOSTING SERVICES IN 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 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, nineteen million tons of waste is landfilled in Illinois every year. Food waste accounts for as much as twenty percent of this waste, which is more than any other single waste stream found in landfills; and

WHEREAS, to help keep food waste out of landfills, in 2020, the Village initiated a year-round food scrap collection program, and entered into a 3-year contract with Collective Resource, Inc., of Evanston, Illinois to offer residents year-round subscription-based food scrap collection services at no cost to the Village; and

WHEREAS, after this contract expired, the Village solicited proposals for year-round food scrap collection services and received two (2) proposals from qualified contractors; and

WHEREAS, after reviewing these proposals and verifying each contractor's availability to provide efficient food scrap collection, and comparing costs to Village residents and small businesses, the Public Works Director has recommended the Village enter into a two-year food scrap collection franchise agreement with Wastenot, Inc., of Chicago, Illinois (see Attachment A); and

WHEREAS, this agreement may be renewed at the sole option of the Village annually for up to five (5) additional years; and

WHEREAS, food scrap collection services shall be provided to Village residents and small businesses on a voluntary subscription contract with a monthly, quarterly, or annual fees to be paid by the customer directly to Wastenot, Inc., at no cost to the Village; and

WHEREAS, Wastenot, Inc. will also offer a Winter Gap Program during the period that off-season for Groot's Landscape Waste/Food Scrap program (December 15 through March 15 each year); and

WHEREAS, the Corporate Authorities believe it is in the best interest to enter into this franchise agreement providing good sustainability for the community.

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

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

SECTION 2: The Village Administrator is hereby authorized to execute a Franchise Agreement with Wastenot Inc. of Chicago, Illinois, to operate to offer residents year-round subscription-based food scrap collection services at no cost to the Village in substantial conformity with Attachment B attached hereto, which may be modified as to non-substantive terms which the Village Administrator deems in the best interest of the Village.

SECTION 3: The Village Administrator, the Director of Public Works and their designee are hereby authorized to execute and take all steps necessary to implement and enforce the agreements.

SECTION 4: This resolution shall be in full force and effect from and after its passage and approval.

Passed this 14th day of November 2023

Trustee Khan _____

Trustee Minx _____

Trustee Shiba _____

Trustee Thill _____

Trustee Travis _____

Trustee Witko _____

Approved by me this 14th day of November 2023

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

Attested and Filed in my office this
15th day of November 2023

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

MEMORANDUM

Date: November 8, 2023

From: Director of Public Works

To: Ralph Czerwinski, Village Administrator

CC: Terry Liston, Corporation Counsel

Subj: COLLECTION/DISPOSAL/PROCESSING OF POST-CONSUMER FOOD SCRAPS

On October 3, 2023, eight (8) requests for proposals were forwarded to qualified Contractors to provide services to residents, small businesses, and other facilities in the Village for the collection/disposal/processing of post-consumer food items, including fruits, vegetables, meats, fish, grain products, bread, baked goods, cereal, coffee grounds, and dairy products (“Food scraps”).

The Public Works Department received two (2) proposals on Wednesday, October 20, 2023. *WasteNot Compost* of Chicago, Illinois, and *Collective Resource Compost Cooperative, Inc.* of Evanston, Illinois, submitted the proposals.

Both vendors submitted proposals that satisfied the minimum scope of services, performance requirements, and the proposal requirements outlined within the Village’s solicitation of the proposal request. Refer to Attachment 1 – “Pricing Matrix Bid Proposal Summary” for the proposed costs for “Food scrap” pick up at residential, multifamily, and commercial properties.

Based on the unit costs, openness to negotiate lower costs based on volume, and willingness to provide free service of one (1) 32-gallon cart serviced weekly to all Morton Grove Village facilities and service beyond that at a discount, and provide free service for Village sponsored public events under a certain size, and offer significantly discounted event collections for larger events; the Public Works Department recommends the Village enter negotiations to develop a franchise agreement with *WasteNot Compost* of Chicago, Illinois, for a stand-alone residential and commercial food scrap collection program.

The services are proposed to begin on December 1, 2023, and end at the will of the Village on or by December 31, 2025. The contract may be renewed at the sole option of the Village annually for up to five (5) years thereafter.

M. V. Lukich

ATTACHMENT 1

November 7, 2023

Pricing Matrix - Bid Proposal Summary				
Item			WasteNot Compost	Collective Resource Compost
Single Family Residential				
5 Gallon Bucket				
1X/Week			\$25	\$29.50
Bi-Weekly			\$18	\$22.50
Multifamily Residential				
5 Gallon Bucket				
1X/Week			\$25	
Bi-Weekly			\$18	
32 Gallon Cart/Tote				
1X/Week			\$95	\$104
Bi-Weekly			\$65	\$52
Commercial				
32 Gallon Cart/Tote				
1X/Week			\$95	\$104
Bi-Weekly				\$52
64 Gallon Cart/Tote				
1X/Week			\$200	
Bi-Weekly				

Attachment B

VILLAGE OF MORTON GROVE AND WASTENOT, INC. FOOD SCRAP COLLECTION FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (hereinafter referred to as the "Agreement") entered into this _____ day of _____, 2023, between the Village of Morton Grove, an Illinois municipal corporation with offices located at 6101 Capulina Avenue, Morton Grove Illinois 60053 (hereinafter referred to as the "Village"), and Wastenot, Inc., an Illinois corporation with offices located at 4631 N. Lincoln Ave., Chicago, Illinois 60625 (hereinafter referred to as the "Franchisee").

The Village and Franchisee have agreed to initiate a stand-alone residential and commercial food scrap collection program. The program will entail the collection of food scrap and similar commercially compostable items by the Franchisee from residents and businesses who contract directly with the Franchisee to take part in the program via subscriptions with Franchisee. The Village will promote the subscriptions to residents and businesses, but shall not be a party, nor have any responsibility with respect to the subscriptions

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein and for other good and valuable consideration, the parties hereto agree to the following provisions:

I. DEFINITIONS

For Purposes of the Agreement the following terms shall have the following definitions unless the context clearly demonstrates otherwise.

- A. "Food Scrap" means all food including meat, bones, fish, seafood, seafood shells, fruits, vegetables, eggs, eggshells, cheese, whole grain and processed foods, nuts, nut shells, spices, tea, and coffee grounds.
- B. "Franchise Area" means all residential units and commercial properties within the borders of the Village of Morton Grove.
- C. "Residential Properties" means Single and Multi- Family Residential properties.
- D. "Similar Commercially Compostable Items" means all certified compostable cups, bowls, plates, and carry-out containers, including food soiled corrugated cardboard, food soiled paper napkins, paper towels, coffee filters, and paper salt, pepper, and sugar packets. Tea bags (minus staples), blue masking tape, Popsicle sticks, skewers, dryer lint and pure cotton or wool clothes.
- E. "Single Family Residence" means detached single family dwellings, townhomes, duplexes, and multi-unit residential dwellings up to and including three-flat and four-unit co-op buildings.

II. TERM

- A. Primary Term. The Franchise Agreement shall commence on January 1, 2024, shall continue for 2 years (24 months), and expire on or by December 31, 2025. Notwithstanding any other provision hereof, the Village may terminate this Agreement at any time upon 30 days prior written notice.
- B. Extended Term. The Village, in its sole discretion, may extend the franchise agreement term up to five (5) additional years thereafter upon the same terms, covenants and conditions as herein provided. The Primary Term together with any Extension Term(s) is referred to herein collectively as the "Term."

III. SERVICES AND FEES

A. Services.

1. Franchisee shall make the Services available to all properties in the Franchise Area including but is not limited to all residential commercial properties, and event services occurring in the Franchise Area.
2. Franchise shall provide its customer with the minimum services set forth in Exhibit A (the "Services"). Except as otherwise provided herein, the nature and scope of the Services may only be modified by a writing approved by both parties.
3. The Franchisee will provide adequate supervision and administration for coordinating the program and complaint follow-up and resolution.
4. Franchisee shall implement a public relations program in order to promote commercial composting and waste reduction. The Village agrees to help provide public information about the Franchisee's program, including notice and information on the Village's website with links to the website or other service portal of the Franchisee.

B. Exclusivity. In return for Franchisee timely and satisfactorily performing its obligations under this Agreement, the Village shall not authorize any other entity to operate a stand-alone residential and commercial food scrap collection program. This Section shall not apply to any business who has entered into a solid waste collection franchise agreement with the Village (currently Groot Inc., who currently provides combined food waste and landscape waste collection services to Village residents from March 15 through December 15 each year.)

C. Fee.

1. Franchisee shall enter into subscription agreements pursuant with this Agreement with all willing customers in the Franchise Area pursuant to the lesser of the pricing fees set forth in Exhibit B or the rates Franchisee charges to customer not covered by any Franchise Agreement.
2. Franchisee shall provide at no charge Services for up to two (2) community or special events, the selection and designation of such events being at the mutual agreement of the parties.
3. Franchisee shall provide Services at no charge to Village buildings at the Village's request with services modified from time to time by mutual written agreement.

IV. GENERAL PROVISIONS

- A. Franchisee represents it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the services set forth in this Agreement ("Services") in accordance with the standards of practice, care, and diligence practiced by recognized companies performing services of a similar nature in existence at the time of performance. The representations and certifications expressed are in addition to any other representations and certifications expressed in this Agreement or expressed or implied by law.
- B. Safety. Franchisee shall take all necessary and reasonable precautions to protect the safety of the public, its customers and its employees who are engaged in the performance of the Services.
- C. Accounting. During the term of this Franchise Agreement, Grantee shall provide the Village with a yearly accounting on or before November 1st of every year of the address of participating properties, the fees charged to said properties, and the volume food scrap material collected.
- D. Representation and Warranties. Franchisee represents and warrants that: (1) If applicable, Franchisee possesses and will keep in force all required licenses to perform the Services, (2) the employees of Franchisee performing the Services are fully qualified, licensed as required, and

skilled to perform the Services; (3) Franchise shall promptly clean up any spills and repair any damage to Village property including rights of way resulting from this Agreement; and (4) Franchisee will dispose of the food scrap at a licensed compost facility. Franchisee must notify the Village in writing of the location for disposal to the Village for approval within 15 days of execution of this Agreement and within 30 days before any change in location.

E. Default.

1. Village may, terminate this Agreement upon 14 days' written notice if Franchisee fails to cure a default of a term of the Agreement within 30 days of written notice of the Default.
2. The Village shall have the power to proceed with any right or remedy granted by federal and/or state laws as it may deem in the best interest of the Village, including but not limited to, any suit, action or special proceeding in equity or at law for the specific performance of any covenant or agreement contained herein, or for the enforcement of any proper legal or equitable remedy as the Village shall deem most effectual to protect the rights aforesaid, insofar as such may be authorized by law.
3. No remedy by the terms of this Agreement conferred upon or reserved to the Village is intended to be exclusive of any other remedy. Any remedy shall be cumulative and shall be in addition to any other remedy given to the Village. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may deemed expedient. No waiver of any Event of Default shall extend to or shall affect any subsequent default or Event of Default or shall impair any rights or remedies consequent thereto.

F. Conflict of Interest. Franchisee represents and warrants that no prior or present services provided by Franchisee to third parties conflict with the interests of Village in respect to the Services being provided hereunder except as shall have been expressly disclosed in writing by Franchisee to Village and consented to in writing to Village.

G. Indemnity.

1. Franchisee shall defend, indemnify and hold harmless the Village and its officers, elected and appointed officials, agents, and employees from any and all liability, losses, or damages as a result of claims, demands, suits, actions, or proceedings of any kind or nature, including but not limited to costs, and fees, including attorney's fees, judgments or settlements, resulting from or arising out of any negligent or willful act or omission on the part of the Franchisee or Franchisee's subcontractors, employees, agents or subcontractors during the performance of this Agreement. Such indemnification shall not be limited by reason of the enumeration of any insurance coverage herein provided. This provision shall survive completion, expiration, or termination of this Agreement.
2. Nothing contained herein shall be construed as prohibiting the Village, or its officers, agents, or employees, from defending through the selection and use of their own agents, attorneys, and experts, at its cost any claims, actions or suits brought against them. Nothing herein shall be construed as a limitation or waiver of defenses available to the Village and employees and agents, including the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq.
3. At the Village Corporation Counsel's option, Franchisee must defend all suits brought upon all such losses and must pay all costs and expenses incidental to them, but the Village has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Franchisee of any of its obligations under this Agreement. Any settlement of any

claim or suit related to this Agreement by Franchisee must be made only with the prior written consent of the Village Corporation Counsel, if the settlement requires any action on the part of the Village.

4. Franchisee shall be responsible for any losses resulting from or arising out of any breach, neglect, or misconduct by Franchisee arising from the performance or omission of its Work or its sub-franchisees' work or otherwise resulting from this Agreement. Acceptance of the work by the Village will not relieve the Franchisee of the responsibility for subsequent correction of any such error, omissions and/or negligent acts or of its liability for loss or damage resulting therefrom. All provisions of this Section shall survive completion, expiration, or termination of this Agreement.
- H. Insurance. Franchisee shall carry and maintain at its own cost with such companies as are reasonably acceptable to Village all necessary liability insurance (which shall include as a minimum the requirements set forth below) during the term of this Agreement, for damages caused or contributed to by Franchisee, and insuring Franchisee against claims which may arise out of or result from Franchisee's performance or failure to perform the Services hereunder: (1) worker's compensation in statutory limits and employer's liability insurance in the amount of at least \$500,000, (2) comprehensive general liability coverage, and designating Village as additional insured for not less than \$1,000,000 combined single limit for bodily injury, death and property damage, per occurrence, and (3) comprehensive automobile liability insurance covering owned, non-owned and leased vehicles for not less than \$1,000,000 combined single limit for bodily injury, death or property damage, per occurrence. Franchisee shall give to the Village certificates of insurance for all Services done pursuant to this Agreement before Franchisee performs any Services, or certified copies of the policies of insurance evidencing the coverage and amounts set forth in this Section. Except for Professional liability insurance, the Village may also require Franchisee to provide copies of the Additional Insured Endorsement to said policy(ies) which name the Village as an Additional Insured for all of Franchisee's Services and work under this Agreement. Any limitations or modification on the certificate of insurance issued to the Village in compliance with this Section that conflict with the provisions of this Section shall have no force and effect. Franchisee's certificate of insurance shall contain a provision that the coverage afforded under the policy will not be canceled or reduced without thirty (30) days prior written notice (hand delivered or registered mail) to Village. Franchisee may rely on excess coverage to meet the limits of coverage required under this Agreement. Franchisee understands that the acceptance of certificates, policies, and any other documents by the Village in no way releases the Franchisee and its subcontractors from the requirements set forth herein. Franchisee expressly agrees to waive its rights, benefits, and entitlements under the "Other Insurance" clause of its commercial general liability insurance policy as respects the Village. In the event Franchisee fails to purchase or procure insurance as required above, the parties expressly agree that Franchisee shall be in default under this Agreement, and that the Village may recover all losses, attorney's fees and costs expended in pursuing a remedy or reimbursement, at law or in equity, against Franchisee.
- I. FOIA. Pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/7(2), records in the possession of others whom the Village has contracted with to perform a governmental function are covered by the Act and subject to disclosure within limited statutory time limits (five (5) working days with a possible five (5) working day extension). Upon notification from the Village that it has received a Freedom of Information Act request that calls for records within the Franchisee's control, the Franchisee shall promptly provide all requested records to the Village so that the Village may comply with the request within the required time limit. The Village and the Franchisee shall cooperate to determine what records are subject to such a request and whether

any exemptions to the disclosure of such records, or part thereof, are applicable. Vendor shall indemnify and defend the Village from and against all claims arising from the Village's exceptions to disclosing certain records which Vendor may designate as proprietary or confidential. Compliance by the Village with an opinion or a directive from the Illinois Public Access Counselor or the Attorney General under FOIA, or with a decision or order of Court with jurisdiction over the Village, shall not be a violation of this Section.

- J. No Assignments or Subcontracts. Franchisee shall not assign all or any part or its rights or obligations hereunder without Village's express prior written approval. Any attempt to do so without the Village's prior consent shall, at Village's option, be null and void and of no force or effect whatsoever. Franchisee shall not employ, contract with, or use the services of any other food scrap hauler, franchisee, special contractor, or other third party in connection with the performance of the Services without the prior written consent of Village.
- K. Compliance with Applicable Statutes, Ordinances and Regulations. In performing the Services, Franchisee shall comply with all applicable federal, state, county, and municipal statutes, ordinances, and regulations, at Franchisee's sole cost and expense, except to the extent expressly provided to the contrary herein.
- L. Notices. Every notice or other communication to be given by either party to the other with respect to this Agreement, shall be in writing and shall not be effective for any purpose unless the same shall be served personally or by United States certified or registered mail, postage prepaid, addressed if to Village as follows: Village of Morton Grove, 6101 Capulina Avenue, Morton Grove, Illinois 60053, Attention: Village Administrator, and to Franchisee at 4631 N. Lincoln Ave., Chicago, Illinois 60625, or at such other address or addresses as Village or Franchisee may from time to time designate by notice given as above provided.
- M. Attorney's Fees. In the event that the either party commences any action, suit, or other proceeding to remedy, prevent, or obtain relief from a breach of this Agreement by Franchisee, or arising out of a breach of this Agreement by the prevailing party shall recover from the other party as part of its judgment, its attorneys' fees and costs incurred in each and every such action, suit, or other proceeding.
- N. Waiver. Any failure or delay by Village to enforce the provisions of this Agreement shall in no way constitute a waiver by Village of any contractual right hereunder unless such waiver is in writing and signed by Village.
- O. Severability. If any provision of this Agreement should be held void, or unenforceable, the remaining portions hereof shall remain in full force and effect.
- P. Choice of Law. The rights and duties arising under this Agreement shall be governed by the laws of the State of Illinois. Venue for any action arising out or due to this Agreement shall be in Cook County, Illinois. The Village shall not enter into binding arbitration to resolve any dispute under this Agreement. The Village does not waive tort immunity by entering this Agreement.
- Q. Survival. Except as expressly provided to the contrary herein, all provisions of this Agreement shall survive all performances hereunder including the termination of the Franchisee.
- R. No Discrimination. During the performance of the contract, the Franchisee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, or age or physical or mental disabilities that do not impair ability to work, in all solicitations or advertisements for employees placed by it on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, or disability.

V. FRANCHISEE CERTIFICATIONS

- A. Franchisee acknowledges and agrees that should Franchisee or its sub-franchisee provide false information or fail to be or remain in compliance with the Agreement, the Village may void this Agreement.
- B. Franchisee certifies that it and its employees will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. Section 1201 et seq.) and applicable rules in performance under this Agreement.
- C. If Franchisee, or any officer, director, partner, or other managerial agent of Franchisee, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Franchisee certifies at least five years have passed since the date of the conviction.
- D. Franchisee certifies that it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any State in the U.S., nor made any admission of guilt of such conduct that is a matter of record. (720 ILCS 5/33 E-3, E-4).
- E. Franchisee certifies that it is properly formed and existing legal entity, and as applicable, has obtained an assumed name certificate from the appropriate authority, or has registered to conduct business in Illinois and is in good standing with the Illinois Secretary of State.
- F. If more favorable terms are granted by Franchisee to any similar governmental entity in any state in a contemporaneous agreement let under the same or similar financial terms and circumstances for comparable supplies or services, the more favorable terms shall be applicable under this Agreement.
- G. Franchisee certifies that it is not delinquent in the payment of any fees, fines, damages, or debts to the Village of Morton Grove.

VI. INTEGRATION

This Agreement, together with Exhibits A and B, sets forth all the covenants, conditions and promises between the parties with regard to the subject matter set forth herein. There are no covenants, promises, agreements, conditions, or understandings between the parties, either oral or written, other than those contained in this Agreement. This Agreement has been negotiated and entered into by each party with the opportunity to consult with its counsel regarding the terms therein. No portion of the Agreement shall be construed against a party because one party drafted that portion as the rule of *contra proferentem* shall not apply.

In the event of any inconsistency between this Agreement, and the Exhibits, this Agreement shall control over the Exhibits.

IN WITNESS WHEREOF, the parties hereto have each approved and executed this Agreement on the day, month and year first above written.

WASTENOT, INC.

Village of Morton Grove

By: _____

By: _____

Its: _____

Ralph E. Czerwinski, Village Administrator

FEIN Number: _____

Date: _____

Date: _____

EXHIBIT A
SCOPE OF SERVICE

REQUIRED BY RFP

I. Minimum Scope of Services.

1. The Contractor shall provide services for the collection, transportation, and processing via commercial composting of Food Scraps placed for collection by residents and businesses in the Village.
2. Collections shall be at specified times weekly or bi-weekly.
3. Collections shall take place 12 months of the year between 7:00 a.m. and 5:00 p.m. on regularly scheduled weekdays (Monday through Friday), except if a collection is scheduled to take place on a legal holiday, such collection shall be delayed by one day, with Saturday pick-up allowed due to the holiday delay.
4. Scraps that may be collected shall include fruit and vegetable scraps, coffee grounds, meat, dairy products, eggs, weeds, bones, paper products, grains, and bread.
5. The Contractor shall provide rodent and odor-proof collection containers, and the program shall use a “container swap collection” approach for residential units. Container swap collection requires that instead of tipping the container and returning the same tipped container to the property, the Contractor swaps the container(s) for a clean replacement container each time a stop is completed for all containers to be serviced.
6. Collection containers must display weatherproof signage approved by the Village printed and affixed to the container by the Contractor. All containers purchased must be owned and maintained by the Contractor solely. More discussions regarding containers can be negotiated.
7. Residential collection shall take place at the customer’s front porch or front entryway, or within reasonable proximity thereof. Residential collection shall not take place in alleys. Commercial collections will take place at the rear of the premises.
8. Collections shall be transported to a licensed facility or facilities mutually agreed upon by the Village and the Contractor and shall be recycled in a manner approved by the Village.
9. The Contractor must retain all data collected for the duration of the contract and be prepared to provide data to the Village in an editable format (Excel, Word, etc.). Data should include the number of households participating and weight/gallons/volume of food scrap collected (which the Contractor uses as a

measurement). Please attach a sample data report/snapshot used or provided to a current or former client.

10. The Contractor will make available and provide for the collection of acceptable food scraps for all single-family residential homes within the municipal boundaries of the Village of Morton Grove.
11. The Contractor shall be solely responsible for making the services available on a subscription basis and for all account management and administration services at no cost or obligation to the Village. The Contractor will be fully responsible for billing, invoicing, and collecting payment for all contracted services with individual accounts.
12. The Contractor shall establish rates to be charged to residents and businesses as approved in the contract between the Village and the Contractor, which shall not be changed without the Village's written consent and only due to a change in any Federal, State, or local law, ordinance, or regulation which causes a significant increase in the Contractor's costs.
13. The Contractor shall provide a public information and education program which shall, at a minimum, include information regarding the Contractor's program and promotion of composting and recycling for publication on the Village's website and social media and host or participate in at least one annual community or special event approved in advance by the Village.
14. The Contractor shall maintain and provide the Village Public Works Department, upon request, the names and addresses of all participants in the Food Scrap program.
15. The Contractor shall provide service to Village facilities (Village Hall, Public Works, Fire Stations, and Civic Center) and at Village events (Morton Grove Days, National Night Out, MG Sustainability Expo) if requested shall be provided without charge.
16. The Contractor shall maintain the following insurance during the life of the Agreement. The policy shall contain a provision that the Insurance carrier must provide thirty (30) days written notice to the Village before any cancellation of coverage becomes effective. The insurance requirements are a minimum expectation at the time of submitting the RFP. By submitting an RFP, the bidder acknowledges its responsibility to procure the appropriate insurance coverage and limits consistent with this section. The Village has the right to make amendments to the insurance requirements at the time of the agreement that are reflective of the scope of the work being performed.

INCLUDED WITH WNC'S PROPOSAL

*** If there is an inconsistency between the RFP and WNC's proposal which results in a restriction or diminution of service, the RFP will supersede WNC's Proposal**

YEAR ROUND SERVICE, COLLECTION DAYS, SERVICE WINDOW

- All of WasteNot's service offerings— residential, commercial, multi-unit, and event service— are offered year round.
- WasteNot also has seasonal offerings such as pumpkin collection and holiday tree collection.
- WasteNot will work with Morton Grove and its current haulers to determine the best collection days for residents. These regular collection days will occur between Monday and Friday, in accordance with the requirements of the Village.
- Each participating resident will be serviced between the hours of 7AM and 5PM, in accordance with the Village's requirements.
- Should a holiday occur on a scheduled pickup date, WasteNot will not skip the service date. Instead, WasteNot will schedule an alternative pickup date in accordance with the requirements of The Village. This ensures consistent, clean, and convenient service for all members.

FOOD SCRAPS & ACCEPTED COMPOSTABLES

WasteNot is proud to accept all of the compostable items required by the Village, in addition to many compostable items not accepted by other haulers, including commercially compostable bio-plastics, packaging, and takeout containers. Our comprehensive list of accepted items is as follows:

- All food waste (cooked or raw), including, but not limited to:
 - fruits & vegetables
 - coffee grounds/filters, tea, tea bags
 - meat, fish, bones, seafood, and seafood shells
 - eggshells, nut shells, nuts, pits, spices, and herbs
 - dairy & non-dairy alternatives
 - baked goods & grains
 - flour, sugar
- all BPI-certified products, certified compostable plastics (soft or rigid), and any products marked as "commercially compostable"
- 100% paper products, including:
 - paper towels
 - egg cartons
 - napkins
 - paper sugar packets
 - kraft paper bags
 - flour & sugar bags
 - newspaper
- 100% paper products that are wet or soiled
- pizza boxes
- natural fibers/products, including:
 - 100% cork
 - 100% silk

- 100% cotton
- 100% wood
- 100% bamboo
- 100% sugarcane
- yard waste, flowers, plant trimmings
- cellulose sponges & natural loofahs
- Pet food, pet fur, untreated human hair, nail clippings
- Houseplants, weeds, soil, plant clippings & trimmings

The graphic of acceptable items we share with our customers is attached (see Attachment 1).

RESIDENTIAL COLLECTION APPROACH

WasteNot uses an innovative approach to residential compost collection that is centered on the engagement, convenience, satisfaction, and retention of our customers. The continued success of our approach is demonstrated by our largest-in-the-region residential customer base and less than 2% churn (as of January 2023).

- Prior to Morton Grove's desired start date, WasteNot will establish an enrollment period in which each eligible household will have the opportunity to enroll in the food scrap collection program. Enrollment will remain open throughout the duration of the contract with Morton Grove.
- Using an online signup form, each interested household will provide contact information, payment information, and collection preferences. Then, a personal WasteNot portal will be created, formalizing the resident's membership.
- Based on initial enrollment, WasteNot will use its routing software to determine the optimal routes and pickup days for each participating member.
- On the first service day, each member will receive their first 5-gallon bucket.
- During the week, the member will begin filling the bucket with any of the compostable materials accepted by WasteNot (see attachment 1 for accepted materials).
- As they are filling the bucket, members can store their bucket wherever they prefer, indoors or outdoors. Customers can use the WasteNot Shop to purchase items like a countertop caddy and compostable liners to make their weekly experience even more convenient. However, these items are not necessary.
- On each following service day, the member will leave their filled 5-gallon bucket in the predetermined location of their choice. WasteNot will collect the filled bucket and swap it out with an empty, industrially cleaned and sanitized bucket.
- This circular, swap-out system continues on the regularly scheduled days for as long as the member opts into the program.
- Using their personal portal, a WasteNot member has the ability at any time to:
 - skip, pause, change, or cancel service
 - view their impact metrics
 - update their billing/contact information or change their service address

- update their account preferences such as email, phone, and opt in for reminders or notifications
- refer and receive referral rewards
- contact our support team and further engage with WasteNot

CONTAINER SIGNAGE

WasteNot recognizes that clean, attractive, and well-labeled containers are key to program success. WasteNot uses a trusted vendor for its custom, weatherproof container signage typically lasting longer than five years. WNC would welcome the Village's signage on the program containers.

DATA, IMPACT, METRICS, & REPORTING

Food scrap collection is one of the easiest and most efficient ways to reduce a home, business, or the Village's environmental impact. Diverting food scraps from the landfill prevents emission of methane gas, a greenhouse gas nearly 20 times more potent than carbon dioxide. For every pound of waste the Village of Morton Grove composts, the equivalent of more than 1.75 pounds of carbon emissions are eliminated from the Village's footprint. The emissions reduction and positive impact on local air quality is even greater after accounting for WasteNot's use of an electric fleet instead of diesel trucks. WasteNot weighs every account's container at every collection to determine how many pounds of compost are diverted each service. Using this detailed information, we are able to provide a robust and interactive reporting system for the Village and its residents.

Metrics for Residents

At any time, residential members can log into their portal to view how much they have composted, and the positive environmental impact it has. Reported metrics include:

- pounds of compost diverted from the landfill
- the carbon emissions equivalency of the amount diverted
- conversions of these stats that make the carbon emissions impact easier for members to conceptualize, such as:
 - miles driven equivalency
 - gallons of gas avoided
 - seedlings planted

Metrics for Morton Grove

WasteNot can provide impact reports biannually or as often as requested by Village administrators. An example report is attached (see Attachment 3). The impact reports will include cumulative metrics encompassing all participating members and institutions in Morton Grove, whether that be residents, businesses, or Village facilities.

- Reports will include the number of participating residential and commercial members,

- Reports will include the cumulative total of compost diverted from landfills (in lbs) and the carbon emissions avoided as a result (lbs)
- The primary objective of WasteNot's reporting is to contextualize the impact of the program and how it advances the Village's overall sustainability goals. Upon request, WasteNot can help convert the metrics it traditionally reports into those most relevant to the Village.
- WasteNot can also advise on how best to communicate metrics to the public, lawmakers, or other relevant parties.
- Individual commercial accounts always have access to their impact metrics, just like residents. Upon request, WasteNot can provide the Village with impact reports specific to particular businesses, institutions, or Village facilities.

RESIDENTIAL COLLECTION LOCATION

Top-of-Drive, Door-to-Door, and End of Driveway collection points are standard operating procedures for WasteNot's residential service. Members specify the exact location most suitable for the container swap and are encouraged to upload a photo of this location to their account. These procedures ensure seamless swaps that avoid unnecessary scheduling and traffic impacts. WasteNot will not service residential receptacles in alleys as per the Village's request.

COMMERCIAL COLLECTION LOCATION

WasteNot is willing and able to provide collection service for any commercial partner in Morton Grove in the rear of the business premises.

PUBLIC INFORMATION AND EDUCATION PROGRAM

WasteNot employs a full service marketing team that is ready and able to provide Morton Grove with Village website landing page design, program educational materials, and more to ensure that the residents of Morton Grove are aware and educated on WasteNot's curbside collection service (see Attachment 2 for the City of Lake Forest's landing page on WNC's compost collection).

Scope of Services - Performance Requirements

RESIDENTIAL CUSTOMER SERVICE

- WasteNot has a team dedicated to customer service that is able to answer any questions members have about service, container swaps, and acceptable items, and ready to assist members with any account inquiries/needs.
- WasteNot has an internal policy that all customer service requests get acknowledged and answered within 24 hours. Our typical response time is much quicker, with an average response time of less than 4 hours.
- In addition to our dedicated support team, we run a daily dispatch system that provides a constant line of communication between our drivers and support team while service routes occur. This allows us to prevent most issues before they even arise, and equips our drivers with the ability to correct most customer service requests immediately as they come in.
- A primary focus of our vetting, hiring, and training processes for drivers is the ability to provide outstanding customer service. These processes allow our drivers to serve as an extension of our in-office support team and ensure customer satisfaction is at the forefront of WasteNot's operations. Our drivers are equipped to answer nearly any question a customer might have and their personability is frequently cited in positive reviews of WasteNot's service.
- WasteNot uploads photos of every container swap to ensure a successful service. Not only does this tool provide us with the information necessary to resolve issues quickly and accurately, it gives us a historical record we use to ensure service remains consistent week-to-week.
- To facilitate quick receipt and resolution of customer requests, WasteNot built a customer portal that allows members to handle common support requests on their own, if they so choose. This includes actions such as skipping, pausing, or canceling service, viewing upcoming and past service days, determining accepted items, and tracking environmental impact.
- WasteNot has a custom, automated reminder system that members can opt to use. The system sends text messages and/or emails directly to members to remind them the night before service occurs.

PROTECTION OF PROPERTY

WNC shall take all reasonable actions to avoid damage as a result of its operations including damage to existing sidewalks, curbs, streets, alleys, trees, parkways, pavements, utilities, adjoining property, and the property of the Village and others. WNC agrees to repair any damage thereto or replace damaged items specifically caused by WNC's operations.

AUTHORIZATION

WNC agrees to provide food scrap collection unless authorization to suspend collection is obtained from the Village. This authorization may be verbal, by the request from the firm and the authorization by the Village.

the building has their account).

EVENT COMPOSTING & SUSTAINABILITY SERVICES

We offer a variety of zero waste event services, which often include:

- Collection of compost and other select waste streams (such as aluminum and glass)
- Custom receptacles, signage, and educational materials
- Compostable product procurement
- Volunteer training and event staffing
- Physical presence with a staffed resource booth

We invest in compost education programs and partner with educational events like the Cook County Environmental Commission's annual Fall Nature Fest and 47th Ward EcoFest because we understand that increasing participation in food scrap collection programs is essential to limit landfill reliance. We have also found event participation to be a vital customer support tool that helps us grow our residential and commercial offerings to fit the needs of our customers.

For events using our compost collection and sustainability services, WNC employees deliver our compost containers to event sites and pick up the containers at the end of the event. Events are able to hire WNC to serve as event staff or volunteer trainers to ensure there is no contamination in the compost containers at the end of the event. WNC event services can also include custom signage designs to ensure event attendees understand what can be composted. To make these events even easier for organizers and guests to navigate, WasteNot is able to offer events compostable products to streamline waste management. In 2003, Over 200,000 people attended events serviced by WNC.

Some of the events that have utilized our Zero Waste services in recent years include:

- Green City Market Chef Barbecue, 2022-2023
- Chicago Gourmet 2023
- Chicago TedX Conference 2023
- Oak Park Microbrew Fest, 2022-2023
- Pumpkin Smash EcoFest with Andersonville Chamber of Commerce, 2021-2022
- Northcenter Sustainability Market, 2022-2023
- 47th Ward Eco Fest, 2022-2023
- Cook County Environmental Commission's Fall Nature Fest, 2021-23

WNC would be willing and able to provide food scrap collection for the Village's events (Morton Grove Days, National Night Out, MG Sustainability Expo) and municipal buildings (Village Hall, Public Works, Fire Stations, and Civic Center). Providing service to public events has been a major tool for the Firm in spreading awareness and educating the public about the importance of composting and our compost services.

EXHIBIT B

PRICING

Scope of Services - Technical Requirements

PRICING MATRIX

Below is a pricing breakdown available to Morton Grove using the Form 1 matrix provided in the Request for Proposal by the Village:

Form 1:

Pricing Matrix for Food

These bid prices include the collection, transportation, and disposal of food scraps per the performance and technical requirements described in the previous sections. Only single-family home (residential) prices are required to be filled. Additional pricing can be provided and will be refined during negotiations for other property types.

Please indicate the monthly price for each item listed in the below price matrix.

	Pickup Frequency				
Container Size	1x/Week	2x/Week	Bi-Weekly	Other (Explain in Notes)	Notes
Single-Family Residential					
Size: 5-GALLON BUCKET	\$ 25	\$ X	\$ 18	\$	
Size:	\$	\$	\$	\$	
Size:	\$	\$	\$	\$	
Multifamily Residential					
Size: 5-GALLON BUCKET	\$ 25	\$ X	\$ 18	\$	
Size: 32-GALLON CART	\$	\$	\$	\$	AVAILABLE UPON REQUEST
Size:	\$	\$	\$	\$	
Commercial Commercial Service Pricing Listed Per Service (not monthly)					
Size: 32-GALLON CART	\$ 24/cart	\$	\$ \$30	\$	PER SERVICE. Cart price subject to reduction per additional cart.
Size: 64-GALLON CART	\$ 48/cart	\$	\$ X	\$	PER SERVICE. Cart price subject to reduction per additional cart.
Size:	\$	\$	\$	\$	

Eligible Properties Checklist

Below is WNC's completed Form 2 from the Request for Proposal from the Village. WNC is able to provide compost collection for any building in Morton Grove.

Form 2:

Eligible Properties Checklist

Please select all options that food scraps composting services per the performance and technical requirements listed in the previous sections could be offered to (only single-family residential is required for consideration of the contract award):

Property Type	YES (Service Offered)	NO (Service Not Offered)
Single-family Residential	X	
Multi-family Residential (townhomes, apartments, condominiums, etc.)	X	
Village Buildings/Facilities	X	
Commercial Properties*	X	

* Small restaurants, small-scale local own businesses, etc. can be negotiated and discussed

BILLING, INVOICING, & PAYMENT

- All customers (residential and commercial), are billed for an auto-recurring subscription based on their selected service plan.
- This subscription can be canceled or paused at any time within one service.
- Billing for residential members occurs once every 4 weeks.
- Billing for commercial and multiunit customers occurs either weekly or biweekly (every other week), depending on service frequency.
- All members enter payment information upon signup. They have the choice to pay via credit/debit card or connect directly to a bank account.
- Members can change their payment method or account holder information at any time using their online portal.
- All payments are processed through a widely-used, highly secure, and FDIC-insured payment processor.
- All customers have access to full billing history and downloadable PDF invoices. These are available at any time through the customer portal.

Legislative Summary

Resolution 23-47

AUTHORIZING THE PURCHASE OF TWO (2) NEW 2023 FORD EXPLORERS FROM BREDEMANN FORD OF GLENVIEW, ILLINOIS

Introduced:	November 14, 2023
Purpose:	To authorize the purchase of two (2) 2023 Ford Explorers for use in the Public Works and Fire Department.
Background:	The Public Works Department, as part of its annual procurement of vehicles and equipment, typically obtains utility vehicles through the Northwest Municipal Conference (NWMC) Suburban Purchasing Cooperative or the Sourcewell Cooperative Purchasing Program. During research of the vehicle purchase from both procurement programs, it was determined the production and availability of utility vehicles through the purchasing cooperative would be suspended until late 2024. The Public Works Vehicle Maintenance Division researched dealerships participating in the cooperative program for available utility vehicles. Bredemann Ford in Glenview, Illinois, has two (2) 2023 Ford Explorers, that satisfy the requirements of the Public Works and Fire Departments. The Vehicle Maintenance Division inspected the vehicles, and Bredemann Ford submitted a proposal for a total price to include the processing fees of \$81,480.19 (see Exhibit A). Although code requirements for competitive bidding Code Section 1-9A-4A-4 for contracts over \$25,000.00 were not met, the Village Administrator recommends the Board waive the requirements due to vehicle supply chain conditions.
Programs, Departments or Groups Affected	Public Works Department & Fire Department
Fiscal Impact:	\$81,480.19
Source of Funds:	General Funds - Account No. 025017-572010 & 025015-572030
Workload Impact:	The management and supervision of this purchase will be performed by the Vehicle Maintenance Division of Public Works as part of their normal operations.
Administrator Recommendation:	Approval as presented.
Second Reading:	Not Required
Special Considerations or Requirements:	An affirmative vote of at least 3/5 th of the Corporate Authorities (5 votes including the Mayor) is required to waive Competitive Purchasing Requirements of 1-9A-4B-5

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

RESOLUTION 23-47

AUTHORIZING THE PURCHASE OF TWO (2) NEW 2023 FORD EXPLORERS FROM BREDEMANN FORD OF GLENVIEW, ILLINOIS

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

WHEREAS, the Public Works Department and Fire Department annually reviews their fleet of vehicles and equipment for fuel economy, age, dependability, reoccurring excessive repair costs, and safety, and recommends replacing or eliminating vehicles that no longer meet the requirements of the department; and

WHEREAS, pursuant to this review, Staff determined two vehicles in the Village fleet of pool vehicles have outlived their useful life and need to be replaced; and

WHEREAS, as part of the Village's normal replacement process, staff recommends the current vehicles assigned to the Fire Department Chief and Director of Public Works Department each be reassigned within the Village fleet of vehicles and replaced with the requested vehicle purchase;

WHEREAS, the Village normally obtains utility vehicles through the Northwest Municipal Conference (NWMC) Suburban Purchasing Cooperative or Sourcewell Cooperative Purchasing Program but during research of the vehicle purchase from both procurement programs, it was determined the production and availability of utility vehicles through the purchasing cooperative would be suspended until late 2024; and

WHEREAS, the Public Works Vehicle Maintenance Division researched dealerships that participate in the cooperative program for available of utility vehicles and requested bid proposals; and

WHEREAS, three (3) dealerships have two (2) vehicles that satisfy the requirements of the Public Works and Fire Departments and are available for purchase; and

WHEREAS, proposals were received from Bredemann Ford of Glenview, Illinois, Larry Roesch Ford of Bensenville, Illinois and Kunes Auto Group of Antioch, Illinois; and

WHEREAS, the Vehicle Maintenance Division reviewed the vehicles specifications for each proposal; and

WHEREAS, Bredemann Ford submitted the low bid for two (2) 2023 Ford Explorers vehicles for a total price to include processing fees of \$81,480.19 (see Exhibit A); and

WHEREAS, although code requirements for competitive bidding Code Section 1-9A-4A-4 for contracts over \$25,000 were not met, the Village Administrator recommends the Board waive the requirements due to vehicle supply chain realities; and

WHEREAS, the funds are available in the 2023 Adopted Budget for the amount of \$81,480.19 under Account Numbers 025017-572010 and 025015-572030 of General Funds
NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MORTON GROVE, COOK COUNTY, ILLINOIS AS FOLLOWS:

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

SECTION 2: The Village Administrator is hereby authorized to execute a purchase order for the purchase of Two (2) new 2023 Ford Explorers from Bredemann Ford of Glenview, Illinois in the amount of \$81,480.19, in substantial conformity with its quote attached as (Exhibit A), the Village Board specifically waiving the competitive bidding process pursuant to 1-9A-4B-5

SECTION 3: The Village Administrator and/or his designee are hereby authorized to take all steps necessary to implement the purchase of the Two (2) Ford Explorers.

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

Passed this 14th day of November 2023

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

Approved by me this 14th day of November 2023

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

Attested and Filed in my office this
15th day of November 2023

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

M e m o r a n d u m

To: Hanna Sullivan, Mike Lukich

From: Kevin Lochner

Date: 11/8/2023

Re: 2023 Ford Explorers

Background Info

Bredemann Ford in Glenview

PW Division – 2023 Ford Explorer Base Model = \$39,999.99

Fire Department – 2023 Ford Explorer XLT = \$41,480.20 **Total = \$81,480.19**

Larry Roesch Ford in Bensenville

PW Division – 2023 Ford Explorer Base Model = \$40,970.26

Fire Department – 2023 Ford Explorer XLT = \$42,290.26 **Total = \$83,260.52**

Kunes Auto Group in Antioch

PW Division – 2023 Ford Explorer Base Model = No base models available (see attached email correspondence) He priced two Ford Explorer XLT's

PW Division – 2023 Ford Explorer XLT = \$46,459.26

Fire Department – 2023 Ford Explorer XLT = \$47,596.28 **Total = \$94,055.54**

NEW VEHICLE BUYER'S ORDER

BREDEMANN FORD IN GLENVIEW 2038 WAUKEGAN ROAD • GLENVIEW, IL 60025 PHONE (847) 998-4000 FAX (847) 998-8760				DEAL #	E-MAIL(S) jmtchell@mortongrovel.org
				DELIV DATE	HOME #
DATE 10/17/2023	BREDEMANN.COM	CLIENT ID#	RJ/P# / NAME Your Service Departm	WORK #	
PURCHASER Village of Morton grove				CELL PHONE # 1	
CO-PURCHASER				CELL PHONE # 2	
STREET 6101 capulipa		CITY Morton Grove	STATE IL	ZIP 60053	
NEW <input checked="" type="checkbox"/>	YEAR 2023	MAKE Ford	MODEL Explorer	TRADE YEAR	MAKE
DEMO <input type="checkbox"/>					
MILES	EXTERIOR COLOR Charcoal	INTERIOR TRIM Beige	LIEUTENANT		
STOCK #	VEHICLE IDENTIFICATION NUMBER 1FMSK8bh7pgb96701		VEHICLE IDENTIFICATION NUMBER		LICENSE #

<p>OUR GOAL IS YOUR COMPLETE SATISFACTION IMPORTANT</p> <p><u>ALL</u> PARTIES NAMED ON THE TITLE AND CONTRACT <u>MUST</u> BE PRESENT.</p> <p>WE MUST WITNESS <u>ALL</u> SIGNATURES.</p> <p>THE LAW REQUIRES <u>BEFORE</u> DELIVERY:</p> <p>1) <u>CLEAR</u> TITLE TO THE VEHICLE TRADED OR TURNED IN.</p> <p>2) YOUR <u>CURRENT</u> VEHICLE REGISTRATION CARD AND <u>CURRENT</u> DRIVER'S LICENSE</p> <p>3) <u>PROOF</u> OF INSURANCE COVERAGE INCLUDING AUTO INSURANCE COMPANY NAME, AGENT'S NAME, ADDRESS, PHONE NUMBER AND POLICY NUMBER</p>	AS EQUIPPED:	PRICE OF UNIT & ACCESSORIES	\$39,824.99
		TRADE-IN ALLOWANCE	
		CASH DIFFERENCE	\$39,824.99
		DOCUMENTARY SERVICE FEE	\$0.00
		OPTIONAL ERT FEE	\$0.00
		TAXABLE AMOUNT	
		STATE & LOCAL TAXES	\$0.00
		COOK COUNTY TAX	\$0.00
		FLAT COUNTY TAX	
		LICENSE, TITLE & REG	\$175.00
	SUB-TOTAL	\$39,999.99	
	APPROX. TRADE PAYOFF		
	TOTAL	\$39,999.99	
	DEPOSIT (
	DEPOSIT (\$0.00	
	REBATE TOTAL		
	BAL. DUE ON DELIVERY	\$39,999.99	

DOCUMENTARY FEE: A DOCUMENT SERVICE FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS AND PERFORMING SERVICES RELATED TO CLOSING OF A SALE. THE BASE DOCUMENTARY FEE BEGINNING JANUARY 1, 2013, WAS \$150. THE MAXIMUM AMOUNT THAT MAY BE CHARGED FOR A DOCUMENTARY FEE IS THE BASE DOCUMENTARY FEE OF \$300.40 WHICH SHALL BE SUBJECT TO AN ANNUAL RATE ADJUSTMENT EQUAL TO THE PERCENTAGE OF CHANGE IN THE BUREAU OF LABOR STATISTICS CONSUMER PRICE INDEX. THIS NOTICE IS REQUIRED BY LAW.

REFER TO RETAIL INSTALLMENT CONTRACT FOR CREDIT DETAILS. NO PUBLIC LIABILITY OR PROPERTY DAMAGE INSURANCE ISSUED WITH THIS TRANSACTION UNLESS HERIN STATED

<p>ONE OF THE FOLLOWING BOXES MUST BE SIGNED BY PURCHASER AND DEALER MANAGEMENT</p> <p>NEW VEHICLE WITH MANUFACTURER WARRANTY ONLY: THE SELLING DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. This disclaimer by Dealer in no way affects the terms of the manufacturer's warranty. See paragraphs 10 thru 12 on the back of this order. The advantages of the several Service Contracts available with my new vehicle have been fully explained to me, but I choose not to participate and hold Dealer harmless for any claims which could arise and be covered by extended warranty.</p> <p>PURCHASER TO SIGN _____ SALES MANAGER _____</p>		<p>DEMONSTRATOR "AS IS" WITH BALANCE OF MANUFACTURER WARRANTY ONLY: All warranty coverage comes from the unexpired manufacturer's warranty. THE SELLING DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. This disclaimer by dealer in no way affects the terms of the balance of the manufacturer's warranty in effect. See paragraphs 10 thru 12 on the back of this order and terms of the manufacturer's warranty. The dealership itself assumes no responsibility for any repairs, regardless of any oral statements about the vehicle. The advantages of several alternative extended Service Contracts available with my new vehicle have been fully explained to me, but I choose not to participate and hold Dealer harmless for any claims which could arise and be covered by an extended warranty.</p> <p>PURCHASER TO SIGN _____ SALES MANAGER _____</p>
<p>NEW VEHICLE WITH MANUFACTURER WARRANTY AND A SERVICE CONTRACT: Service contract is effective only if Purchaser and Dealer sign separate forms. See paragraphs 10 thru 12 on the back of this order and terms of the Service Contract.</p> <p>PURCHASER TO SIGN _____ SALES MANAGER _____</p> <p>Purchaser's Warranties and Agreement to Arbitrate: In consideration of the covenants and representations in this contract, Purchaser has or shall (upon presentation by Dealer) sign an Arbitration Agreement with Dealer, the terms and conditions of which are incorporated herein. If the Purchaser has a trade-in, then the Purchaser warrants and represents that the trade-in vehicle has not had any frame or unibody damage or been in a flood.</p> <p>PURCHASER TO SIGN _____ SALES MANAGER _____</p>		<p>DEMONSTRATOR VEHICLE WITH BALANCE OF MANUFACTURER WARRANTY AND A SERVICE CONTRACT: The manufacturer's original warranty has not expired on this vehicle. Consult the manufacturer's warranty booklet for details as to warranty coverage, service locations, etc. The Service Contract is effective only if Purchaser and Dealer sign separate forms. See paragraphs 10 thru 12 on the back of this order, terms of the Service Contract and balance of the Manufacturer's warranty which may be in effect.</p> <p>PURCHASER TO SIGN _____ SALES MANAGER _____</p>

THE ENTIRE FRONT AND BACK OF THIS ORDER CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES, AND THE SELLING DEALER SHALL NOT BE BOUND BY ANY PRESENTATION, PROMISE, OR INDUCEMENT MADE BY ANY AGENT OR EMPLOYEE OF DEALER NOT SET FORTH IN WRITING ON THE FACE OF THIS ORDER OR IN A SEPARATE SIGNED DOCUMENT ATTACHED TO THIS ORDER. THE INFORMATION YOU SEE ON THE WINDOW FORM (BUYER'S GUIDE) FOR THIS VEHICLE IS ALSO A PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE. I/WE HAVE DRIVEN AND INSPECTED THE VEHICLE AND AM/ARE COMPLETELY SATISFIED WITH THE EXISTING CONDITION AS-IS OF THE VEHICLE AT DELIVERY.

This order is subject to correction of any mathematical error by sales or office personnel. I certify that I am 18 years of age or older. I HAVE READ THE MATTER ON THE BACK OF THIS ORDER AND AGREE TO IT AS PART OF THIS ORDER THE SAME AS IF IT WAS PRINTED ABOVE MY SIGNATURE.

APPROVED AND ACCEPTED BY: _____ 10/17/2023 DATE

PURCHASER'S SIGNATURE _____ DATE

APPROVED AND ACCEPTED BY: _____ 10/17/2023 DATE

CO-PURCHASER'S SIGNATURE _____ DATE

APPROVED AND ACCEPTED BY: _____ 10/17/2023 DATE

BREDEMANN FORD IN GLENVIEW
2038 WAUKEGAN RD. GLENVIEW, IL 60025
A.M.D.G.



Preview Order A334 - K8B - Base 4WD: Order Summary Time of Preview: 10/17/2023 10:36:02 Receipt: 8/16/2023

Dealership Name: Bredemann Ford In Glenview

Sales Code : F41077

Dealer Rep.	STEPHEN TRAVNIK	Type	Retail	Vehicle Line	Explorer	Order Code	A334
Customer Name	V Morton grove	Priority Code	10	Model Year	2023	Price Level	360

DESCRIPTION	MSRP	INVOICE DESCRIPTION	MSRP	INVOICE
K8B0 EXPLORER BASE 4WD	\$38760	\$37597 FLR LNERS RW 1&2/NO CRPET MAT	\$160	\$150
.119 INCH WHEELBASE	\$0	\$0 50 STATE EMISSIONS	\$0	\$0
CARBONIZED GRAY METALLIC	\$0	\$0 CLASS IV TRAILER TOW PACKAGE	\$545	\$512
CLOTH SEATS	\$0	\$0 4G LTE WI-FI HOTSPOT CREDIT	\$-20	\$-18
SANDSTONE INTERIOR	\$0	\$0 REAR AUXILIARY CNTRLs CREDIT	\$-100	\$-94
EQUIPMENT GROUP 100A	\$0	\$0 FRONT LICENSE PLATE BRACKET	\$0	\$0
.18" 5-SPOKE PAINTED ALUM WHLS	\$0	\$0 FUEL CHARGE	\$0	\$61.94
.2.3L ECOBOOST I-4 ENGINE	\$0	\$0 PRICED DORA	\$0	\$0
.10-SPEED AUTO TRANSMISSION	\$0	\$0 ADVERTISING ASSESSMENT	\$0	\$39
P255/65R18 A/S BSW TIRES	\$0	\$0 DESTINATION & DELIVERY	\$1595	\$1595
CV LOT MANAGEMENT	\$0	\$10		
			MSRP	INVOICE
TOTAL BASE AND OPTIONS			\$40940	\$39852.94
DISCOUNTS			NA	NA
TOTAL			\$40940	\$39852.94

Customer Name:
Customer Address:

Customer Email:

Customer Phone:

Customer Signature

Date

This is not an invoice.

IF MSK8BH 7PGB96701

2023 EXPLORER BASE STANDARD EQUIPMENT

The following features are standard on the 2023MY Explorer:

MECHANICAL

- Electric Parking Brake
- Engine – 2.3L EcoBoost® I-4 with Auto Start-Stop Technology
- Four-Wheel Disc Brakes with Anti-Lock Brake System (ABS)
- Standard-Duty Front and Rear Brake Calipers
- Transmission – 10-Speed Automatic

EXTERIOR

- 17.9 Gallon Fuel Tank
- Active Grille Shutters (Not available with the Fleet Only optional 3.3L Ti-VCT V6 FFV Engine on Base)
- Black – Molded-in-Color
 - Door Handles
 - Grille
 - Liftgate Scuff
 - Lower Bodyside Cladding
 - Wheel Lip Molding
- Body-Color
 - Bumpers, Front and Rear (Body-Color Upper, Black Lower)
 - Rear Spoiler
- Chrome Liftgate Appliqué
- Configurable Daytime Running Lamps (DRL) (Activates LED Low Beam Headlamps with Courtesy Delay)
- Easy Fuel® Capless Fuel Filler
- Front Air Curtain
- LED Taillamps with Amber Turn Signals
- Power Liftgate
- Privacy Glass – Second Row, Third Row and Liftgate
- Roof-Mounted Antenna
- Tires
 - P255/65R18 All-Season (A/S) BSW
 - Mini Spare
- Wheels – 18" Five-Spoke Sparkle Silver-Painted Aluminum
- Wipers
 - Windshield – Variable Intermittent/Continuous
 - Rear Window – Single-Speed Intermittent/Continuous

INTERIOR/COMFORT

- Center Floor Console – Front
 - Armrest
 - Storage Bin
- Climate Control
 - Tri-Zone Electronic Temperature Control
 - Cabin Particulate Air Filter
 - Rear Auxiliary Controls
- Cruise Control
- Beverage Holders (10) – Front Row, four (4), Second Row, four (4), Third Row, two (2)
- Door-Sill Scuff Plates, Front and Rear – Black Molded-in-Color (MIC), embossed with "EXPLORER"
- Driver and Front Passenger Seat Back Map Pockets
- Driver's Side Footrest
- Interior Finishes
 - Satin Silver Twilight Color on Center Stack
 - High Gloss Black Color on Center Stack Buttons
- Floor Mats – Carpet, Front and Second Rows
- Grab Handles – Front-Passenger; Second Row – two (2), includes Coat Hooks
- Illuminated Visor Vanity Mirrors (Driver and Front Passenger)
- Instrument Panel Appliqués – Ebony
- Instrument Panel Cluster
 - 4.2" Color LCD Productivity Screen
 - Message Center
 - Outside Temperature Display
 - Trip Computer
- Interior Environment – Sandstone
- Lighting
 - Front Overhead Console Mounted Map Lights
 - Illuminated Entry System
 - Rear Cargo Area Light
 - Second and Third Row Dome Lights
- Locking Glove Box
- Overhead Console with Sunglasses Storage
- Powerpoints (12V) – five (5)
 - Front row; one (1) in Media Hub, one (1) in center console
 - Second row; two (2) in rear section of center console
 - Rear Cargo Area; one (1)

INTERIOR/COMFORT (continued)

- Rotary Gear Shift Dial
- Seats (Refer to the Color & Trim Availability section for additional information)
 - Cloth
 - Front Row Captain's Chairs
 - 8-way Power Driver's Seat
 - 4-way Manual Front Passenger
 - Second Row – 35/30/35 Split-Fold-Flat and Reclining Outboard Seats with E-Z Entry¹ (Manual fore/aft adjustable seat on "35" section only)
 - Third Row – 50/50 Split-Fold-Flat (Manual)
- Steering Column – Manual Tilt/Telescoping
- Steering Wheel with Mounted Features
 - 5-Way Controls
 - Audio Controls
 - Cruise Controls
- Windows, Power – Front and Rear. Front Row One-Touch-Up/Down Feature (door mounted controls).

SAFETY/SECURITY

- AdvanceTrac™ with RSC® (Roll Stability Control™)
- Airbags
 - First Row: Driver and Passenger Dual-Stage Front, Front-seat Side and Driver/Passenger Knee
 - All Rows: Safety Canopy® Side-Curtain with Rollover Sensor
- Center High-Mounted Stop Lamp (CHMSL)
- Curve Control
- Day/Night Rearview Mirror – Manually Adjustable
- Door Locks, Power
 - Auto lock/Auto unlock
 - Child-Safety Rear
- Head Restraints
 - Two-Way Manually Adjustable (Up/Down) – All Rows. Second Row Center Head Restraint is fixed position.
- Headlamps
 - LED Low and High Beams with Courtesy Delay
 - Wiper-Activated
- Hooks
 - Cargo Net – Four (4)
 - Load Floor Tie-Down – Four (4)
- Individual Tire Pressure Monitoring System (ITPMS)
- LATCH (Lower Anchors and Tether Anchors for Children) on Second and Third Row Outboard Seating Positions
- Mirrors, Sideview – Power Glass, Manual-Folding and Black Molded-in-Color Caps²
- MyKey®
- Personal Safety System™³
- Rear-Window Defroster and Washer
- Safety Belts
 - Front Row – Belt-Minder® (Front Safety Belt Reminder)
 - Front Row – Adjustable Height
 - Second Row – Outboard and Center Seat Shoulder
 - Third Row – Outboard

¹ E-Z Entry is manually activated

² BLIS® (Blind Spot Information System) with Cross-Traffic Alert is included in the Ford Co-Pilot360™

³ Personal Safety System™ for driver and front passenger includes dual-stage front airbags, safety belt pretensioners, safety belt energy-management retractors, safety belt usage sensors, driver's seat position sensor, crash severity sensor, restraint control module and Front-Passenger Sensing System.

2023 EXPLORER BASE STANDARD EQUIPMENT

SAFETY/SECURITY (continued)

- SecurILock® Passive Anti-Theft System (PATS) (Explorer Base Series Only)
- SOS Post-Crash Alert System™

FORD CO-PILOT360™ TECHNOLOGY

- Auto Hold
- Ford Co-Pilot360™
 - Auto High-Beam Headlamps
 - BLIS® (Blind Spot Information System) with Cross-Traffic Alert⁴
 - Lane-Keeping System
 - Lane-Keeping Alert
 - Lane-Keeping Assist
 - Driver Alert
 - Pre-Collision Assist with Automatic Emergency Braking (AEB)
 - Pedestrian Detection
 - Forward Collision Warning
 - Dynamic Brake Support
 - Rear View Camera⁵
- Headlamps – Autolamp (Automatic On/Off)
- Hill Descent Control™ (4WD Only)
- Hill Start Assist
- Post-Collision Braking
- Rear Parking Sensors
- Side-Wind Stabilization
- Trailer Sway Control

FUNCTIONAL

- 3.58 Non-Limited-Slip Rear Axle (RWD and 4WD)
- ⁴ BLIS® (Blind Spot Information System) with Cross-Traffic Alert and Trailer Coverage when Class IV Trailer Tow Package (52T) is selected
- ⁵ With Backup Assist Grid Lines

FUNCTIONAL (continued)

- Audio
 - AM/FM Stereo
 - MP3 Capable
 - Six (6) Speakers
 - Speed-Compensated Volume
 - SiriusXM®

Note: Includes a three (3)-month prepaid subscription. Service is not available in Alaska and Hawaii.

Note: All SiriusXM® services require a subscription, sold separately by SiriusXM® after the trial period. Your SiriusXM® service will automatically stop at the end of your trial unless you decide to subscribe. If you decide to continue service, the subscription plan chosen will automatically renew and be charged according to your chosen payment method at the then-current rates. Fees and taxes apply. See the SiriusXM® Customer Agreement & Privacy Policy at [HYPERLINK "http://www.siriusxm.com"](http://www.siriusxm.com) www.siriusxm.com for full terms and how to cancel, which includes online methods or calling 1-866-635-2349. Available in the 48 contiguous United States, D.C., and Puerto Rico (with coverage limits and capable receiver). Visit <http://www.siriusxm.com/FAQS> for most current service area information. Availability of some services and features is subject to device capabilities and location restrictions. All fees, content and features are subject to change. SiriusXM®, Pandora and all related logos are trademarks of Sirius XM Radio Inc. and its respective subsidiaries.

Note: SiriusXM® is not available when ordered with (58R) and (58V)

- Battery Saver
- Compass
- Electric Power-Assisted Steering (EPAS)
- FordPass Connect™
 - 4G LTE Wi-Fi Hotspot connects up to 10 devices⁶
 - Remotely start, lock and unlock vehicle⁷
 - Schedule specific times to remotely start vehicle⁷
 - Locate parked vehicle⁷
 - Check vehicle status⁷

Note: Ford Telematics™ and Data Services Prep included for Fleet ONLY: FordPass Connect™ 4G Wi-Fi Modem provides data to support telematics and data services including but not limited to vehicle location, speed, idle time, fuel, vehicle diagnostics and maintenance alerts. Device enables telematics services through Ford or authorized providers. Activate at www.fleet.ford.com or call 833-FCS-Ford. (833-327-3673)

- Front and Rear Stabilizer Bars
- Independent Front and Rear Suspension
- Intelligent Oil-Life Monitor®
- Keyless-Entry Integrated Key Transmitter Remotes – Two (2)
- SYNC® 3
 - Enhanced Voice Recognition Communications and Entertainment System
 - 8" LCD Capacitive Touchscreen in Center Stack with Swipe Capability
 - Pinch-to-Zoom capability included when equipped with available Voice-Activated Touchscreen Navigation System (Navigation is included in the Ford Co-Pilot360™ Assist+ (65S), available on XLT 202A and higher)
 - Applink®
 - 911 Assist®
 - Apple CarPlay® and Android Auto™ Compatibility
 - USB Ports, First Row – One (1) "A" and one (1) "C" in the Media Hub

4WD MODELS INCLUDE:

- Intelligent 4WD
- Terrain Management System™

⁶ Wi-Fi hotspot includes wireless data trial that begins upon AT&T activation and expires at the end of 3 months or when 3GB of data is used, whichever comes first, but cannot extend beyond the trial subscription period for remote features. To activate, go to www.att.com/ford.

⁷ FordPass Connect (optional on select vehicles), the Ford Pass App., and Complimentary Connected Services are required for remote features (see FordPass Terms for details). Connected Service and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Connected services excludes Wi-Fi hotspot.

BREDEMANN FORD IN GLENVIEW 2038 WAUKEGAN ROAD • GLENVIEW, IL 60025 PHONE (847) 998-4000 FAX (847) 998-8760				DEAL #		E-MAIL(S) jmtchell@mortongroveil.org	
DATE 10/17/2023				BREDEMANN.COM		CLIENT ID#	
PURCHASER Village of Morton grove				CO-PURCHASER		CELL PHONE # 1 CELL PHONE # 2	
STREET 6101 capulina				CITY Morton Grove		STATE IL	
ZIP 60053				TRADE YEAR		MAKE	
MODEL				MODEL		COLOR	
MILES				EXTERIOR COLOR Charcoal		INTERIOR TRIM Black	
STOCK #				VEHICLE IDENTIFICATION NUMBER 1FMSK8DH4PGB96779		VEHICLE IDENTIFICATION NUMBER	
LICENSE #				MILES		HOLDHOLDER <i>None</i>	

**OUR GOAL IS
YOUR COMPLETE
SATISFACTION
IMPORTANT**

ALL PARTIES NAMED ON THE TITLE AND CONTRACT **MUST** BE PRESENT.

WE **MUST** WITNESS ALL SIGNATURES.

THE **LAW** REQUIRES **BEFORE** DELIVERY:

- 1) **CLEAR** TITLE TO THE VEHICLE TRADED OR TURNED IN.
- 2) YOUR **CURRENT** VEHICLE REGISTRATION CARD AND **CURRENT** DRIVER'S LICENSE
- 3) **PROOF** OF INSURANCE COVERAGE INCLUDING AUTO INSURANCE COMPANY NAME, AGENT'S NAME, ADDRESS, PHONE NUMBER AND POLICY NUMBER

AS EQUIPPED:

PRICE OF UNIT & ACCESSORIES	\$40,922.94
TRADE-IN ALLOWANCE	
CASH DIFFERENCE	\$40,922.94
DOCUMENTARY SERVICE FEE	\$347.26
OPTIONAL ERT FEE	\$35.00
TAXABLE AMOUNT	
STATE & LOCAL TAXES	\$0.00
COOK COUNTY TAX	\$0.00
FLAT COUNTY TAX	
LICENSE, TITLE & REG.	\$175.00
SUB-TOTAL	\$41,480.20
APPROX. TRADE PAYOFF	
TOTAL	\$41,480.20
REB. 1)	REB. 2)
REB. 3)	REB. 4)
DEPOSIT (
DEPOSIT (\$0.00
REBATE TOTAL	
BAL. DUE ON DELIVERY	\$41,480.20

COMPANY POLICY DOES NOT ALLOW THE USE OF CREDIT CARDS FOR THE ACTUAL PURCHASE OF A VEHICLE. CREDIT CARDS ARE ALLOWED FOR PAYMENT OF SERVICE CONTRACTS AND VEHICLE WARRANTIES. VALID CREDIT CARDS ARE ALSO ALLOWED AS PAYMENT IN THE SERVICE AND PARTS DEPARTMENTS.

DOCUMENTARY FEE: A DOCUMENT SERVICE FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS AND PERFORMING SERVICES RELATED TO CLOSING OF A SALE. THE BASE DOCUMENTARY FEE BEGINNING JANUARY 1, 2008, WAS \$150. THE MAXIMUM AMOUNT THAT MAY BE CHARGED FOR A DOCUMENTARY FEE IS THE BASE DOCUMENTARY FEE OF \$100.00 WHICH SHALL BE SUBJECT TO AN ANNUAL RATE ADJUSTMENT EQUAL TO THE PERCENTAGE OF CHANGE IN THE BUREAU OF LABOR STATISTICS CONSUMER PRICE INDEX. THIS NOTICE IS REQUIRED BY LAW.

REFER TO RETAIL INSTALLMENT CONTRACT FOR CREDIT DETAILS. NO PUBLIC LIABILITY OR PROPERTY DAMAGE INSURANCE ISSUED WITH THIS TRANSACTION UNLESS HEREIN STATED

ONE OF THE FOLLOWING BOXES MUST BE SIGNED BY PURCHASER AND DEALER MANAGEMENT

NEW VEHICLE WITH MANUFACTURER WARRANTY ONLY: THE SELLING DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. This disclaimer by Dealer in no way affects the terms of the manufacturer's warranty. See paragraphs 10 thru 12 on the back of this order. The advantages of the several Service contracts available with my new vehicle have been fully explained to me, but I choose not to participate and hold Dealer harmless for any claims which could arise and be covered by extended warranty.

PURCHASER TO SIGN _____ SALES MANAGER _____

NEW VEHICLE WITH MANUFACTURER WARRANTY AND A SERVICE CONTRACT: Service contract is effective only if Purchaser and Dealer sign separate forms. See paragraphs 10 thru 12 on the back of this order and terms of the Service Contract.

PURCHASER TO SIGN _____ SALES MANAGER _____

Purchaser's Warranties and Agreement to Arbitrate: In consideration of the covenants and representations in this Contract, Purchaser has or shall (upon presentation by Dealer) sign an Arbitration Agreement with Dealer, the terms and conditions of which are incorporated herein. If the Purchaser has a trade-in, then the Purchaser warrants and represents that the trade-in vehicle has not had any frame or unibody damage or been in a flood.

PURCHASER TO SIGN _____ SALES MANAGER _____

DEMONSTRATOR "AS IS" WITH BALANCE OF MANUFACTURER WARRANTY ONLY: All warranty coverage comes from the unexpired manufacturer's warranty. THE SELLING DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. This disclaimer by dealer in no way affects the terms of the balance of the manufacturer's warranty in effect. See paragraphs 10 thru 12 on the back of this order and terms of the manufacturer's warranty. The dealership itself assumes no responsibility for any repairs, regardless of any oral statements about the vehicle. The advantages of several alternative extended Service Contracts available with my new vehicle have been fully explained to me, but I choose not to participate and hold Dealer harmless for any claims which could arise and be covered by an extended warranty.

PURCHASER TO SIGN _____ SALES MANAGER _____

DEMONSTRATOR VEHICLE WITH BALANCE OF MANUFACTURER WARRANTY AND A SERVICE CONTRACT: The manufacturer's original warranty has not expired on this vehicle. Consult the manufacturer's warranty booklet for details as to warranty coverage, service locations, etc. The Service Contract is effective only if Purchaser and Dealer sign separate forms. See paragraphs 10 thru 12 on the back of this order, terms of the Service Contract and balance of the Manufacturer's warranty which may be in effect.

PURCHASER TO SIGN _____ SALES MANAGER _____

THE ENTIRE FRONT AND BACK OF THIS ORDER CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES, AND THE SELLING DEALER SHALL NOT BE BOUND BY ANY PRESENTATION, PROMISE, OR INDUCEMENT MADE BY ANY AGENT OR EMPLOYEE OF DEALER NOT SET FORTH IN WRITING ON THE FACE OF THIS ORDER OR IN A SEPARATE SIGNED DOCUMENT ATTACHED TO THIS ORDER. THE INFORMATION YOU SEE ON THE WINDOW FORM (BUYER'S GUIDE) FOR THIS VEHICLE IS ALSO A PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE. I/WAVE HAVE DRIVEN AND INSPECTED THE VEHICLE AND AM/ARE COMPLETELY SATISFIED WITH THE EXISTING CONDITION AS-IS OF THE VEHICLE AT DELIVERY.

This order is subject to correction of any mathematical error by sales or office personnel. I certify that I am 18 years of age or older.

I HAVE READ THE MATTER ON THE BACK OF THIS ORDER AND AGREE TO IT AS PART OF THIS ORDER THE SAME AS IF IT WAS PRINTED ABOVE MY SIGNATURE.

APPROVED AND ACCEPTED BY:

PURCHASER'S SIGNATURE

10/17/2023

DATE

APPROVED AND ACCEPTED BY:

APPROVED AND ACCEPTED BY:

BREDEMANN FORD IN GLENVIEW

10/17/2023

DATE

THIS ORDER IS NOT VALID UNLESS SIGNED AND ACCEPTED BY DEALER

CO-PURCHASER'S SIGNATURE

10/17/2023

DATE

BREDEMANN FORD IN GLENVIEW
2038 WAUKEGAN RD. GLENVIEW, IL 60025

A.M.D.G.



Preview Order A333 - K8D - XLT 4WD: Order Summary Time of Preview: 10/17/2023 10:36:20 Receipt: 8/16/2023

Dealership Name: Bredemann Ford In Glenview

Sales Code : F41077

Dealer Rep.	STEPHEN TRAVNIK	Type	Retail	Vehicle Line	Explorer	Order Code	A333
Customer Name	V Village	Priority Code	10	Model Year	2023	Price Level	360

DESCRIPTION	MSRP	INVOICE DESCRIPTION	MSRP	INVOICE
K8D0 EXPLORER XLT 4WD	\$40570	\$38947 CLASS IV TRAILER TOW PACKAGE	\$545	\$512
.119 INCH WHEELBASE	\$0	\$0 4G LTE WI-FI HOTSPOT CREDIT	\$-20	\$-18
CARBONIZED GRAY METALLIC	\$0	\$0 REAR AUXILIARY CNTRLS CREDIT	\$-100	\$-94
UNIQUE CLOTH	\$0	\$0 FRONT LICENSE PLATE BRACKET	\$0	\$0
EBONY INTERIOR	\$0	\$0 FUEL CHARGE	\$0	\$61.94
EQUIPMENT GROUP 200A	\$0	\$0 PRICED DORA	\$0	\$0
.18" 5-SPOKE PAINTED ALUM WHLS	\$0	\$0 ADVERTISING ASSESSMENT	\$0	\$41
.2.3L ECOBOOST I-4 ENGINE	\$0	\$0 DESTINATION & DELIVERY	\$1595	\$1595
.10-SPEED AUTO TRANSMISSION	\$0	\$0 *****	\$0	\$0
.P255/65R18 A/S BSW TIRES	\$0	\$0 *RESIDENCY RESTRICTIONS APPLY*	\$0	\$0
4WD REGIONAL DISCOUNT	\$0	\$0 *TO DISCOUNTS/SAVINGS - BASED*	\$0	\$0
RESIDENCY RESTRICTIONS APPLY	\$0	\$0 * ON CUSTOMER ZIP CODE. SEE *	\$0	\$0
CV LOT MANAGEMENT	\$0	\$10 * DEALER FOR DETAILS. *	\$0	\$0
FLR LNERS RW 1&2/NO CRPET MAT	\$160	\$150 *****	\$0	\$0
50 STATE EMISSIONS	\$0	\$0		
			MSRP	INVOICE
TOTAL BASE AND OPTIONS			\$42750	\$41204.94
4WD REGIONAL DISCOUNT			\$-300	\$-282
TOTAL			\$42450	\$40922.94

Customer Name:
Customer Address:

Customer Email:

Customer Phone:

Customer Signature

Date

This is not an invoice.

2023 EXPLORER BASE STANDARD EQUIPMENT

The following features are standard on the 2023MY Explorer:

MECHANICAL

- Electric Parking Brake
- Engine – 2.3L EcoBoost® I-4 with Auto Start-Stop Technology
- Four-Wheel Disc Brakes with Anti-Lock Brake System (ABS)
- Standard-Duty Front and Rear Brake Calipers
- Transmission – 10-Speed Automatic

EXTERIOR

- 17.9 Gallon Fuel Tank
- Active Grille Shutters (Not available with the Fleet Only optional 3.3L Ti-VCT V6 FFV Engine on Base)
- Black – Molded-in-Color
 - Door Handles
 - Grille
 - Liftgate Scuff
 - Lower Bodyside Cladding
 - Wheelip Molding
- Body-Color
 - Bumpers, Front and Rear (Body-Color Upper, Black Lower)
 - Rear Spoiler
- Chrome Liftgate Appliqué
- Configurable Daytime Running Lamps (DRL) (Activates LED Low Beam Headlamps with Courtesy Delay)
- Easy Fuel® Capless Fuel Filler
- Front Air Curtain
- LED Taillamps with Amber Turn Signals
- Power Liftgate
- Privacy Glass – Second Row, Third Row and Liftgate
- Roof-Mounted Antenna
- Tires
 - P255/65R18 All-Season (A/S) BSW
 - Mini Spare
- Wheels – 18" Five-Spoke Sparkle Silver-Painted Aluminum
- Wipers
 - Windshield – Variable Intermittent/Continuous
 - Rear Window – Single-Speed Intermittent/Continuous

INTERIOR/COMFORT

- Center Floor Console – Front
 - Armrest
 - Storage Bin
- Climate Control
 - Tri-Zone Electronic Temperature Control
 - Cabin Particulate Air Filter
 - Rear Auxiliary Controls
- Cruise Control
- Beverage Holders (10) – Front Row, four (4), Second Row, four (4), Third Row, two (2)
- Door-Sill Scuff Plates, Front and Rear – Black Molded-in-Color (MIC), embossed with "EXPLORER"
- Driver and Front Passenger Seat Back Map Pockets
- Driver's Side Footrest
- Interior Finishes
 - Satin Silver Twilight Color on Center Stack
 - High Gloss Black Color on Center Stack Buttons
- Floor Mats – Carpet, Front and Second Rows
- Grab Handles – Front-Passenger; Second Row – two (2), includes Coat Hooks
- Illuminated Visor Vanity Mirrors (Driver and Front Passenger)
- Instrument Panel Appliqués – Ebony
- Instrument Panel Cluster
 - 4.2" Color LCD Productivity Screen
 - Message Center
 - Outside Temperature Display
 - Trip Computer
- Interior Environment – Sandstone
- Lighting
 - Front Overhead Console Mounted Map Lights
 - Illuminated Entry System
 - Rear Cargo Area Light
 - Second and Third Row Dome Lights
- Locking Glove Box
- Overhead Console with Sunglasses Storage
- Powerpoints (12V) – five (5)
 - Front row; one (1) in Media Hub, one (1) in center console
 - Second row; two (2) in rear section of center console
 - Rear Cargo Area; one (1)

INTERIOR/COMFORT (continued)

- Rotary Gear Shift Dial
- Seats (Refer to the Color & Trim Availability section for additional information)
 - Cloth
 - Front Row Captain's Chairs
 - 8-way Power Driver's Seat
 - 4-way Manual Front Passenger
 - Second Row – 35/30/35 Split-Fold-Flat and Reclining Outboard Seats with E-Z Entry¹ (Manual fore/aft adjustable seat on "35" section only)
 - Third Row – 50/50 Split-Fold-Flat (Manual)
- Steering Column – Manual Tilt/Telescoping
- Steering Wheel with Mounted Features
 - 5-Way Controls
 - Audio Controls
 - Cruise Controls
- Windows, Power – Front and Rear. Front Row One-Touch-Up/Down Feature (door mounted controls).

SAFETY/SECURITY

- AdvanceTrac™ with RSC® (Roll Stability Control™)
- Airbags
 - First Row: Driver and Passenger Dual-Stage Front, Front-seat Side and Driver/Passenger Knee
 - All Rows: Safety Canopy® Side-Curtain with Rollover Sensor
- Center High-Mounted Stop Lamp (CHMSL)
- Curve Control
- Day/Night Rearview Mirror – Manually Adjustable
- Door Locks, Power
 - Auto lock/Auto unlock
 - Child-Safety Rear
- Head Restraints
 - Two-Way Manually Adjustable (Up/Down) – All Rows. Second Row Center Head Restraint is fixed position.
- Headlamps
 - LED Low and High Beams with Courtesy Delay
 - Wiper-Activated
- Hooks
 - Cargo Net – Four (4)
 - Load Floor Tie-Down – Four (4)
- Individual Tire Pressure Monitoring System (ITPMS)
- LATCH (Lower Anchors and Tether Anchors for Children) on Second and Third Row Outboard Seating Positions
- Mirrors, Sideview – Power Glass, Manual-Folding and Black Molded-in-Color Caps²
- MyKey®
- Personal Safety System™³
- Rear-Window Defroster and Washer
- Safety Belts
 - Front Row – Belt-Minder® (Front Safety Belt Reminder)
 - Front Row – Adjustable Height
 - Second Row – Outboard and Center Seat Shoulder
 - Third Row – Outboard

¹ E-Z Entry is manually activated

² BLIS® (Blind Spot Information System) with Cross-Traffic Alert is included in the Ford Co-Pilot360™

³ Personal Safety System™ for driver and front passenger includes dual-stage front airbags, safety belt pretensioners, safety belt energy-management retractors, safety belt usage sensors, driver's seat position sensor, crash severity sensor, restraint control module and Front-Passenger Sensing System.

2023 EXPLORER BASE STANDARD EQUIPMENT

SAFETY/SECURITY (continued)

- SecuriLock® Passive Anti-Theft System (PATS) (Explorer Base Series Only)
- SOS Post-Crash Alert System™

FORD CO-PILOT360™ TECHNOLOGY

- Auto Hold
- Ford Co-Pilot360™
 - Auto High-Beam Headlamps
 - BLIS® (Blind Spot Information System) with Cross-Traffic Alert⁴
 - Lane-Keeping System
 - o Lane-Keeping Alert
 - o Lane-Keeping Assist
 - o Driver Alert
 - Pre-Collision Assist with Automatic Emergency Braking (AEB)
 - o Pedestrian Detection
 - o Forward Collision Warning
 - o Dynamic Brake Support
 - Rear View Camera⁵
- Headlamps – Autolamp (Automatic On/Off)
- Hill Descent Control™ (4WD Only)
- Hill Start Assist
- Post-Collision Braking
- Rear Parking Sensors
- Side-Wind Stabilization
- Trailer Sway Control

FUNCTIONAL

- 3.58 Non-Limited-Slip Rear Axle (RWD and 4WD)

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⁵ With Backup Assist Grid Lines

FUNCTIONAL (continued)

- Audio
 - AM/FM Stereo
 - MP3 Capable
 - Six (6) Speakers
 - Speed-Compensated Volume
 - SiriusXM®

Note: Includes a three (3)-month prepaid subscription. Service is not available in Alaska and Hawaii.

Note: All SiriusXM® services require a subscription, sold separately by SiriusXM® after the trial period. Your SiriusXM® service will automatically stop at the end of your trial unless you decide to subscribe. If you decide to continue service, the subscription plan chosen will automatically renew and be charged according to your chosen payment method at the then-current rates. Fees and taxes apply. **See the SiriusXM® Customer Agreement & Privacy Policy at HYPERLINK** "<http://www.siriusxm.com/>" www.siriusxm.com for full terms and how to cancel, which includes online methods or calling 1-866-635-2349. Available in the 48 contiguous United States, D.C., and Puerto Rico (with coverage limits and capable receiver). Visit <http://www.siriusxm.com/FAQS> for most current service area information. Availability of some services and features is subject to device capabilities and location restrictions. All fees, content and features are subject to change. SiriusXM®, Pandora and all related logos are trademarks of Sirius XM Radio Inc. and its respective subsidiaries.

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- FordPass Connect™
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- Front and Rear Stabilizer Bars
- Independent Front and Rear Suspension
- Intelligent Oil-Life Monitor®
- Keyless-Entry Integrated Key Transmitter Remotes – Two (2)
- SYNC® 3
 - Enhanced Voice Recognition Communications and Entertainment System
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 - 911 Assist®
 - Apple CarPlay® and Android Auto™ Compatibility
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- Terrain Management System™

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2023 EXPLORER XLT

STANDARD EQUIPMENT

Includes all Base standard equipment, plus:

EXTERIOR

- Door Handles – Body-Color
- Grille – Black Mesh Insert with Chrome Bars
- LED Signature Lighting
- Lower Bodyside Cladding – Black with Chrome Accent
- Rear Bumper Step Pad – Molded-In-Color Black
- Roof-Rack Side Rails – Black with Black End Caps

INTERIOR/COMFORT

- Interior Finishes on XLT Ebony Interior
 - Light Slate Colored Uppers: Headliner, Overhead Console, Pillars, Grab Handles, Visors and Moonroof Shade
 - Satin Silver Twilight Color on Center Stack, Steering Wheel Bezel, Instrument Panel Applique and Door Armrest Carrier
 - High Gloss Black Color on Center Stack Buttons
- Interior finishes on XLT Sandstone Interior
 - Satin Silver Twilight Color on Center Stack, Steering Wheel Bezel, Instrument Panel Applique and Door Armrest Carrier
 - High Gloss Black Color on Center Stack Buttons
- Instrument Panel Cluster – 6.5" Color LCD Productivity Screen
- Interior Environments
 - Ebony with Light Slate Uppers
 - Sandstone
- Seats (Refer to the Color & Trim Availability section for additional information)
 - Unique Cloth
 - 10-way Power Driver's
 - 4-way Power Passenger
 - First Row Heated Seats
 - Second Row Captain's Chairs with E-Z Entry¹ and Armrests
- Steering Wheel – Leather-Wrapped

SAFETY/SECURITY

- Mirrors, Sideview – Power and Heated Glass, Manual-Folding, Security Approach Lamps and Black Caps
- Perimeter Alarm

FUNCTIONAL

- 4-Door Intelligent Access (Lock/Unlock) with Push-Button Start
- USB Ports, Second Row – Two (2) "C" (replaces a Powerpoint 12V Port on the back side of the Front Console)

¹ E-Z Entry is manually activated

303 W. Grand Ave,
Bensenville, IL 60106.
Tel: (630) 279 - 6000
Fax: (630) 451 - 3509
www.roeschford.com



**Truck
Center**

Buyer _____ Village Of Morton Grove
Co-Buyer _____
Street _____ 6101 Capulina Ave
City, St, Zip _____ Morton Grove, IL 60053 _____ County _____ Cook
Phone _____ 847-815-1676 _____ Fax _____ Date 11/07/23
Contact _____ Kevin Lochner _____ Email _____ klochner@mortongroveil.org

MAKE Ford	MODEL Explorer (K8D)	COLOR Carbonized Gray	STK# 22-3649	YEAR 2023
BODY STYLE Passenger SUV	TYPE OF SALE Cash	SALESPERSON Rob Bates	VIN# 1FMSK8DH9PGB97099	

**PLEASE TAKE NOTICE: THIS ORDER IS NOT VALID UNLESS SIGNED BY
MANAGEMENT OF ROESCH FORD**

11. Any USED motor vehicle sold to Purchaser by Dealer under this Order is sold at the time of delivery by Dealer without any guarantee or warranty, expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, as to its condition or the condition of any part thereof except as may be otherwise specifically provided in writing on the face of this order or in a separate writing furnished to Purchaser by Dealer.

Signature of Customer _____

FUEL (Full Tank) / WASH / PREP FOR DELIVERY /		
Tax Exempt #		
VEHICLE PAYOFF INFORMATION		TOTAL CASH SALE PRICE
COMPANY _____		Trade-in Value \$0.00
ADDRESS _____		Sub-Total \$41,745.00
PHONE _____		Electronic Registration Tax \$35.00
CONTACT _____		Sales tax \$0.00
ACCOUNT# _____ GOOD UNTIL _____		License & Title Muni Plates \$163.00
DESCRIPTION OF USED TRUCK TRADE-IN		Drive Away \$0.00
YEAR	MODEL	MAKE
BODY STYLE	SERIAL #	
1) This agreement is subject to the additional terms and conditions on the back of this order		Documentation \$347.26
2) No other agreement, verbal or otherwise, will be honored. Read this order on both sides to avoid any misunderstandings		Safety Inspection \$0.00
3) Sales Tax to be calculated based on IL state tax law in effect at time of delivery		Cook County Use Tax (1.00%) \$0.00
		Add Payoff \$0.00
		TOTAL CASH DELIVERED PRICE \$42,290.26
		Extended Service Plan
		Rebate \$0.00
		Deposit Receipt Deposit Required \$0.00
		C.O.D. \$42,290.26
		Contract
I AGREE TO THE TERMS & CONDITIONS HEREIN		SALES ASSOCIATE
		APPROVED BY

CHI-003568

IL

4-REBILL, NB, 103568, PK281

3781

120231001 6943

UTIC
CERT CERT CERT

U W IL

TRD RAMP BUMP CAME BOOK EXPL ROT

01 6943

3332/10500

1FMSK8DH9 PGB97099 NB

GUI3

VEHICLE DESCRIPTION



EXPLORER
2023 EXPLORER XLT 4WD
116" WHEELBASE
2.3L ECOBOOST 4-CYLINDER
10-SPEED AUTO TRANSMISSION

PG B97099

EXTERIOR
CARBONIZED GRAY METALLIC
INTERIOR
EBONY UNIQUE CLOTH SEATS

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

- EXTERIOR**
- DOOR HANDLES - BODY COLOR
 - EASY FUEL CAPLESS FILLER
 - HEADLAMPS - AUTO LED
 - LED SIGNATURE LIGHTING
 - MIRRORS-MAN-FOLD DUAL PWR
 - HEATED WITH APPROACH LAMPS
 - PRIVACY GLASS REAR DOORS
 - REAR INT WIPER/WASHER/DEFY
 - REAR SPOILER, BODY COLOR
 - ROOF-RACK SIDE RAILS-BLACK
 - TAIL LAMPS-LED
 - TRAILER SWAY CONTROL
 - VARIABLE INTERVAL WIPERS
- INTERIOR**
- 1 TOUCH UP/DOWN DR/PASS WIN
 - 3RD ROW - 50/50 FOLD FLAT
 - DUAL ILLUM VIS VANITY MIRR
 - HEATED CLOTH FRONT SEATS
 - IP CLUSTER 6.5" LCD SCREEN
 - LEATHER WRAPPED STR WHEEL
 - POWER DRIVER SEAT - 10 WAY
 - POWER PASS SEAT - 4-WAY
 - POWERPOINTS - 12V
 - ROTARY GEAR SHIFT DIAL
 - SIDE SCOOTING STEERING
 - WHEEL ELECTRIC CTRL CROLS
 - TRI-ZONE ELECTRIC CLOTH CTRL
 - USB A(1) & C(1)-1ST ROW

- FUNCTIONAL**
- 4-DR INTELL ACCESS LOCK/ UNLOCK W/PUSH-BUTTON START
 - AM/FM/MP3, 6 SPEAKERS
 - BRAKES, 4-WHEEL DISC/ABS
 - FORD CO-PILOT360™
 - FORDPASS™ CONNECT
 - HILL START ASSIST
 - LEATHER PARKING SENSORS
 - REAR VIEW CAMERA
 - REFRESH86
 - SIDE-WIND STABILIZATION
 - SIRIUSXM® - SVC N/A AK&HI
 - SYNC3 8" SCR N WAPPLINK®
- SAFETY/SECURITY**
- ADVANCETRAC™ WITH RSC®
 - AIRBAG-DRIVER/PASS KNEE
 - AIRBAGS - DUAL STAGE FRONT
 - AIRBAGS - FRONT SEAT
 - MOUNTED SIDE IMPACT
 - AIRBAGS - SAFETY CANOPY®
 - INDIV TIRE PRESS MONIT SYS
 - LATCH CHILD SAFETY SYSTEM
 - PERIMETER ALARM
 - SOS POST-CRASH ALERT SYS™

- WARRANTY**
- 3YR/36,000 BUMPER / BUMPER
 - 5YR/60,000 POWERTRAIN
 - 5YR/60,000 ROADSIDE ASSIST

(MSRP)

INCLUDED ON THIS VEHICLE EQUIPMENT GROUP 202A

- OPTIONAL EQUIPMENT/OTHER**
- 18" 5-SPOKE PAINTED ALUM WHLS
 - P255/65R18 A/S BSW TIRES
 - 4WD REGIONAL DISCOUNT
 - 50 STATE EMISSIONS
 - 4G LTE Wi-Fi HOTSPOT CREDIT
 - REAR AUXILIARY CNTRLS CREDIT
 - FRONT LICENSE PLATE BRACKET

PRICE INFORMATION

BASE PRICE	\$40,570.00
TOTAL OPTIONS/OTHER	- 120.00
TOTAL VEHICLE & OPTIONS/OTHER	40,450.00
DESTINATION & DELIVERY	1,595.00
TOTAL BEFORE DISCOUNTS	42,045.00
4WD REGIONAL DISCOUNT	- 300.00
TOTAL SAVINGS	- 300.00

RESIDENCY RESTRICTIONS APPLY TO DISCOUNTS/SAVINGS - BASED ON CUSTOMER RESIDENCE. SEE DEALER FOR DETAILS.

(MSRP)

EPA Fuel Economy and Environment

Fuel Economy

23 MPG
combined city/hwy

20 city
27 highway

4.3 gallons per 100 miles

Standard SUVs range from 14 to 102 MPG. The best vehicle rates 132 MPG.

You spend **\$1,500** more in fuel costs over 5 years compared to the average new vehicle.

Annual fuel cost **\$1,900**

Fuel Economy & Greenhouse Gas Rating



Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 28 MPG and costs \$5,000 to fuel over 5 years. Credit for the vehicle's emissions are a significant cause of climate change and smog.

fueleconomy.gov

Calculate personalized estimates and compare vehicles

GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score ★★★★★
Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash	★★★★★
Driver Passenger	★★★★★
Side Crash	★★★★★
Front seat Rear seat	★★★★★
Rollover	★★★★★

Star ratings range from 1 to 5 stars (★★★★★), with 5 being the highest. Source: National Highway Traffic Safety Administration (NHTSA).

www.safercar.gov or 1-888-321-4236

TOTAL MSRP \$41,745.00

Whether you decide to lease or finance your vehicle, you'll find the choices that are right for you. See your dealer for details or visit www.ford.com/finance.

SPECIAL ORDER
PK281 R B X 360 003568 10 20 23

RAMP ONE	CC06	CONVOY
RAMP TWO	ITEM #	41-3659 O/T 1

This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Gasoline, License and Title Fees, State and Local taxes are not included. Dealer installing options or accessories are not included unless listed above.



The FordPass Connect™ modem is active and sending vehicle data (e.g., diagnostics) to Ford. See In-Vehicle Settings for connectivity options. FordPass Connect™ service and FordPass™ App required for certain remote features (see App Terms for more information). Connected service and related feature functionality is subject to network availability, cellular technology / cellular network coverage, and other factors. Continued provision of some features, including those for functioning, message and data rates may apply. See your local Ford website for our privacy policy.

FORD PROTECT™
Insist on Ford Protect! The only extended service plan fully backed by Ford and honored at every Ford dealership in the U.S., Canada and Mexico. See your Ford dealer or visit www.FordProtect.com.



Scan QR code to view Ford Protect terms.

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11/07/2023

303 W. Grand Ave,
Bensenville, IL 60106.
Tel: (630) 279 - 6000
Fax: (630) 451 - 3509
www.roeschford.com



**Truck
Center**

Buyer _____ Village Of Morton Grove
Co-Buyer _____
Street _____ 6101 Capulina Ave
City, St, Zip _____ Morton Grove, IL 60053 _____ County _____ Cook
Phone _____ 847-815-1676 _____ Fax _____ Date 11/07/23
Contact _____ Kevin Lochner _____ Email _____ klochner@mortongroveil.org

MAKE Ford	MODEL Explorer (K8B)	COLOR Oxford White	STK# 22-3793	YEAR 2023
BODY STYLE Passenger SUV	TYPE OF SALE Cash	SALESPERSON Rob Bates	VIN# 1FMSK8BB0PGA19127	

**PLEASE TAKE NOTICE: THIS ORDER IS NOT VALID UNLESS SIGNED BY
MANAGEMENT OF ROESCH FORD**

11. Any USED motor vehicle sold to Purchaser by Dealer under this Order is sold at the time of delivery by Dealer without any guarantee or warranty, expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, as to its condition or the condition of any part thereof except as may be otherwise specifically provided in writing on the face of this order or in a separate writing furnished to Purchaser by Dealer.

Signature of Customer _____

FUEL (Full Tank) / WASH / PREP FOR DELIVERY /		
Tax Exempt #		
VEHICLE PAYOFF INFORMATION		TOTAL CASH SALE PRICE
COMPANY		\$40,425.00
ADDRESS		Trade-in Value
		\$0.00
		Sub-Total
		\$40,425.00
PHONE		Electronic Registration Tax
		\$35.00
		Sales tax
		\$0.00
CONTACT		License & Title Muni Plates
		\$163.00
		Drive Away
		\$0.00
ACCOUNT#		Documentation
		\$347.26
		Safety Inspection
		\$0.00
GOOD UNTIL		Cook County Use Tax (1.00%)
		\$0.00
		Add Payoff
		\$0.00
DESCRIPTION OF USED TRUCK TRADE-IN		TOTAL CASH DELIVERED PRICE
YEAR	MODEL	
		\$40,970.26
BODY STYLE	SERIAL #	
		Extended Service Plan
		Rebate
		\$0.00
1) This agreement is subject to the additional terms and conditions on the back of this order		Deposit Receipt Deposit Required
2) No other agreement, verbal or otherwise, will be honored. Read this order on both sides to avoid any misunderstandings		\$0.00
3) Sales Tax to be calculated based on IL state tax law in effect at time of delivery		C.O.D.
		\$40,970.26
		Contract
I AGREE TO THE TERMS & CONDITIONS HEREIN		SALES ASSOCIATE
		APPROVED BY

CHI-002148

IL

9-NORMAL, NB, 102148, PA061

610

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010399 90/1170

1FMSK8BB0 PGA19127 NB

FU13

VEHICLE DESCRIPTION

EXPLORER

2023 EXPLORER AWD
119" WHEELBASE
3.3L Ti-VCT V6 FV ENGINE
10-SPEED AUTO TRANSMISSION



ford.com

PG A19127

EXTERIOR
OXYFORD WHITE
INTERIOR
SANDSTONE CLOTH SEATS

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

- EXTERIOR**
- DOOR HANDLES - BLACK
 - EASY FUEL® CAPLESS FILLER
 - HEADLAMPS - AUTO LED
 - POWER WINDOWS - POWER GLASS/ MANUAL FOLD-UP
 - POWER LIFTGATE
 - PRIVACY GLASS - REAR DOORS
 - REAR INT WIPER/WASH/DEFROST
 - REAR SPOILER, BODY COLOR
 - TAILLAMPS-LED
 - TRAILER SWAY CONTROL
 - VARIABLE INTERVAL WIPERS

- INTERIOR**
- 1 TOUCH UP/DOWN DRYPASS WIN
 - 2ND ROW 35/30/35 FOLD-FLAT
 - 3RD ROW - 50/50 FOLD FLAT
 - CENTER CONSOLE W/ARMREST
 - CLOTH FRONT CAPTAIN CHAIRS
 - DUAL ILLUM VIS VANITY MIRR
 - DUAL ILLUM VIS VANITY MIRR
 - PASS SEAT - 4-WAY
 - POWER DRIVER'S SEAT - 6-WAY
 - POWERPOINTS, 12V
 - ROTARY GEAR SHIFT DIAL
 - TILT/TELESCOPING STEERING
 - WHEEL MOUNTED CONTRLS
 - TRI-ZONE ELECTRONIC TMP CTRL
 - USB ANT) AND Q1)-1ST ROW

- SAFETY/SECURITY**
- ADVANCETRAC™ WITH RSC®
 - AIRBAG-DRIVER/PASS KNEE
 - AIRBAGS - DUAL STAGE FRONT
 - AIRBAGS - FRONT SEAT
 - MOUNTED SIDE IMPACT
 - MYKEY®
 - AIRBAGS - SAFETY CANOPY®
 - INDIV TIRE PRESS MONIT SYS
 - LATCH CHILD SAFETY SYSTEM™
 - PERSONAL SAFETY SYSTEM™
 - SECURLOCK® ANTI-THEFT SYS
 - SOS POST-CRASH ALERT SYS™

- WARRANTY**
- 3YR/50,000 BUMPER-TO-BUMPER
 - 5YR/60,000 POWERTRAIN
 - 5YR/60,000 ROADSIDE ASSIST

(MSRP)

PRICE INFORMATION	(MSRP)
BASE PRICE	\$38,760.00
TOTAL OPTIONS/OTHER	70.00
TOTAL VEHICLE & OPTIONS/OTHER	38,830.00
DESTINATION & DELIVERY	1,595.00

INCLUDED ON THIS VEHICLE EQUIPMENT GROUP 100A

- OPTIONAL EQUIPMENT/OTHER**
- 18" 5-SPOKE PAINTED ALUM WHLS
 - 3.3L Ti-VCT V6 FV ENGINE
 - P255/65R18 A/S BSW TIRES
 - ENGINE BLOCK HEATER
 - 50 STATE EMISSIONS
 - AUTO START-STOP REMOVAL
 - 4G LTE WI-FI HOTSPOT CREDIT
 - FLEX-FUEL CAPABILITY
 - FRONT LICENSE PLATE BRACKET

(MSRP)

PRICE INFORMATION	(MSRP)
BASE PRICE	\$38,760.00
TOTAL OPTIONS/OTHER	70.00
TOTAL VEHICLE & OPTIONS/OTHER	38,830.00
DESTINATION & DELIVERY	1,595.00

EPA Fuel Economy and Environment

E85 Flexible-Fuel Vehicle Gasoline-Ethanol (E85)

Fuel Economy

20 MPG

combined city/hwy

17 city

25 highway

5.0 gallons per 100 miles

Standard SUVs range from 14 to 102 MPG. The best vehicle rates 132 MPG. Values are based on gasoline and do not reflect performance and ratings based on E85.

You spend **\$3,000** more in fuel costs over 5 years compared to the average new vehicle.

Fuel Economy & Greenhouse Gas Rating (tailpipe only)

Smog Rating (tailpipe only)

Best 10 6 1 10 Best

Annual fuel cost

\$2,200

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 28 MPG and costs \$8,000 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at \$2.35 per gallon. This is a dual-fueled automobile. MPG is miles per gallon, gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

fuel economy.gov

Calculate personalized estimates and compare vehicles

GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score Not Rated

Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash Driver Passenger Not Rated Not Rated

Side Crash Front seat Rear seat ★ ★ ★ ★ ★ ★ ★ ★ ★ ★

Rollover Based on the risk of rollover in a single-vehicle crash. ★ ★ ★ ★ ★

Star ratings range from 1 to 5 stars (★★★★★), with 5 being the highest.

Source: National Highway Traffic Safety Administration (NHTSA).

www.safercar.gov or 1-888-327-4236

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WARNING: Operating, servicing and maintaining a passenger vehicle, pickup truck, van, or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to www.P65Warnings.ca.gov/passenger-vehicle.

AMERICA'S BEST-SELLING SUV

The FordPass Connect™ infotainment system is active and sending vehicle data (e.g., diagnostics) to Ford. See InVehicle Settings for connectivity options. FordPass Connect™ service and FordPass™ App required for certain features. For more information, visit ford.com/fordpass. FordPass Connect™ service and FordPass™ App required for certain features. For more information, visit ford.com/fordpass. FordPass Connect™ service and FordPass™ App required for certain features. For more information, visit ford.com/fordpass.

FORD PROTECT™ Continued Service Plan

Insist on Ford Protect! The only extended service plan fully backed by Ford and honored at every Ford dealership in the U.S., Canada and Mexico. See your Ford dealer or visit www.ford.com.

SCAN QR TEXT 3F6A3317 TO 80828

Help & Data

Apply for help

www.ford.com/help/privacy-terms

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11/07/2023

SPECIAL ORDER

PA061 N RB 2X 335 002148 01 06 23



BILL OF SALE

Salesperson: Brian Krakofsky

Purchaser:	Village Of Morton Grove	Phone:	
Co-Purchaser:		Phone:	
Street Address:	7840 Nagle Ave		
City:	Morton Grove	State:	IL
Zip Code:	60053	County:	Cook
Email Address:	klochner@mortongroveil.org		

☒ New ☐ Used

Stock #: 03T818

Date of Order: 11/07/2023

☐ Finance ☒ Cash ☐ Lease

Anticipated Delivery Date: 11/07/2023

	Year	Make	Model	Color	Miles	Vin Number
Purchased	2023	Ford	Explorer	Iconic Silver	10	1FMSK8DH3PGB90651
Trade In						
2nd Trade						

Other Conditions of Sale:

VALID UPON AVAILABILITY

☐ **THE ORDERED VEHICLE MUST BE LOCATED**

Mileage on Delivery will not exceed: _____
 Desired trim, options, and color configuration
 agreed upon and attached to this buyers order.
Order Non-Cancelable and Deposit Non-Refundable
if dealer locates vehicle and customer fails to take
delivery of vehicle.

The appraisal of the trade in(s) is based on an
 odometer reading of up to _____ miles, and
 the trade in may be reappraised if it exceeds this limit.

**No oral representations are binding unless
 written on this form. This document
 supersedes any prior agreements and
 representations, regarding the transaction.**

USED VEHICLE ONLY: "The information you see on the
 window form for this vehicle is part of this contract.
 Information on window form overrides any contrary
 provisions in the contract of sale."

**NO PUBLIC LIABILITY, PROPERTY DAMAGE,
 OR PHYSICAL DAMAGE INSURANCE ISSUED.**

MSRP/Retail Price:	\$	\$50,615.00
Discount:	(\$	\$3,602.98)
Trade Allowance:	(\$	\$0.00)
Rebates:	(\$)
Cash Difference:	\$	\$47,012.02
Dealer Added Options:		
	\$	
	\$	
	\$	
	\$	
	\$	
Subtotal w/ Added Options:	\$	\$47,012.02
Dealer Service Fee:	\$	\$382.26
State E-File Fee:	\$	\$35.00
Sales Tax (%Tax Rate):	\$	\$0.00
Title/License Fees:	\$	\$167.00
Payoff:	\$	\$0.00
Total:	\$	\$47,596.28
Deposit on Order:	(\$)
Additional Cash Down Due:	(\$	\$0.00)
Amount Financed/Due:	\$	\$47,596.28

Purchaser Signature:		Date Signed:	11/07/2023	Time Signed:	04:11 PM	AM PM
Co-Purchaser Signature:		Date Signed:	11/07/2023	Time Signed:	04:11 PM	AM PM
Dealer Signature		Date Signed:	11/07/2023	Time Signed:	04:11 PM	AM PM

03T818

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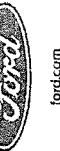
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GUT3

VEHICLE DESCRIPTION

EXPLODER



ford.com

2023 EXPLODER XLT 4WD
2.3L ECOBOOST ENGINE
10-SPEED AUTO TRANSMISSION

PG B90651

EXTERIOR
ICONIC SILVER METALLIC
INTERIOR
EBONY/LT SLATE ACTIVE SEAT

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

EXTERIOR

- DOOR HANDLES - BODY COLOR
- EASY FUEL & CAPLESS FILLER
- HEADLAMPS - AUTO LED
- LED SIGNATURE LIGHTING
- MIRRORS - MAN-FOLD DUAL PWR
- HEATED WITH APPROACH LAMPS
- POWER LIFTGATE
- PRIVACY GLASS - REAR DOORS
- REAR INT WIPER/WASH/OFFST
- REAR SPOILER, BODY COLOR
- FOOT PADS, SIDE RAILS-BLACK
- TRAILER SWAY CONTROL
- VARIABLE INTERVAL WIPERS

INTERIOR

- TOUCH UP/DOWN DR/PASS WPI
- 3RD ROW - 60/40 FOLD FLAT
- AM/FM/MP3, 6 SPEAKERS
- DUAL ILLUM VIS VANITY MIRROR
- FRONT ROW HEATED SEATS
- IP CLUSTER & 6.5" LCD SCREEN
- LTHR WRAPPED STEERING WHL
- W/UNMOUNTED CTRLS, TILT/TELE
- POWER DRIVER SEAT - 10 WAY
- POWERPOINTS - 12V
- ROTARY GEAR SHIFT DIAL
- TRI-ZONE ELECTRONIC TMP CTRL
- USB A(1) AND C(1)-1ST ROW

FUNCTIONAL

- KEYLESS ENTRY/START
- UNLOCK/LOCK/STAY FOR START
- AM/FM/MP3, 6 SPEAKERS
- BRAKES - 4-WHEEL DISCS
- MOUNTED SIDE IMPACT
- FORD CO-PILOT360™
- FORDPASS™ CONNECT
- HILL START ASSIST
- REAR PARKING SENSORS
- REAR VIEW CAMERA
- REFRESH95
- SIDE-WIND STABILIZATION
- SHOCKS/M9 - SVC NIA AKAH
- SYNC®3 8" SCR N W/APP LINK®

SAFETY/SECURITY

- ADVANCE TRAC™ WITH RSC®
- AIRBAGS - DRIVER/PASS KNEE
- AIRBAGS - DUAL STAGE FRONT
- AIRBAGS - 4-WHEEL DISCS
- MOUNTED SIDE IMPACT
- FORDPASS™ CONNECT
- HILL START ASSIST
- REAR PARKING SENSORS
- REAR VIEW CAMERA
- REFRESH95
- SIDE-WIND STABILIZATION
- SHOCKS/M9 - SVC NIA AKAH
- SYNC®3 8" SCR N W/APP LINK®

WARRANTY

- 3YR/50,000 BUMPER / BUMPER
- 5YR/100,000 POWERTRAIN
- 5YR/100,000 ROADSIDE ASSIST

INCLUDED ON THIS VEHICLE

EQUIPMENT GROUP 202A

- REMOTE START SYSTEM
- HEATED STEERING WHEEL
- 6-WAY POWER PASSENGER SEAT

OPTIONAL EQUIPMENT/OTHER

- 4WD REGIONAL DISCOUNT
- 50 STATE EMISSIONS
- TWIN PANEL MOONROOF
- CLASS IV TRAILER TOW PACKAGE
- 4G LTE WI-FI HOTSPOT CREDIT
- FORD CO-PILOT360 ASSIST+
- ADAPTIVE CRUISE CONTROL
- VOICED ACTIVITY TOUCHSCREEN NAV SYS
- XLT SPORT APPEARANCE PACKAGE
- P255/65R20 A/S BSW TIRES
- 20" GRN GRAY-PTD 10-SPK WHLS
- FRONT LICENSE PLATE BRACKET

PRICE INFORMATION

BASE PRICE

TOTAL OPTIONS/OTHER

DESTINATION & DELIVERY

TOTAL BEFORE DISCOUNTS

4WD REGIONAL DISCOUNT

TOTAL SAVINGS

RESIDENCY RESTRICTIONS APPLY TO DISCOUNTS/SAVINGS - BASED ON CUSTOMER ZIP CODE. SEE DEALER FOR DETAILS.

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EPA Fuel Economy and Environment

Fuel Economy

23 MPG

Standard SUVs range from 14 to 102 MPG. The best vehicle rates 132 MPG.

combined city/hwy

20 city

27 highway

4.3 gallons per 100 miles

Gasoline Vehicle

You spend

\$1,500

more in fuel costs over 5 years compared to the average new vehicle.

Annual fuel cost

\$1,900

Fuel Economy & Greenhouse Gas Rating (independent only)

Smog Rating (independent only)

Best

Best

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fuel economy.gov

Calculate personalized estimates and compare vehicles

GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score

Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

Frontal

Crash

Driver

Passenger

Side

Crash

Front seat

Rear seat

Rollover

Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (*****), with 5 being the highest. Source: National Highway Traffic Safety Administration (NHTSA).

www.safercar.gov or 1-888-327-4236

1FMSK0D3PGB90651

FORD PROTECT

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Have a Data app? Tap to help.

www.ford.com/help/privacy-statement

WARNING: Operating, servicing and maintaining a passenger vehicle, pickup truck, van, or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to www.P65Warnings.ca.gov/passenger-vehicle.

1202309064526

11/07/2023



BILL OF SALE

Salesperson: Brian Krakofsky

Purchaser:	Village Of Morton Grove	Phone:	
Co-Purchaser:		Phone:	
Street Address:	7840 Nagle Ave		
City:	Morton Grove	State:	IL
Zip Code:	60053	County:	Cook
Email Address:	klochner@mortongroveil.org		

☒ New ☐ Used

Stock #: 29T1082

Date of Order: 11/07/2023

☐ Finance ☒ Cash ☐ Lease

Anticipated Delivery Date: 11/07/2023

	Year	Make	Model	Color	Miles	Vin Number
Purchased	2023	Ford	Explorer	Blue	7	1FMSK8DH7PGB88885
Trade In						
2nd Trade						

Other Conditions of Sale:

VALID UPON AVAILABILITY

☐ THE ORDERED VEHICLE MUST BE LOCATED

Mileage on Delivery will not exceed: _____
Desired trim, options, and color configuration agreed upon and attached to this buyers order.
Order Non-Cancelable and Deposit Non-Refundable if dealer locates vehicle and customer fails to take delivery of vehicle.

The appraisal of the trade in(s) is based on an odometer reading of up to _____ miles, and the trade in may be reappraised if it exceeds this limit.

No oral representations are binding unless written on this form. This document supersedes any prior agreements and representations, regarding the transaction.
USED VEHICLE ONLY: "The information you see on the window form for this vehicle is part of this contract. Information on window form overrides any contrary provisions in the contract of sale."
NO PUBLIC LIABILITY, PROPERTY DAMAGE, OR PHYSICAL DAMAGE INSURANCE ISSUED.

MSRP/Retail Price:	\$	\$51,310.00
Discount:	(\$	\$5,435.00)
Trade Allowance:	(\$	\$0.00)
Rebates:	(\$)
Cash Difference:	\$	\$45,875.00
Dealer Added Options:		
	\$	
	\$	
	\$	
	\$	
	\$	
Subtotal w/ Added Options:	\$	\$45,875.00
Dealer Service Fee:	\$	\$382.26
State E-File Fee:	\$	\$35.00
Sales Tax (%Tax Rate):	\$	\$0.00
Title/License Fees:	\$	\$167.00
Payoff:	\$	\$0.00
Total:	\$	\$46,459.26
Deposit on Order:	(\$)
Additional Cash Down Due:	(\$	\$0.00)
Amount Financed/Due:	\$	\$46,459.26

Purchaser Signature:		Date Signed:	11/07/2023	Time Signed:	04:08 PM	AM PM
Co-Purchaser Signature:		Date Signed:	11/07/2023	Time Signed:	04:08 PM	AM PM
Dealer Signature		Date Signed:	11/07/2023	Time Signed:	04:08 PM	AM PM

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CHI-004283

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9-NORMAL, NB, 104283, PH281

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UTCI CERTICERTI TRD RAMP/BUMP/CAMP/BOOK/EXPL/ROTA

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GU13

VEHICLE DESCRIPTION

EXPLORER

2023 EXPLORER XLT 4WD
118" WHEELBASE
2.3L ECOBOOST I-4 ENGINE
10-SPEED AUTO TRANSMISSION



ford.com

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

- EXTERIOR**
- DOOR HANDLES - BODY COLOR
 - EASY FUEL CAPLESS FILLER
 - HEAD LAMPS - AUTO LED
 - LED SIGNATURE LIGHTING
 - MIRRORS-MAN-FOLD DUAL PWR HEATED WITH APPROACH LAMPS
 - POWER LIFT GATE
 - PRIVACY GLASS - REAR DOORS
 - REAR WINDOW SHROFFST
 - REAR SPOILER, BODY COLOR
 - ROOF-RACK SIDE RAILS-BLACK
 - TAIL LAMPS-LED
 - TRAILER SWAY CONTROL
 - VARIABLE INTERVAL WIPERS

- INTERIOR**
- TOUCH UP/DOWN DR/PASS WIN
 - 3RD ROW - 50/50 FOLD FLAT
 - DUAL ILLUM VIS VANITY MIRR
 - FRONT ROW HEATED SEATS
 - IP CLUSTER 6.5" LCD SCREEN
 - LTHR WRAPPED STEERING WHL
 - W/ MOUNTED CTRLS, TILT/TELE
 - POWER DRIVER SEAT - 10 WAY
 - POWERPOINTS - 12V
 - ROTARY GEAR SHIFT DIAL
 - SYNC3 ONE ELECTRONIC TRIP CTRL
 - USB A(1) AND C(1) 1ST ROW

- FUNCTIONAL**
- REMOTE KEYLESS ACCESS LOCK/ UNLOCK W/ PUSH-BUTTON START
 - AM/FM/MP3 & SPEAKERS
 - BRAKES, 4-WHEEL DISC/ABS
 - AIRBAGS - FRONT
 - MOUNTED SIDE IMPACT
 - FORD CO-PILOT360™
 - FORDPASS™ CONNECT
 - HILL START ASSIST
 - REAR PARKING SENSORS
 - REAR VIEW CAMERA
 - REFRESH95
 - SIDE-WIND STABILIZATION
 - SIRIUSXM95 - SVC N/A AK&HI
 - SYNC3 8" SOFT WAPPLINK®

- SAFETY/SECURITY**
- ADVANCE TRAC™ WITH RSC®
 - AIRBAG-DRIVER/PASS KNEE
 - AIRBAGS - FRONT
 - MOUNTED SIDE IMPACT
 - AIRBAGS - SAFETY CANOPY®
 - INDIV TIRE PRESS MONIT SYS
 - LATCH CHILD SAFETY SYSTEM
 - PERIMETER ALARM
 - PERSONAL SAFETY SYSTEM™
 - SOS POST-CRASH ALERT SYS™
- WARRANTY**
- 3YR/36,000 BUMPER / BUMPER
 - 5YR/60,000 POWERTRAIN
 - 5YR/60,000 ROADSIDE ASSIST

- INCLUDED ON THIS VEHICLE**
- EQUIPMENT GROUP 202A
 - REMOTE START SYSTEM
 - HEATED STEERING WHEEL
 - 8-WAY POWER PASSENGER SEAT

(MSRP)
3,640.00

- OPTIONAL EQUIPMENT/OTHER**
- 2023 MODEL YEAR
 - STONE BLUE METALLIC 495.00
 - 4WD REGIONAL DISCOUNT NO CHARGE
 - FLR LINERS/CARPET MATS:RWS 1&2 200.00
 - 50 STATE EMISSIONS NO CHARGE
 - WHEEL COVER/PROOF 1,695.00
 - CHASSIS VEHICLE PROOF PACKAGE 545.00
 - 4G LTE W-TR HOT-SPOT CREDIT 40.00
 - FORD CO-PILOT360 ASSIST* 895.00
 - ADAPTIVE CRUISE CONTROL
 - VOICE-ACTV TOUCHSCREEN NAV SYS
 - EVASIVE STEERING ASSIST
 - XLT SPORT APPEARANCE PACKAGE 1,995.00
 - P255/65R20 A/S BSW TIRES
 - 20" CHRM GRAY-PTD 10-SPK WHLS
 - FRONT LICENSE PLATE BRACKET NO CHARGE

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Fuel Economy

23 MPG

Standard SUV's range from 14 to 102 MPG. The best vehicle rates 132 MPG.

20 27

combined city/hwy

4.3

gallons per 100 miles

You spend \$1,500 more in fuel costs over 5 years compared to the average new vehicle.

Annual fuel cost \$1,900

Fuel Economy & Greenhouse Gas Rating (tailpipe only)

5

Smog Rating (tailpipe only)

6

Best

This vehicle emits 387 grams CO₂ per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also create emissions; learn more at fuelconomy.gov.

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 28 MPG and costs \$8,000 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at \$2.65 per gallon. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

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GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score	★★★★★
Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.	
Frontal Crash	★★★★★
Driver Passenger	★★★★★
Side Crash	★★★★★
Front seat	★★★★★
Rear seat	★★★★★
Rollover	★★★★★
Based on the risk of rollover in a single-vehicle crash.	

Star ratings range from 1 to 5 stars (★★★★★) with 5 being the highest. Source: National Highway Traffic Safety Administration (NHTSA).

www.safercar.gov or 1-888-327-4236



WARNING: Operating, servicing and maintaining a passenger vehicle, pickup truck, van, or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to www.P65Warnings.ca.gov/passenger-vehicle.



The FordPass Connect™ modem is active and sending vehicle data (e.g., diagnostics) to Ford. See In-Vehicle Settings for connectivity options. FordPass Connect™ service and FordPass™ app required for certain remote features (see App Store for more information). Connected service and related features functionality is subject to compatible 4G LTE network availability, cooling technology / network congestion, and other factors. Availability or continued provision of some features may vary without notice. FordPass Connect™ service and FordPass™ app required for certain remote features (see App Store for more information). Connected service and related features functionality is subject to compatible 4G LTE network availability, cooling technology / network congestion, and other factors. Availability or continued provision of some features may vary without notice. FordPass Connect™ service and FordPass™ app required for certain remote features (see App Store for more information). Connected service and related features functionality is subject to compatible 4G LTE network availability, cooling technology / network congestion, and other factors. Availability or continued provision of some features may vary without notice.



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1202309064245

11/07/2023

TOTAL MSRP	\$51,310.00
Whether you decide to lease or finance your vehicle, you'll find the choices that are right for you. See your dealer for details or visit www.ford.com/finance .	
CONVOY	41-J851 O/T 2

FLAMP ONE	CC06
FLAMP TWO	

This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Gasoline, Lubricants, and This Fee, State and Local taxes are not included. Dealer installed options or accessories are not included unless listed above.

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Legislative Summary

Ordinance 23-23

APPROVING A TEXT AMENDMENT TO MODIFY AND ESTABLISH REGULATIONS RELATING TO ACCESSORY USES AND STRUCTURES, OFF-STREET PARKING, MESSAGE ESTABLISHMENTS, TRUCK-RELATED USES, TRUCK PARKING, AUTOMOTIVE AND TRUCK REPAIR USES, AND DESIGN STANDARDS IN MORTON GROVE, ILLINOIS

Introduction:	November 14, 2023
Purpose:	To approve a Text Amendment that modifies and establishes regulations pertaining to accessory uses and structures, off-street parking, message establishments, truck-related uses, truck parking, automotive and truck repair uses, and design standards to provide better control over certain land uses in industrial and commercial zoning districts, detached accessory structures on residential lots, and commercial building design.
Background:	<p>As the Village of Morton Grove continues to welcome new businesses and redevelopment, and as key opportunity sites are made available for future redevelopment, staff continuously reviews the land use regulations established in Title 12 (Unified Development Code) of the Morton Grove Municipal Code to ensure that they are kept current and address emerging issues and changing development patterns and uses.</p> <p>The Village of Morton Grove (“Applicant”) submitted a complete application (“Application”) to the Plan Commission under Case PC 23-16 requesting a Text Amendment to various sections of Title 12 to modify and establish regulations pertaining to accessory uses and structures, off-street parking, message establishments, truck-related uses, truck parking, automotive and truck repair uses, and design standards. The Text Amendment authorizes temporary accessory uses, provides greater control over detached accessory structures on residential lots, prohibits new message establishments, limits parking and storage activities for contractor’s offices in the commercial districts, improves regulation of heavy industrial, truck repair, and car wash uses in the manufacturing districts, regulates truck parking as an accessory use, and cleans up existing regulations to improve clarity and eliminate redundancy.</p> <p>On August 15, 2023, the Applicant appeared before the Plan Commission to present the request for approval of the Application made under Case PC 23-16. The Plan Commission voted to continue the case to the September 19, 2023, meeting of the Plan Commission to allow additional discussion and consideration. At the September meeting, the Plan Commission continued the case to the October 17, 2023, meeting of the Plan Commission due to a lack of attendance. On October 17, 2023, the Applicant again appeared before the Plan Commission to present the request for approval of the Application with minor revisions. Based on the Application, staff report, and testimony presented at the public hearing, the Plan Commission voted unanimously (6-0, Commissioner Gabriel absent) to recommend approval of the Text Amendment.</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:	November 28, 2022
Special Considerations or Requirements:	None

Submitted by - Ralph Czerwinski, Village Administrator
Reviewed by - Teresa Hoffman Liston, Corporation Counsel
Prepared by - Zoe Heidorn, Community Development Administrator

ORDINANCE 23-23

APPROVING A TEXT AMENDMENT TO MODIFY AND ESTABLISH REGULATIONS RELATING TO ACCESSORY USES AND STRUCTURES, OFF-STREET PARKING, MASSAGE ESTABLISHMENTS, TRUCK-RELATED USES, TRUCK PARKING, AUTOMOTIVE AND TRUCK REPAIR USES, AND DESIGN STANDARDS IN MORTON GROVE, ILLINOIS

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

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

WHEREAS, the Village of Morton Grove submitted a complete Text Amendment Application to the Morton Grove Plan Commission under Case PC 23-16 to consider and recommend adoption of a Text Amendment to Title 12 of the Village of Morton Grove Unified Development Code (Ordinance 07-07) (“Application”); and

WHEREAS, the proposed Text Amendment modifies and establishes regulations pertaining to accessory uses and structures, off-street parking, massage establishments, truck-related uses, truck parking, automotive and truck repair uses, and design standards to provide better control over certain land uses in industrial and commercial zoning districts, detached accessory structures on residential lots, and commercial building design; and

WHEREAS, pursuant to the applicable provisions of the Municipal Code, notice of a public hearing for case PC 23-16 on August 15, 2023, was duly published in the *Morton Grove Champion*, a newspaper of general circulation in the Village of Morton Grove, on July 27, 2023; and

WHEREAS, as required by ordinance, the Morton Grove Plan Commission held a public hearing relative to the above referenced case on August 15, 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 in order to provide more time for discussion and consideration of the Application, the Commission voted to continue Case PC 23-16 to the September 19, 2023, meeting of the Plan Commission; and

WHEREAS, at the September 19, 2023, meeting of the Plan Commission, the Commission voted to continue Case PC 23-16 to the October 17, 2023, meeting of the Plan Commission in order

to provide greater Commissioner attendance for discussion and consideration of the Application; and

WHEREAS, at the October 17, 2023, public hearing for Case PC 23-16, all concerned parties were given the opportunity to be present and express their views for consideration by the Plan Commission and 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 November 7, 2023, which was presented to the Village Board on November 14, 2023, and a copy of that report is contained in “**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 2, Section 5, entitled, “Accessory Uses and Structures,” is hereby amended to read as follows:

12-2-5: ACCESSORY USES AND STRUCTURES

A. Accessory Uses:

1. Accessory uses are permitted in all zoning districts in connection with a principal use which is permitted within such district, provided it is located on the same zoning lot as the principal building or use served. Accessory uses shall not be established prior to the establishment of the principal use, and shall comply with the use limitation applicable in the zoning district in which it is located.
2. Temporary accessory uses:
 - a. Temporary accessory uses that do not comply with applicable use limitations may be authorized in writing by the Village Administrator provided the temporary accessory use does not exceed seventy-two (72) hours in duration.
 - b. A temporary accessory use may be authorized for periods greater than seventy-two (72) hours provided the building commissioner, the plan commission chairman, Village administrator, and corporation counsel unanimously find, after considering the factors set forth in Village Code 12-16-4:C.5 that the proposed use will not have a negative impact upon adjacent land use or the public.

B. Accessory Structures:

2. Residential Districts: In residential districts, detached accessory buildings:
 - a. Shall not be located in the front yard or required side yards;

- b. Shall not be located closer than three feet (3') to the rear or side lot line, or to another detached accessory building;
- c. Shall not occupy more than thirty percent (30%) of the rear yard in building area;
- d. Shall be at least ten feet (10') from the principal structure;
- e. Shall not have more than one story nor exceed ~~seventeen~~ fifteen feet (~~17~~ 15') in height unless otherwise authorized by special use permit.
- f. Shall not exceed seven hundred and fifty (750) square feet unless otherwise authorized by special use permit.

SECTION 3: Title 12, Chapter 4, Section 2, Subsection C, entitled, “Uses,” is hereby amended to include the following new and revised uses, to be inserted in alphabetical order:

12-4-2: RESIDENTIAL DISTRICTS

C. Uses:

Categories Of Use	R-1	R-2	R-3
Community residence - family <u>no more than 8 residents</u>	P ³ ,S	P ³ ,S	P ³ ,S
Community residence - group <u>between 9 and 15 residents</u>	S ³	S ³	S ³
<u>Detached accessory structures exceeding the maximum height and floor area requirements of Section 12-2-5:B</u>	<u>S</u>	<u>S</u>	<u>S</u>

SECTION 4: Title 12, Chapter 4, Section 3, Subsection D, entitled, “Uses,” is hereby amended to include the following new and revised uses, to be inserted in alphabetical order:

12-4-3: COMMERCIAL DISTRICTS

D. Uses:

Categories Of Use	C-1	C-2	C/R
Automotive repair <u>facility</u> (oil change, tires, brakes, auto glass, other mechanical items only)	S	S	X
Barbershops, Beauty Parlor (excluding massage establishment)	P	P	P
Community residence - family <u>no more than 8 residents</u> (minimum spacing distance less than 330 feet)	S ³	S ³	S ³
Community residence - family <u>no more than 8 residents</u> (minimum spacing distance - 330 feet)	P ³	P ³	P ³
Community residence - group <u>between 9 and 15 residents</u> (minimum spacing distance - 330 feet)	S ³	S ³	S ³
<u>Limited-service massage as an accessory service</u>	<u>P</u>	<u>P</u>	<u>P</u>
Massage establishments, as a principal use	S	S	S
Massage establishments - full body <u>or limited service</u>	<u>XS</u>	<u>XS</u>	<u>XS</u>
Massage therapy establishments—limited service	P	P	P

SECTION 5: Title 12, Chapter 4, Section 4, Subsection E, entitled, “Uses,” is hereby amended to include the following new and revised uses, to be inserted in alphabetical order:

12-4-4: MANUFACTURING DISTRICTS

E. Uses:

Categories Of Use	M-O/R	M-1	M-2
Manufacturing:			
Manufacturing, Heavy	X	S	P <u>P⁷/S</u>
Services:			
Motor vehicle <u>Automotive</u> body shop (body work, painting, glass repair, reconstruction, undercoating)	X	S	P
Automotive or other motor vehicle repair <u>facility</u>	X	S	P
Car wash	X	S	P <u>S</u>
<u>Truck body shop</u>	<u>X</u>	<u>X</u>	<u>S</u>
<u>Truck repair facility</u>	<u>X</u>	<u>X</u>	<u>S</u>
Transportation and Utilities:			
Cartage service	X	X	S
Freight terminals with or without maintenance facilities	X	X	S
Warehouse:			
Distribution Center	P ⁷ /S	P ⁷ /S	P <u>P⁷/S</u>
Warehouse	P ⁷ /S	P ⁷ /S	P <u>P⁷/S</u>
Warehouse, public	P ⁷ /S	P ⁷ /S	P <u>P⁷/S</u>
Office:			
Office - Contractors, with on-site exterior material storage (excluding Heavy construction businesses)	X	P <u>P⁷/S</u>	P <u>P⁷/S</u>
Other:			
Heavy construction business	X	S	P <u>P⁷/S</u>

SECTION 6: Title 12, Chapter 5, Section 5, Subsection F, entitled, “Moving and Storage Facilities,” is hereby deleted in its entirety.

SECTION 7: Title 12, Chapter 7, Section 3, Subsection I, entitled, “Required Spaces By Use,” is hereby amended to modify the following revised off-street parking requirements by use, to be listed in alphabetical order:

12-7-3: OFF STREET PARKING

I. Required Spaces By Use:

Freight terminals, with or without maintenance facilities	1.0 space per 1,000 square feet of gross floor area or 1.0 space per employee, whichever is greater
Parcel and express services/ local trucking with or without storage	1.0 space per 1,000 square feet of gross floor area or 1.0 space per employee whichever is greater

SECTION 8: Title 12, Chapter 7, Section 3, entitled, “Off Street Parking,” is hereby amended to include a new Subsection L entitled, “Truck Parking Requirements,” which shall read as follows:

L. Truck Parking Requirements.

1. Truck parking is permitted only as accessory parking to a principal use.
2. Truck parking spaces intended for use by semitrailers, wheeled containers, or truck-trailer combinations means the temporary outdoor stationing of an operable vehicle, semitrailer, or wheeled container (or similar item capable of lawful intrastate or interstate travel without modification) that has been loaded, off loaded, or repaired within the previous seven (7) days or that will be loaded, off loaded, or repaired within the next seven (7) days. Outdoor parking or storage for longer periods of time is prohibited.
3. Unless authorized by a special use permit, 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 GFA under roof for the principal use.
 - b. Two-and-a-half (2½) parking spaces for each loading dock serving the principal use.
4. 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.

SECTION 9: Title 12, Chapter 12, Section 1, entitled, “General Provisions,” is hereby amended to read as follows:

12-12-1: GENERAL PROVISIONS

B. Applicability of Regulations: The regulations herein apply to all properties designated below:

1. Multiple dwelling developments in excess of two (2) units.
2. Business and commercial unit developments.
3. Industrial units and developments.
4. All planned unit developments and special uses.
5. All common, single-family subdivision developments, including streets, rights of way, public areas and other general development features and models to be offered for sale.
6. Municipal and other public facilities and lands.
7. One- and two-family residential dwellings, not in a subdivision but which require a building permit for exterior modification, are exempt from the regulations in this chapter, but are required to complete a design workbook which demonstrates how the project is compatible with the existing neighborhood. Any project which is deemed not to be compatible by the building commissioner and/or his/her designee shall be sent to the appearance review commission for review.

C. Review Required:

1. All site, landscape and building plans are to be reviewed by the appearance review commission, and an appearance certificate by the commission granted, prior to the issuance of a building permit.
2. Prior to changing the exterior color of any building located in a commercial district, a design workbook shall be submitted which demonstrates how the project is compatible with the existing neighborhood. Any project which is deemed not to be compatible by the building commissioner and/or his/her designee shall be sent to the appearance review commission for review.

SECTION 10: Title 12, Chapter 17, Section 1, entitled, “Terms Defined,” is hereby amended to add, modify, or delete the following terms defined, to be listed in alphabetical order:

~~AUTOMOTIVE ACCESSORY STORE: An establishment which retails new or used automotive parts.~~
~~MOTOR VEHICLE~~ AUTOMOTIVE BODY SHOP: Any building where automotive vehicles are painted, repaired for body damage including auto glass, rebuilt, or reconstructed. Motor vehicle body shops do not include truck body shops as defined herein.

~~AUTOMOTIVE OR OTHER MOTOR VEHICLE~~ REPAIR FACILITY: Any building or portion thereof or premises where battery, tire, and other similar services are rendered to automobiles, vans, pick-ups, motorcycles, and/or all-terrain vehicles (ATV), and similar motorized transportation vehicles, but only if rendered wholly within lot lines. If automotive fuel dispensed, or offered for sale, is incidental to the conduct of automobile repair, the premises are classified as automobile repair. Automotive repair facilities do not include automotive repair beyond mechanical repair and auto glass. Any type of body work shall be considered a motor vehicle body shop. Automobile repair facilities do not include open sales lots or truck repair facilities as defined herein.

~~COMMUNITY RESIDENCE, FAMILY: A single dwelling unit occupied on a relatively permanent basis in a familylike environment by a group of no more than eight (8) unrelated persons with disabilities, plus said professional support staff provided by a sponsoring agency, either living with the residents on a twenty four (24) hour basis, or present whenever residents with disabilities are present at the dwelling and which complies with the zoning regulations for the district in which the site is located.~~

~~COMMUNITY RESIDENCE, GROUP: A single dwelling unit occupied on a relatively permanent basis in a familylike environment by a group of nine (9) to fifteen (15) unrelated persons with disabilities, plus paid professional support staff provided by a sponsoring agency, either living with the residents on a twenty four (24) hour basis, or present whenever residents with disabilities are present at the dwelling and which complies with the zoning regulations for the district in which the site is located.~~

~~MASSAGE ESTABLISHMENT LIMITED-SERVICE~~ MASSAGE: ~~An establishment which offers limited m-~~Massage services by a licensed massage therapist, which uses any method of applying pressure on or friction against or stroking, kneading, rubbing, tapping, pounding, vibrating, touching or stimulating the external soft body parts of the body with the hands, any body part, or with the aid of any mechanical or electrical apparatus or appliance, with or without supplementary aids such as rubbing alcohol, liniments, antiseptics, oils, powder, creams, lotions, ointments, or other similar preparations. Limited-service massage ~~establishments~~ includes hand/foot massage, head/neck massage, etc., and which does not require partial or full disrobement, other than removal of socks, shoes, and/or outerwear (coats, gloves, scarves).

OFFICE - CONTRACTORS: A building or structure for a person or company within a building trade or building craft that undertakes a contract to provide materials or labor to perform a service or do a job and but not including any on-site storage of equipment or materials. All contractor’s vehicles shall be parked on the same zoning lot.

OFFICE - CONTRACTORS, WITH ON-SITE EXTERIOR MATERIAL STORAGE: A building or structure for a person or company within a building trade or building craft that undertakes a contract to provide materials or labor to perform a service or do a job and includes exterior, on-site storage of equipment, materials, and a limited amount of construction contractor’s vehicles (excluding types of material and vehicles associated with heavy construction business).

TRUCK. Trucks, tractors, truck-trailers, and industrial and commercial vehicles in excess of one-and-a-half (1½) tons capacity.

TRUCK PARKING AREA OR YARD: Any land used or intended to be used principally for the storage or parking of trucks, ~~tractors, truck trailers and including commercial vehicles,~~ while not loading or unloading or under repair, ~~and which exceed one and one-half (1½) tons in capacity.~~ A truck parking area or yard includes the meaning customarily assigned to cartage facilities and truck dispatch yards.
TRUCK BODY SHOP. Any building where trucks are painted, repaired for body damage including auto glass, rebuilt, or reconstructed.

TRUCK REPAIR FACILITY. A business that provides services in repairs to trucks. Truck repair facilities do not include repair beyond mechanical repair and auto glass. Any type of body work shall be considered a truck body shop. If automotive fuel dispensed, or offered for sale, is incidental to the conduct of truck repair, the premises are classified as truck repair.

SECTION 11: 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 12: 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 13: This ordinance shall be effective from and after its adoption, approval, and publication as provided by law.

Passed this 28th day of November 2023.

Trustee Khan _____

Trustee Minx _____

Trustee Shiba _____

Trustee Travis _____

Trustee Thill _____

Trustee Witko _____

Approved by me this 28th day of November 2023.

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

Attested and Filed in my office this 29th day of November 2023.

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

EXHIBIT A

Plan Commission Report for PC 23-16

Dated November 7, 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: November 7, 2023

Re: **Case PC 23-16: Request for approval of a Text Amendment to Sections 12-2-5, 12-4-2, 12-4-3, 12-4-4, 12-5-5, 12-7-3, 12-12-1, and 12-17-1 to establish and modify regulations relating to accessory uses and structures, off-street parking, massage establishments, truck-related uses, truck parking requirements, automotive and truck repair uses, short term dwelling units, and design standards. The applicant is the Village of Morton Grove.**

Executive Summary

On July 11, 2023, the Department of Community and Economic Development of the Village of Morton Grove (“applicant”) submitted a complete application requesting approval of a Text Amendment to various sections of the Morton Grove Unified Development Code (Title 12) to provide better control over certain land uses, detached accessory structures, and commercial building design.

The Text Amendment Application was considered by the Plan Commission at three meetings on August 15, 2023, September 19, 2023, and October 17, 2023. For the reasons set forth in this report, on October 17, 2023, the Plan Commission unanimously recommended by a vote of 6-0 that the Village Board of Trustees should approve the Text Amendment as specifically modified by recommendation of the Plan Commission, except for those portions of the Text Amendment Application relating to short term dwelling units, for which the Plan Commission voted to continue Case PC 23-16 to the November 21, 2023, meeting of the Plan Commission for further consideration.

Application

The Text Amendment Application, as specifically recommended by the Plan Commission, proposes the following:

- **Section 12-2-5:A: Accessory Temporary Uses**
The Text Amendment includes provisions to allow for administrative approval of temporary accessory uses that do not comply with applicable zoning requirements. Examples of temporary uses include outdoor sales and entertainment, mobile food vending, temporary residential storage containers, and blood collection drives sponsored by businesses. The regulation will legalize special events that are already occurring but do not fit with the requirements of Title 12 and are not covered by the requirements of Chapter 8-11, “Special Events.”
- **Section 12-2-5:B: Detached Accessory Buildings in Residential Districts**
The Text Amendment reduces the maximum height of a detached accessory building in a residential district from 17 feet to 15 feet, unless otherwise authorized by a Special Use Permit. On certain properties in Morton Grove, the overall height of a detached garage exceeds the height of the one-story principal structure. With a maximum building height of 17 feet, the overall garage height can significantly exceed 17 feet with a gable or hip roof because the building height is measured at the mean level of the underside of the rafters between the eaves and the roof ridge. The Text Amendment also limits the maximum floor area of a detached accessory building in a residential district to 750 square feet, which can comfortably accommodate a three-car garage. This maximum floor area could also be modified by a Special Use Permit. Currently, the only control limiting a garage’s floor area is overall maximum floor area for a lot. At this time, a detached garage could theoretically be of a similar size to a home.
- **Section 12-4-2:C: Residential District Use Matrix**
The Text Amendment modifies the residential district use matrix to support a simplification of “community residence” definitions of Section 12-17-1 to include only one definition for “community residence.” Currently, there are two separate uses defined under this category, “community residence - family” and “community residence - group.” The definitions are redundant, with the only difference being the number of residents living on the premises. Listing the difference in the table eliminates the need to reference Section 12-17-1. Staff also seeks removal of the word “family”

because it has been ruled in court to discriminate against non-normative families. There is no change to how the use is regulated, only how the regulations are presented in the Code.

The Text Amendment also lists “detached accessory structures exceeding the maximum height and floor area requirements of Section 12-2-5:B” in the residential use matrix pursuant to Section 12-16-4:C.1: “The special uses within each zoning district are identified in chapter 4, “Zoning Districts”, of this title.”

- **Section 12-4-3:D: Commercial District Use Matrix**

The Text Amendment modifies the commercial district use matrix to reflect changes to “community residence” terms and prohibit massage establishments, both full-body and limited service, as a principal use. Limited-service massage as an accessory service to other Permitted or Special Uses will be listed as a Permitted Use.

- **Section 12-4-4:E: Manufacturing District Use Matrix**

The Text Amendment reclassifies heavy manufacturing businesses, warehouses, contractors’ offices with on-site exterior material storage, and heavy construction businesses from Permitted in the M-2 Manufacturing District to P⁷/S, which provides the Village Administrator with the discretion to require a Special Use Permit if he or she expects the use will generate significant exterior impacts. With the vast majority of the Village’s manufacturing district area zoned M-2, the current classification opens many industrial properties that abut single-family residential districts, specifically along Austin Avenue, Elm Street, and McVicker Avenue, to unpredictable heavy industrial land uses.

The Text Amendment also separates automotive (passenger or similar vehicle) repair, automotive body shops, truck repair, and truck body shops as defined land uses and establishes greater control over the truck-related repair and body work uses, which tend to generate more truck movements and exterior truck parking. Traditional automotive repair facilities and body shops will be allowed as a Permitted Use in the M-2 District, whereas truck repair facilities and body shops will be classified as a Special Use in the M-2 District.

The Text Amendment reclassifies car washes from a Permitted Use in the M-2 District to a Special Use due to the potential impacts of the use on roadways and surrounding properties. Cartage facilities and freight terminals, which include large-scale trucking terminal operations, are prohibited by the Amendment.

- **Section 12-5-5: Use Standards & Section 12-7-3: Truck Parking Requirements**

The Text Amendment removes truck parking standards applicable only to moving and storage facilities to all businesses. Title 12 is currently silent on truck parking regulation, meaning many Permitted Uses in the manufacturing districts could involve a heavy amount of truck parking. Truck parking that is not appropriately scaled to indoor operations is undesirable because it (a) occupies excessive land area that could otherwise be used for taxable building area or employee parking, (b) generates heavy truck traffic, (c) is unsightly, and (d) damages Village infrastructure. The Amendment eliminates the truck-related use standards specific to moving and storage facilities and applies the same requirements Village-wide as an amendment to Section 12-7-3, “Off-Street Parking.”

- **Section 12-12-1: Exterior Color Changes for Buildings in Commercial Districts**

Currently, the Village has no control over exterior modifications to commercial structures when a building permit is not required. This means that a building can be painted in a manner that is disturbing and inappropriate to surrounding properties and the district. The Text Amendment gives staff the authority to require Appearance Commission review if the proposed color change is found to be incompatible with the surrounding area. Staff plans to notify commercial property and business owners by mail upon adoption.

- **Section 12-17-1: Terms Defined**

The Text Amendment includes various revisions to Section 12-17-1 to support previously discussed amendments. Notably, a new term, “office-contractors” is added to specify that off-site parking of contractor vehicles and on-site storage of equipment and materials are prohibited. This use is a Permitted Use in the C-1 General Commercial District.

The final proposed Text Amendment recommended by the Plan Commission is attached hereto as “**Attachment A.**”

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 August 15, 2023, Plan Commission public hearing for Case PC 23-16 in accordance with the Unified Development Code. The Morton Grove Champion published a public notice on July 27, 2023. Mailed letters to property owners and a public notice sign were not required due to the application being for a Text Amendment to the Unified Development Code and not in relation to a particular property.

At the August 15, 2023, meeting, the Commissioners voted to continue the case to the September 19, 2023, meeting to allow additional time to consider proposed regulation relating to short term dwelling units. At the September 19, 2023, meeting, the Commissioners voted to continue the case to the October 17, 2023, meeting without discussion due to low attendance. No additional public notice was required for the September 19, 2023, and October 17, 2023, public hearings.

Plan Commission – August 15, 2023, Proceedings: Five members of the Plan Commission were in attendance at the public hearing for Case PC 23-16 held on August 15, 2023. Commissioners Dorgan and Stein were absent.

Zoe Heidorn, Community Development Administrator, provided a brief introduction to the application. The staff report dated August 8, 2023, and attached hereto as “**Attachment B**,” was entered into the public record.

Ms. Heidorn said this will be an informal presentation and discussion of the proposed amendments to Title 12. Because public members in the audience are here to speak to the short-term dwelling units amendment, Ms. Heidorn asked if that could be discussed first to accommodate the audience.

Ms. Heidorn explained that homes (Airbnb, VRBO) are excluded from the Village’s zoning ordinance, which is what staff has interpreted to be short term dwelling units. When a use is not listed in the code and use matrix, it is not permitted. Staff has been responsive to complaints by residents and now seeks to codify by defining units as short-term dwelling unit. This would allow units to be occupied for not less than 90 days.

Commissioner Gabriel asked how a lease could be enforced. Ms. Heidorn said enforcement is by observation and the use of websites. Discussion ensued regarding the 90-day limitation. Commissioner Liston asked how the requirements can be enforced by the listing companies.

Commissioner Gabriel asked if this amendment is to control unwanted behavior. If so, there are other codes that control nuisances. Ms. Heidorn said these types of rentals are not allowed and the code is being amended due to an onslaught of complaints of disturbance from neighbors.

Commissioner Kintner and Ms. Heidorn clarified that the amendment provides a specific definition of short-term rentals and continues to not allow them in the Village.

Commissioner Gabriel said we are eliminating month-to-month rentals. Ms. Heidorn said the staff suggestion is 90 days, but this is open to modification.

Chairman Blonz asked how many Airbnb type rentals are in the Village. Ms. Heidorn said she was aware of approximately four to six homes offered on websites, and ten rooms or portions of homes.

Commissioner Kintner asked if these could be allowed by Special Use Permit. Ms. Heidorn said they could be based on Plan Commission recommendation and Board approval. are prohibiting,

Chairman Blonz asked for public comment.

Laura and Steve Yates, owners of 7821 Linder Avenue, were invited to speak.

Laura Yates and her husband explained that they have rented their home without incident through Airbnb. She said she had spoken to someone in the Village Hall who said there were no permits required for Airbnbs in July of 2022. Now they were notified to cease the rental by the Village or be fined. She thanked Ms. Heidorn for her time explaining the draft amendment and for the opportunity to speak tonight.

Ms. Yates explained that their rental income has allowed them to make improvements to their house and keep up with the mortgage. She described their control over tenants, the vetting process, the rule imposed by the owners, use of surveillance technologies, and the numerous Village Codes which prohibit noise. The same concerns that neighbors may have are the concerns of the renter.

Ms. Yates provided examples from the Morton Grove Chamber of Commerce and the Village of Morton Grove Strategic Plan promoting economic development efforts and moving the community forward. She described the potential tax benefits to the Village, as the rentals can be taxed the same rate as hotels and motels, which is administered by the rental agency. Skokie, Niles, Evanston and Des Plaines allow short term rentals. This occupancy tax is collected on rentals of 28 days or less.

Ms. Yates opposes the insertion of the definition of short-term rentals with a 90-day time limit and the continued prohibition.

Chairman Blonz and the Commissioners thanked Ms. Yates for her thorough comments. She will provide copies of her presentation to the Commissioners.

Commissioner Gabriel asked for surveys of surrounding communities. Ms. Heidorn responded that she will provide more information on how other communities treat the use.

A motion was made by Commissioner Liston to continue the discussion of short-term rentals to the next meeting to discuss surveys of surrounding communities' policies.

The motion was seconded by Commissioner Gabriel.

Motion passes 5-0.

Ms. Heidorn and the Commission reviewed the remaining amendments to accessory use and structures, off-street parking, massage establishments, truck-related uses, truck parking requirements, automotive and truck repair uses, and design standards.

Based on discussion, Ms. Heidorn stated that would review and update all terms relating to automotive, motor vehicle and automobile uses for consistency in the amendments.

Commissioner Liston asked for "contractor office" to be used in place of "office - contractor."

A motion was made by Commissioner Liston to continue Case 23-16, a request for Text Amendment to Sections 12-2-5, 12-4-2, 12-4-3, 12-4-4, 12-5-5, 12-7-3, 12-12-1, and 12-17-1 to establish and modify regulations relating to accessory uses and structures, off-street parking, massage establishments, truck-related uses, truck parking requirements, automotive and truck repair uses, and design standards.

The motion was seconded by Commissioner Gabriel.

Motion passes 5-0.

Plan Commission – September 19, 2023, Proceedings: Four members of the Plan Commission were in attendance at the public hearing for Case PC 23-16 held on September 19, 2023. Commissioners Kintner, Stein, and Liston were absent.

Commissioner Gabriel moved to postpone the agenda item and meeting to the October 17, 2023, meeting due to the lack of Commissioners present.

The motion was seconded by Commissioner Mohr.

Motion passes 4-0.

Plan Commission – October 17, 2023, Proceedings: Six members of the Plan Commission were in attendance at the public hearing for Case PC 23-16 held on October 17, 2023. Commissioner Gabriel was absent.

Zoe Heidorn, Community Development Administrator, provided a brief introduction to the application. The staff report dated September 12, 2023 (revised October 10, 2023), and attached hereto as “**Attachment C,**” was entered into the public record. Ms. Heidorn said that since this was first presented on August 15, 2023, minor amendments were made based on Commissioner comments. At the August meeting, there was compelling public comment regarding short-term rental units and the agenda item was again continued at the September 19, 2023 meeting. Since then, there has been new information to now recommend a full prohibition on both limited-service massage establishments and full body massage establishments as a principal use. Since 2022, two establishments have had to be shut down due to illegal activities.

Staff asked that the short-term rental unit prohibition remain as originally proposed. If the Plan Commission chooses to study the use, that portion of the case should be continued so that staff may prepare draft use standards.

Chairman Blonz noted that Attachment A has been fully discussed with the exception of limited and full body massage prohibition.

Commissioner Kintner asked how the prohibition on massage establishments will affect existing businesses.

Ms. Heidorn noted the three existing massage businesses would be allowed to continue to operate as permitted by their Special Use Ordinances. They would not be able to expand or intensify their uses. For any deviation from the Special Use Permit, the Permit would expire. Limited massage that is ancillary to a principal use would continue to be allowed.

Chairman Blonz asked for public comment.

Sue Pellicano, of 9327 National Avenue, said she wants massage banned.

Laura Yates, 7821 Linder Avenue, is a licensed massage therapist and notes that therapists typically follow laws and ethics. It is a needed therapy for pain and stress.

There was no further comment regarding full body massage prohibition.

Ms. Heidorn said the draft amendment for short-term rental units includes a definition which was read into the record. The use is currently prohibited. The Plan Commission may vote on the amendment of the definition and continue prohibition. The Plan Commission may also want to discuss this further and recommend legalization and regulation.

Commissioner Dorgan asked if there were any complaints by neighbors for any of the rentals. He discussed his experience when using short-term rentals on vacations.

Ms. Heidorn said this was brought to the Plan Commission due to complaints received for noise, safety concerns, and code violations.

Commissioner Liston asked if the Village would be able to better regulate the units if they were allowed.

Commissioner Mohr said we should license the units. We can control the nuisances with regulations.

Commissioner Kintner said that specific controls are needed, and he wondered if that was even feasible for the Village. The conditions need to be further studied.

Chairman Blonz said has had favorable experiences with short-term rentals. He would like to continue this discussion and react to possible regulations put together by staff.

Ms. Heidorn said licensing and regulations will be presented as recommendations next month.

Laura Yates provided favorable reviews by her renters. She notes that Niles allows short-term rentals and defines them as hotels. She said she has had no complaints from her neighbors. Homes that rent rooms or portions of the home and remain owner-occupied have great control over nuisances. Morton Grove has six of these rentals. She said she knows of two homes that are rented by agencies with surveillance. She read the proclamation by Mayor DiMaria protecting Morton Grove's constitutional rights.

Ms. Heidorn read the following public comment provided by email:

Casimir & Denyse Pashup, 8522 Marmora Avenue, Morton Grove IL 60053

I'm very sorry I can't make tonight's meeting. As I explained I am someone who has rented private homes via Air BnB on many occasions while traveling for both personal and business reasons. Airbnbs do not belong in family neighborhoods, they belong in second home/vacation rental markets where they do not become negative externalities on families. The situation next door to me involves renting individual rooms in the home out for \$30-40 per night and I think that invites unsavory individuals to the property for questionable reasons. As a homeowner in Morton Grove where I pay high taxes, I don't feel I should have to be subjected to transients coming and going (sometimes at all hours) to and from the property. The cars almost always have out of state license plates, the people take clothing from their trunks and back seats (not in suitcases) and carry it into the house like they are going to a laundromat. I've gone to let my dog out to find a random person smoking in the yard in the dark scaring me half to death. I don't feel comfortable walking in the neighborhood after dark now either. I live here because it's a quiet, peaceful neighborhood but in the past 6 months its become a constant parade of strangers. They park in front the fire hydrants, park the wrong way on the street, there has been police activity there a time or two. I don't feel safe and further, this particular property owner no longer lives here and the property isn't properly cared for and has become a dumping ground for junk. There is no pride in ownership when you aren't living here.

Commissioner Liston made a motion to recommend the approval of Case PC 23-16, a request by the Village of Morton Grove for approval of a Text Amendment to Sections 12-2-5, 12-4-2 (with the exception of short-term rental units), 12-4-3, 12-4-4, 12-5-5, 12-7-3, 12-12-1, and 12-17-1(with the exception of short-term dwelling units) to establish and modify regulations relating to accessory uses and structures, off-street parking, massage establishments, truck-related uses, truck parking requirements, automotive and truck repair uses, and design standards as presented in Attachment A, exempting any references to short-term dwellings.

The motion was seconded by Commissioner Kintner.

Motion passes 6-0.

Final Proposed Text Amendment

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

Attachments

- **Attachment A** – Final Text Amendment proposed for PC 23-16
- **Attachment B** – Staff Report to the Plan Commission for PC 23-16, prepared by Zoe Heidorn, Community Development Administrator, dated August 8, 2023
- **Attachment C** – Staff Report to the Plan Commission for PC 23-16, prepared by Zoe Heidorn, Community Development Administrator, dated September 12, 2023 (revised October 10, 2023)

Attachment A
Final Text Amendment proposed for PC 23-16

12-2-5: ACCESSORY USES AND STRUCTURES

A. Accessory Uses:

1. Accessory uses are permitted in all zoning districts in connection with a principal use which is permitted within such district, provided it is located on the same zoning lot as the principal building or use served. Accessory uses shall not be established prior to the establishment of the principal use, and shall comply with the use limitation applicable in the zoning district in which it is located.
2. Temporary accessory uses:
 - a. Temporary accessory uses that do not comply with applicable use limitations may be authorized in writing by the Village Administrator provided the temporary accessory use does not exceed seventy-two (72) hours in duration.

B. Accessory Structures:

2. Residential Districts: In residential districts, detached accessory buildings:
 - a. Shall not be located in the front yard or required side yards;
 - b. Shall not be located closer than three feet (3') to the rear or side lot line, or to another detached accessory building;
 - c. Shall not occupy more than thirty percent (30%) of the rear yard in building area;
 - d. Shall be at least ten feet (10') from the principal structure;
 - e. Shall not have more than one story nor exceed ~~seventeen~~ fifteen feet (~~17~~ 15') in height unless otherwise authorized by special use permit.
 - f. Shall not exceed seven hundred and fifty (750) square feet unless otherwise authorized by special use permit.

12-4-2: RESIDENTIAL DISTRICTS

C. Uses:

Categories Of Use	R-1	R-2	R-3
Antenna and antenna support structures	P,S ²	P,S ²	P,S ²
Assisted living facilities	X	X	S
Colleges and universities and uses accessory and incidental thereto, not for profit	S	S	S
Community residence - <u>family no more than 8 residents</u>	P ³ ,S	P ³ ,S	P ³ ,S
Community residence - <u>group between 9 and 15 residents</u>	S ³	S ³	S ³
Daycare centers when conducted on nonresidential properties	S	S	S
Daycare homes	P	P	P
Decks, patios and terraces	P ¹	P ¹	P ¹
<u>Detached accessory structures exceeding the maximum height and floor area requirements of Section 12-2-5:B</u>	<u>S</u>	<u>S</u>	<u>S</u>
Dwellings:			
Attached dwellings (townhomes, row houses)	X	X	P,S
Multi-family dwellings	X	X	P,S
Single-family detached dwellings	P	P	P
Two-family dwellings	X	X	P
Small Lot Single-family dwellings	X	X	S ⁵

Garages and carports	P ¹	P ¹	P ¹
Gazebos	P ¹	P ¹	P ¹
Golf courses, but not commercially operated driving ranges or miniature golf courses	S	X	X
Greenhouses	S	S	S
Halfway houses	X	X	S
Home occupations	P ²	P ²	P ²
Hospices	X	X	S
Houses of worship and uses accessory and incidental thereto on lots less than 3.5 acres	S	S	S
Houses of worship and uses accessory and incidental thereto on lots 3.5 acres or more, or where relief beyond authorized variations is requested (excluding megahouses of worship)	S	S	S
Libraries as a principal use	S	S	S
Libraries as an accessory use to a permitted use	P	P	P
Municipal buildings	S	S	S
Nursing homes	X	X	S
Parking lots adjacent to a commercial property, even if separated by a public alley	P	P	P
Parking lots not adjacent to a commercial property, even if separated by a public alley, but located within 300 feet of the premises served	S	S	S
Parks and playgrounds, publicly owned	P	P	P
Planned developments on tracts of land not less than 1 1/2 acres	S ⁴	S ⁴	S ⁴
Playhouses	P ¹	P ¹	P ¹
Public utilities (except those listed in chapter 10 of this title)	S	S	S
Recreation centers	S	S	S
Recreational facilities, not for profit and privately owned for exclusive use of residents and their guests	S	S	S
Schools, nonboarding - elementary, junior high and high on lots of less than 3.5 acres	S	S	S
Schools, nonboarding - elementary, junior high and high on lots of more than 3.5 acres	S	S	S
Senior citizen housing	X	X	S ³
Stables for renting and boarding of horses	S	X	X
Swimming pools and tennis courts for exclusive use of residents and their guests	P ¹	P ¹	P ¹
Temporary trailers	P,S ²	P,S ²	P,S ²
Toolsheds or similar storage areas	P ¹	P ¹	P ¹

12-4-3: COMMERCIAL DISTRICTS

D. Uses:

Categories Of Use	C-1	C-2	C/R
Accessory uses	P ¹	P ¹	P ¹
Amusement establishment (bowling, game room, etc.)	S	X	X
Animal hospitals	P	X	X
Animal shelters	S	X	S
Appliance sales and service	P	X	X
Art galleries	P	P	P
Assisted living facilities	S	S	S
Audiovisual equipment, accessories and supply	P	X	X
Automobile minimart station	S ³	S ³	X
Automobile parking lots within 300 feet of the use served	P	P	P
Automobile service station	S ³	S ³	X
Automobile, truck or trailer rental	S	X	X
Automotive accessory stores - retail (installation allowed)	S	X	X
Automotive accessory stores - retail (no service or installation)	P	X	X
Automotive repair facility (oil change, tires, brakes, auto glass, other mechanical items only)	S	S	X
Barbershops, Beauty Parlor (excluding massage establishment)	P	P	P
Bed and Breakfast	X	X	S
Bicycle sales and repair	P	P	P
Building material sales (no outside storage)	P	P	X/P ⁷
Cannabis Dispensing Organizations	S ³	X	X
Car wash	S	X	X
Catering - including accessory uses such as shared rental kitchen and retail sale of food products	P	X	P ⁹ /S
Catering (not in conjunction with other food sales or service)	P	X	X
Clothing, Costume & Tuxedo rental	P	P	X
Clubs and lodges	S	S	S ⁵
Commercial services	P	P	P
Commercial wireless communication services, as a principal use	S ²	S ²	S ²
Community residence - family <u>no more than 8 residents</u> (minimum spacing distance less than 330 feet)	S ³	S ³	S ³
Community residence - family <u>no more than 8 residents</u> (minimum spacing distance - 330 feet)	P ³	P ³	P ³
Community residence - group <u>between 9 and 15 residents</u> (minimum spacing distance - 330 feet)	S ³	S ³	S ³
Convenience store	P	P	P
Daycare	S	S	S
Daycare, adult	S	S	S

Department store	P	X	X
Domestic pet service (grooming)	P	X	P
Drive-through facilities	S ³	S ³	S ³
Drive-thru facilities located within a shopping center that meets the criteria set forth in Section 12-5-5B-3.	P ³	S ³	S ³
Drugstores (pharmacies)	P	P	P
Dry cleaning establishment of 5,000 square feet or less, consisting of on site cleaning and/or laundering limited to articles dropped off at the same location	P	X	X
Dry cleaning - retail	P	P	P
Dwellings:			
Attached dwellings	S ³	S ³	P/S ³
Multiple-family dwellings	S ³	S ³	P ⁸ /S ³
Senior citizen housing	S ³	S ³	S ³
Small Lot Single-Family Development	X	X	S ¹⁰
Electrical and telephone substations	S	S	S
Electrical fixtures	P	X	S
Employment agencies	P	X	X
Entertainment venue - principal use (live music, vocal entertainment, etc.)	S	X	S
Financial Institution	P	X	P
Financial Institution-Alternative	S	X	X
Furniture stores (including upholstery as an accessory use)	P	P	P
Garden supply stores and greenhouse	S	X	S
General Retail Goods Establishment	P	P	P
Governmental offices and other facilities	S	S	S
Grocery stores (sales area 10,000 square feet or less)	P	P	P
Grocery stores (sales area >10,000 square feet)	P	S	S
Height of structure - in excess of the permitted height	S	X	S
Home Finishes & Treatments- Retail	P	P	X/P ⁷
Home improvement center	P	X	X
Houses of worship	P ⁹ /S	P ⁹ /S	P ⁹ /S
Houses of worship, mega	S	S	X
Kennels	S	S	S
Kitchen and bathroom cabinet store (Sales and Showroom only, no production)	P	X	X/P ⁷
Laundromats (attendant on premises)	P	P	P
Libraries	P ⁹ /S	P ⁹ /S	P ⁹ /S
<u>Limited-service massage as an accessory service</u>	<u>P</u>	<u>P</u>	<u>P</u>
Liquor stores - retail	P	S	S

Mail order direct pickup	P	X	X
Massage establishments, as a principal use	S	S	S
Massage establishments - full body <u>or limited service</u>	XS	XS	XS
Massage therapy establishments—limited service	P	P	P
Medical and dental offices/clinics -including laboratories as accessory use (first floor)	P ⁹ /S	P ⁹ /S	X/P ^{7,9} /S
Medical and dental offices/clinics -including laboratories as accessory uses (other than first floor)	P ⁹ /S	P ⁹ /S	P ⁹ /S
Medical appliances, laboratories, and supply stores (not manufacturers)	P	X	X
Microbrewery/microdistillery - as accessory use to bar, tavern or cocktail lounge or sit down restaurant	P	X	S
Microbrewery/microdistillery - as principal use, with an accessory tasting room, bar, and/or retail sales area that accounts for at least 15 percent of the gross floor area	S	X	X
Mixed use developments	S ³	S ³	P/S ³
Motel/hotel	S	X	S
Motor vehicle dealer sales and service (automobiles, motorcycles, trucks, etc.)	P	P	X
Multiple structures on zoning lot	S	S	P/S ¹
Nursing homes	P	X	X
Office equipment supply and service	P	X	X
Offices - business, contractor, professional and public (first floor)	P	P	X ¹ /P ⁷
Offices - business, contractor, professional and public (other than first floor)	P	P	P
Open sales lots	S	X	X
Optician and optometrist offices -including labs as accessory use (First Floor)	P	P	X/P ⁷
Optician and optometrist offices -including labs as accessory use (other than first floor)	P	P	P
Outdoor seating areas for restaurants, taverns and specialty food stores	P ³	P ³	P ³
Permanent cosmetics services, accessory (less than 20% of customer floor space)	P	P	P
Permanent cosmetics services (greater than or equal to 20% of customer floor space)	S ³	S ³	S ³
Pet shops	S	S	S
Photographic studios (including develop and print of on premises pictures)	P ⁹ /S	P ⁹ /S	P ⁹ /S
Physical fitness and health services 1,000 square feet or less	P	X	P
Physical fitness and health services greater than 1,000 square feet	P ⁹ /S	X	X
Planned unit development on 1 acre tracts or larger	S ⁴	S ⁴	S ⁴
Post office	P	X	X
Printing and photocopy shops (less than 2,000 square feet)	P	P	P
Printing and photocopy shops (greater than 2,000 square feet)	P	X	P ⁹ /S
Public utility and public service use	S	S	S
Radio and television broadcasting studios	S	X	X
Radio and television sales and service	P	P	S
Recording studios	P	X	X

Recreation centers	S	S	X
Rental - household goods and merchandise	P ⁹ /S	P ⁹ /S	X/P ^{7,9} /S
Restaurants - drive-in	S ³	S ³	S ³
Restaurants - sit down and carryout	P	S	P
Schools - commercial (e.g., driving, martial arts, learning center, etc.) less than 1,000 square feet	P	X	P
Schools - commercial (e.g., driving, martial arts, learning center, etc.) greater than 1,000 square feet	P ⁹ /S	X	P ⁹ /S
Sewing machine sales and service	P ⁹ /S	P ⁹ /S	X/P ^{7,9} /S
Sign and lettering shop	P	X	X
Specialty food stores (bakeries, ice cream stores, meat market, coffee/tea shops, etc.)	P	P	P
Tattoo and body art establishment	S ³	S ³	S ³
Taverns and cocktail lounges - music and vocal entertainment only	S	S	S
Taverns, bars, and cocktail lounges	P/S ⁶	S	S
Taverns, bars and cocktail lounges with live music and/or vocal entertainment as accessory use	S	S	S
Taxidermists	P	P	X
Temporary buildings - construction site	P ²	P ²	P ²
Theaters	P ⁹ /S	X	P ⁹ /S
Tobacco and pipe shops (no on-site smoking lounges)	P	P	P
Undertaking establishments	S	X	X
Upholstery shops	P ⁹ /S	P ⁹ /S	X/P ^{7,9} /S

12-4-4: MANUFACTURING DISTRICTS

E. Uses¹:

	M-O/R	M-1	M-2
Manufacturing:			
Low nuisance industrial facilities	P	P	P
Manufacturing, Light	S	P	P
Manufacturing, Heavy	X	S	P P ⁷ /S
Microbrewery/Micro-distillery—as principal use, with accessory tasting room, bar and/or retail sales area that accounts for at least 15 percent of the gross floor area.	S	S	S
Pilot Plants for Research and Development laboratories	P ² /S	P	P
Research and Development laboratories	P ² /S	P	P
Retail Trade:			
Home improvement center	X	S	S
Lumber and other building or construction materials dealers	X	X	S

Machinery, sales	S	P	P
Manufacturer outlet sales, selling only products manufactured on the premises	P ³ /S	P	P
Manufacturer outlet sales, selling products not manufactured on the premises	S	S	S
Motor Vehicle Dealer, sales and service	S	S	S
Restaurants	S	S	S

Services:

Animal hospitals	S	P	P
Artist studios/ Art galleries (may include accessory educational programs)	P	X	X
Automobile minimart station	X	S ⁴	S ⁴
Automobile service stations	X	S ⁴	P ⁴
Automobile, truck and trailer rental and leasing services	X	P	P
Motor vehicle Automotive body shop (body work, painting, glass repair, reconstruction, undercoating)	X	S	P
Automotive or other motor vehicle repair <u>facility</u>	X	S	P
Building maintenance and cleaning	P	P	P
Car wash	X	S	P <u>S</u>
Catering services facilities	S	P	P
Commercial Services (such as electronics repair, reproduction and mailing services, camera repair, etc.)	P	P	P
Commercial art and photography	P ⁵ /S	P	P
Commercial tutoring/learning centers	S	X	X
Electrical supply	S	P	P
Equipment rental and leasing services	P	P	P
Exterminators	S	P	P
Industrial launderers	X	X	S
Motion picture production and allied services	P	P	P
Physical fitness and health services	P	P	P
Schools - college/university	S	S	X
Schools- vocational and trade	S	S	S
<u>Truck body shop</u>	X	X	S <u>S</u>
<u>Truck repair facility</u>	X	X	S <u>S</u>

Transportation And Utilities:

Antenna and antenna support structures	P ⁶ /S	P ⁶ /S	P ⁶ /S
Cable television service	P	P	P
Cartage service	X	X	S
Commercial wireless communication services, as a principal use (subject to height restrictions)	P ⁶ /S	P ⁶ /S	P ⁶ /S

Electric services	S	P	P
Electric substations	X	P	P
Freight terminals with or without maintenance facilities	X	X	S
Heliport	X	P	P
Natural gas distribution	X	P	P
Parcel and express service	S	X	S
Radio and television broadcasting	P	P	P
Railroad rights of way/facilities	X	P	P
Telephone communication	P	P	P
Transit and public transportation facilities	S	S	S
Water distribution	S	P	P
Wholesale Trade:			
Wholesale Trade Establishment	P	P	P
Lumber and other construction materials	X	X	S
Metal service centers (not including scrap operation)	X	X	S
Warehouse:			
Distribution Center	P ⁷ /S	P ⁷ /S	P <u>P⁷/S</u>
Moving and storage facilities – 20,000 square feet gross floor area or less	S ⁴	S ⁴	P ⁴
Moving and storage facilities – more than 20,000 square feet gross floor area	S ⁴	S ⁴	S ⁴
Self-storage facility	X	S	S
Warehouse	P ⁷ /S	P ⁷ /S	P <u>P⁷/S</u>
Warehouse, public	P ⁷ /S	P ⁷ /S	P <u>P⁷/S</u>
Medical:			
Clinic, Medical or Dental	S	X	X
Medical Cannabis Dispensing Organizations	S ⁸	S ⁸	S ⁸
Cannabis Cultivation Centers	S ⁸	S ⁸	S ⁸
Office:			
Office - Business/professional	P	P	P
Office - Contractors, with on-site exterior material storage (excluding Heavy construction businesses)	X	P <u>P⁷/S</u>	P <u>P⁷/S</u>
Office - Municipal	P	P	P
Office – Technology Incubators, research and development, engineering and testing	P ⁹ /S	P ⁹ /S	P
Other:			
Adult entertainment facilities	X	X	S
Entertainment uses	S	S	S
Exterior storage of products and materials, as an accessory use to an adjacent principal use	S	S	S

Height of structures - over 40 feet	S	S	S
Heavy construction business	X	S	P P ⁷ /S
Indoor recreational Facilities (such as archery, bowling, paint ball, etc.)	S	S	S
Municipal Facilities	X	S	P
Parking lots - tracts of land not more than 1½ acres within 300 feet of use served	S	S	S
Planned unit developments - tracts of land not less than 2 acres	S ¹⁰	S ¹⁰	S ¹⁰
Recycling centers	X	X	S

Key:	P = Permitted	S = Special	X = Not Permitted
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¹ See chapter 2, "General Provisions", of this title.

² Use is allowed as a Permitted use if it is a low nuisance production or assembly facility and allowed as a Special Use if it is a light manufacturing facility.

³ Use is allowed as a Permitted use if manufactured products are via a low nuisance production or assembly facility; allowed as a Special Use if through a light manufacturing facility; and not allowed if manufactured via Heavy manufacturing facilities.

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

⁵ A photography laboratory is allowed as a Permitted use if digital development and reproduction are employed; allowed as a Special use if Use involves traditional photo/film developing such as through a laboratory, dark room, etc.

⁶ See chapter 3, "Regulations Of Specific Uses In All Zoning Districts", of this title.

⁷ Uses which are low nuisance and do not generate any significant noise, odors, vibrations, or heavy truck traffic volumes may be allowed as a permitted use, subject to review and approval by the Village Administrator; otherwise such uses require a special use permit.

⁸ See chapter 5, "Special Zoning Provisions", of this title.

⁹ Use is allowed as a Permitted use if accessory laboratories or Pilot Plants are low nuisance; allowed as a Special Use if accessory laboratories or Pilot Plants are light manufacturing.

¹⁰ See chapter 6, "Planned Unit Developments", of this title.

12-5-5: USE STANDARDS

~~F. Moving and Storage Facilities: [DELETE ENTIRE SECTION]~~

12-7-3: OFF-STREET PARKING

H. Truck Parking Requirements.

- Truck parking is permitted only as accessory parking to a principal use.
- Truck parking spaces intended for use by semitrailers, wheeled containers, or truck-trailer combinations means the temporary outdoor stationing of an operable vehicle, semitrailer, or wheeled container (or similar item capable of lawful intrastate or interstate travel without modification) that has been loaded, off loaded, or repaired within the previous seven (7) days or that will be loaded, off loaded, or repaired within the next seven (7) days. Outdoor parking or storage for longer periods of time is prohibited.
- Unless authorized by a special use permit, 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:
 - One (1) parking space for every two thousand five hundred (2,500) square feet of GFA under roof for the principal use.
 - Two-and-a-half (2½) parking spaces for each loading dock serving the principal use.
- 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.

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

Residential:	
Attached dwellings (townhomes)	2.0 spaces per dwelling unit ¹
Housing for senior citizens	0.5 spaces per dwelling unit
Multi-family dwellings	1.75 spaces per dwelling unit ²
Single-family dwellings	2.0 spaces per dwelling unit ³
Two-family dwellings	2.0 spaces per dwelling unit ³
Commercial uses:	
Commercial services	1.0 spaces per 300 square feet of gross floor area
Permitted and special uses in commercial zoning districts except for those uses specified below:	1.0 space per 250 square feet of gross floor area
Animal hospitals	1.5 spaces per examination/treatment room
Appliance sales and service	1.0 space per 500 square feet of gross floor area
Automobile minimart station	1.0 space per employee, not to exceed 5 spaces of which 2 spaces shall be for handicapped individuals
Automobile repair	1.0 space per employee plus 2.0 spaces per service stall
Automobile sales and service	1.0 space per 500 square feet of gross floor area
Automobile service station	1.0 space per employee plus 2.0 spaces per service stall (minimum of 2.0 spaces)
Automobile, truck and trailer rental	1.0 space per employee plus 1.0 space per maximum number of rental vehicles
Barber or beauty shops (hair stylist, manicurist, skin care)	1.0 space per 250 square feet of gross floor area
Bowling alleys	4.0 spaces per lane
Cannabis dispensing organizations	1.0 space per 150 square feet of gross floor area
Home improvement centers	1.0 space per 350 square feet of gross floor area, excluding outdoor storage areas
Hotels and motels	1.0 space per rental lodging room
Houses of worship	1.0 space per 3.0 occupants in the main meeting room or any other room that can be used simultaneously for group assembly purposes. The maximum occupancy load shall be authorized by the fire prevention code and standards adopted by the Village of Morton Grove fire department from time to time and incorporated herein by reference (title 9, chapter 1 of this code)
Clubs and lodges	1.0 space per 3.0 occupants in the main meeting room or any other room that can be used simultaneously for group assembly purposes. The maximum occupancy load shall be authorized by the fire prevention code and standards adopted by the Village of Morton Grove fire department from time to time and incorporated herein by reference (title 9, chapter 1 of this code)

Daycare centers	1.0 space per 300 square feet gross of floor area
Dry cleaning and laundry - self-service	1.0 space per 250 square feet of gross floor area
Furniture and upholstery stores	1.0 space per 700 square feet of gross floor area
Libraries and museums	1.0 space per 1,000 square feet of gross floor area, and for any group assembly meeting space or auditorium, 1.0 space per 3.0 occupants. The maximum occupancy load shall be authorized by the fire prevention code and standards adopted by the Village of Morton Grove fire department from time to time and incorporated herein by reference (title 9, chapter 1 of this code)
Lounges, bars, or taverns	1.0 space per 50 square feet of gross floor area
Nursing homes	1.0 spaces per 670 square feet gross floor area
Pharmacies	1.0 space per 300 square feet of gross floor area
Physical fitness and health service	1.0 space per 150 square feet of gross floor area
Restaurants	1.0 space per 150 square feet of gross floor area
Restaurants - drive-in or carryout	1.0 space per 100 square feet of gross floor area
Theaters	1.0 space per 3.0 seats
Undertaking establishments/funeral parlors	10.0 spaces per chapel or parlor plus 1.0 space per vehicle owned by the business
Manufacturing uses:	
Permitted and special uses in the manufacturing zoning district except for those uses specified below or where requirements have been set in other sections of this chapter	1.0 space per 250 square feet of gross floor area
Building material sales	1.0 space per 500 square feet of gross floor area
Cannabis cultivation centers	1.0 space per employee, plus 1.0 space per vehicle owned and used by the cultivation center only
Freight terminals, with or without maintenance facilities	1.0 space per 1,000 square feet of gross floor area or 1.0 space per employee, whichever is greater
Manufacturing uses	1.0 space for each 2.0 employees plus 1.0 parking space for each vehicle owned and used by the local plant only
Moving and storage facilities	1.0 space per employee plus 1.0 space for each vehicle owned or used in the business
Parcel and express services/ local trucking with or without storage	1.0 space per 1,000 square feet of gross floor area or 1.0 space per employee whichever is greater
Public utility and public service use	1.0 space per each employee (minimum of 2.0 spaces)
Self-service storage or miniwarehouse facilities	1.0 space per 3,000 square feet of gross square feet of floor area
Warehouse and storage establishments	1.0 space per 1,000 square feet of gross floor area or 1.0 space per employee whichever is greater
Wholesale sales	1.0 space per 500 square feet of gross floor area plus 1.0 space for each vehicle owned or used in the business

Other uses:	
Public administrative offices	1.0 space per 500 square feet of gross floor area
Recreational centers	1.0 space per 250 square feet of gross floor area devoted to office space plus 1.0 space per 150 gross square feet of floor area devoted to recreational use, and for any meeting space or group assembly use, 1.0 space per 3.0 occupants. The maximum occupancy load shall be authorized by the prevention code and standards adopted by the Village of Morton Grove fire department from time to time and incorporated herein by reference (title 9, chapter 1 of this code)
Schools - business, commercial, trade or other	1.0 space per each faculty member and other full or part time employee plus 1.0 space per 4.0 students design seating capacity
Schools - nursery, elementary, or junior high	1.0 space for each faculty member and other full or part time employees
School, high	1.0 space for each faculty member and other full or part time employee plus 1.0 space for each 4.0 students design seating capacity
Miscellaneous uses, not specifically identified in any section of this title	1.0 space per 100 square feet of gross floor area, or otherwise determined by the Morton Grove plan commission

12-12-1: GENERAL PROVISIONS

B. Applicability of Regulations: The regulations herein apply to all properties designated below:

1. Multiple dwelling developments in excess of two (2) units.
2. Business and commercial unit developments.
3. Industrial units and developments.
4. All planned unit developments and special uses.
5. All common, single-family subdivision developments, including streets, rights of way, public areas and other general development features and models to be offered for sale.
6. Municipal and other public facilities and lands.
7. One- and two-family residential dwellings, not in a subdivision but which require a building permit for exterior modification, are exempt from the regulations in this chapter, but are required to complete a design workbook which demonstrates how the project is compatible with the existing neighborhood. Any project which is deemed not to be compatible by the building commissioner and/or his/her designee shall be sent to the appearance review commission for review.

C. Review Required:

1. All site, landscape and building plans are to be reviewed by the appearance review commission, and an appearance certificate by the commission granted, prior to the issuance of a building permit.
2. Prior to changing the exterior color of any building located in a commercial district, a design workbook shall be submitted which demonstrates how the project is compatible with the existing neighborhood. Any project which is deemed not to be compatible by the building commissioner and/or his/her designee shall be sent to the appearance review commission for review.

12-17-1: TERMS DEFINED

AUTOMOBILE MINIMART STATION: Any building land area, or other premises or portion thereof, intended to be used for the retail dispensing or sale of petroleum fuel, lubricants, tires, and supplies and offering as an ancillary service the sale of the following categories of merchandise: health and beauty aids; salty snacks; cleaning and paper goods; books, newspapers, and magazines; milk and dairy products; fresh brewed coffee and coffee drinks; soda, water, and similar bottled or canned

beverages; and convenience type food in a prepackaged wrapper or container in a ready to consume state. Convenience foods may also include precooked foods such as donuts, bakery items, and limited sandwiches, which may be assembled and/or heated (microwave or toaster oven only) and repackaged for takeout consumption.

AUTOMOBILE OR OTHER MOTOR VEHICLE RENTAL: An open area, other than a street, used for the display of automobiles or other motor vehicles offered for rent to the general public, and where no repair work is done other than incidental.

AUTOMOBILE OR OTHER MOTOR VEHICLE WRECKING YARD: Any area of land where three (3) or more motor vehicles not in running condition, or the parts thereof, are stored in the open and are not being restored to operation, or any land, building, or structure used for the wrecking or storing of such automobiles or parts thereof.

AUTOMOBILE SERVICE STATION (GAS STATION OR FILLING STATION): Any building or portion thereof, or premises used for dispensing or offering for sale at retail automotive fuels or oils having pumps and storage tanks thereon; or where battery, tire, and other similar services are rendered, but only if rendered wholly within lot lines. When dispensing, sale, or offering for sale is incidental to the conduct of automobile repair, the premises are classified as automobile repair. Automobile service stations do not include open sales lots as defined herein.

~~**AUTOMOTIVE ACCESSORY STORE:** An establishment which retails new or used automotive parts.~~

~~**MOTOR VEHICLE**~~ **AUTOMOTIVE** BODY SHOP: Any building where automotive vehicles are painted, repaired for body damage including auto glass, rebuilt, or reconstructed. Motor vehicle body shops do not include truck body shops as defined herein.

~~**AUTOMOTIVE OR OTHER MOTOR VEHICLE REPAIR FACILITY:**~~ Any building or portion thereof or premises where battery, tire, and other similar services are rendered to automobiles, vans, pick-ups, motorcycles, and/or all-terrain vehicles (ATV), and similar motorized transportation vehicles, but only if rendered wholly within lot lines. If automotive fuel dispensed, or offered for sale, is incidental to the conduct of automobile repair, the premises are classified as automobile repair. Automotive repair facilities do not include automotive repair beyond mechanical repair and auto glass. Any type of body work shall be considered a motor vehicle body shop. Automobile repair facilities do not include open sales lots or truck repair facilities as defined herein.

CARTAGE SERVICE: An establishment which provides the hauling of large quantities of material for commercial or industrial users.

COMMUNITY RESIDENCE: A single dwelling unit occupied on a relatively permanent basis in a familylike environment by a group of unrelated persons with disabilities, plus paid professional support staff provided by a sponsoring agency, either living with the residents on a twenty four (24) hour basis or present whenever residents with disabilities are present at the dwelling and which complies with the zoning regulations for the district in which the site is located. A community residence does not include a residence which serves persons as an alternative to incarceration for a criminal offense, persons with a history of antisocial behavior, or persons whose reason for placement is substance or alcohol abuse or for treatment of a communicable disease.

~~**COMMUNITY RESIDENCE, FAMILY:** A single dwelling unit occupied on a relatively permanent basis in a familylike environment by a group of no more than eight (8) unrelated persons with disabilities, plus said professional support staff provided by a sponsoring agency, either living with the residents on a twenty four (24) hour basis, or present whenever residents with disabilities are present at the dwelling and which complies with the zoning regulations for the district in which the site is located.~~

~~**COMMUNITY RESIDENCE, GROUP:** A single dwelling unit occupied on a relatively permanent basis in a familylike environment by a group of nine (9) to fifteen (15) unrelated persons with disabilities, plus paid professional support staff provided by a sponsoring agency, either living with the residents on a twenty four (24) hour basis, or present whenever residents with disabilities are present at the dwelling and which complies with the zoning regulations for the district in which the site is located.~~

~~**MASSAGE ESTABLISHMENT LIMITED SERVICE**~~ **MASSAGE:** An establishment which offers limited m_Massage services by a licensed massage therapist, which uses any method of applying pressure on or friction against or stroking, kneading,

rubbing, tapping, pounding, vibrating, touching or stimulating the external soft body parts of the body with the hands, any body part, or with the aid of any mechanical or electrical apparatus or appliance, with or without supplementary aids such as rubbing alcohol, liniments, antiseptics, oils, powder, creams, lotions, ointments, or other similar preparations. Limited-service massage ~~establishments~~ includes hand/foot massage, head/neck massage, etc., and which does not require partial or full disrobement, other than removal of socks, shoes, and/or outerwear (coats, gloves, scarves).

MOTOR VEHICLE REPAIR: See definition of AUTOMOTIVE OR OTHER MOTOR VEHICLE REPAIR.

OFFICE - Business or professional: A building or structure where business or professional activities are conducted and/or business or professional services are made available to the public, including, but not limited to, tax preparation, accounting, architecture, legal services, real estate and securities brokering, and professional consulting services.

OFFICE - CONTRACTORS: A building or structure for a person or company within a building trade or building craft that undertakes a contract to provide materials or labor to perform a service or do a job and but not including any on-site storage of equipment or materials. All contractor's vehicles shall be parked on the same zoning lot.

OFFICE - CONTRACTORS, WITH ON-SITE EXTERIOR MATERIAL STORAGE: A building or structure for a person or company within a building trade or building craft that undertakes a contract to provide materials or labor to perform a service or do a job and includes exterior, on-site storage of ~~equipment~~, materials, and a limited amount of ~~construction contractor's~~ vehicles (excluding types of material and vehicles associated with heavy construction business).

OFFICE- Technology Incubators, research and development, engineering and testing: A building or structure for research and development for basic, applied, development and technical services conducted by or for use by one or more individuals, organizations, or concerns with accessory laboratories or pilot plants.

OUTDOOR STORAGE: The holding of materials, products, goods, and refuse relating to the principal permitted use for more than twenty-four (24) hours in an area open to the sky.

OUTDOOR STORAGE AREA: The location on a lot where outdoor storage exists. Such area shall be completely screened with no visible evidence of the material stored from any exterior view of the storage area.

TRUCK. Trucks, tractors, truck-trailers, and industrial and commercial vehicles in excess of one-and-a-half (1½) tons capacity.

TRUCK PARKING AREA OR YARD: Any land used or intended to be used principally for the storage or parking of trucks, tractors, truck-trailers and including commercial vehicles, while not loading or unloading or under repair, and which exceed one and one-half (1½) tons in capacity. A truck parking area or yard includes the meaning customarily assigned to cartage facilities and truck dispatch yards.

TRUCK BODY SHOP. Any building where trucks are painted, repaired for body damage including auto glass, rebuilt, or reconstructed.

TRUCK REPAIR FACILITY. A business that provides services in repairs to trucks. Truck repair facilities do not include repair beyond mechanical repair and auto glass. Any type of body work shall be considered a truck body shop. If automotive fuel dispensed, or offered for sale, is incidental to the conduct of truck repair, the premises are classified as truck repair.

Attachment B

Staff Report to the Plan Commission for PC 23-16
Prepared by Zoe Heidorn, Community Development Administrator
Dated August 8, 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: August 8, 2023

Re: Case PC 23-16: Request for approval of a Text Amendment to Sections 12-2-5, 12-4-2, 12-4-3, 12-4-4, 12-5-5, 12-7-3, 12-12-1, and 12-17-1 to establish and modify regulations relating to accessory uses and structures, off-street parking, massage establishments, truck-related uses, truck parking requirements, automotive and truck repair uses, short term dwelling units, and design standards. The applicant is the Village of Morton Grove.

STAFF REPORT

Public Notice

The Village of Morton Grove provided public notice for the August 15, 2023, Plan Commission public hearing for Case PC 23-16 in accordance with the Unified Development Code. The *Morton Grove Champion* published a public notice on July 27, 2023. Mailed letters to property owners and a public notice sign were not required due to the application being for a Text Amendment to the Unified Development Code and not in relation to a particular property.

Application

On July 11, 2023, the Department of Community and Economic Development submitted a complete application requesting approval of a Text Amendment to various sections of the Unified Development Code (Title 12) to provide better control over certain land uses, detached accessory structures, and commercial building design. The proposed amendment is provided as **Attachment A**.

Discussion

The proposed amendments to Title 12 are discussed in further detail below.

Section 12-2-5:A: Accessory Temporary Uses

Staff recommends adding provisions to allow for administrative approval of temporary accessory uses that do not comply with applicable zoning requirements, provided the temporary use does not exceed seventy-two (72) hours in duration. Examples of temporary uses may include outdoor sales and entertainment, mobile food vending, temporary residential storage containers, and blood collection drives sponsored by businesses. The regulation will legalize special events that are already occurring but do not fit with the requirements of Title 12 and are not covered by the requirements of Chapter 8-11, "Special Events."

Section 12-2-5:B: Detached Accessory Buildings in Residential Districts

Staff recommends reducing the maximum height of a detached accessory building in a residential district from 17 feet to 15 feet, unless otherwise authorized by a Special Use Permit. On certain properties in Morton Grove, the overall height of a detached garage exceeds the height of the one-story principal structure. With a maximum building height of 17 feet, the overall garage height can significantly exceed 17 feet with a gable or hip roof because the building height is measured at the mean level of the underside of the rafters between the eaves and the roof ridge, pursuant to Section 12-17-1. With a minimum setback of 3 feet within a rear yard, a 17-foot-tall garage can seem imposing to an adjacent property. The vast majority of permitted garages comply with a 15-foot height maximum. On larger lots where greater setbacks are possible, a Special Use Permit can be requested to increase the maximum height of a detached accessory building.

A Special Use Permit is more appropriate than a variation because variations are intended for cases where a structure or property cannot meet certain dimensional requirements due to unique characteristics of the property and where strict

application of the Code would deprive the owner of reasonable use of property. Per Section 12-16-4:C.1, the purpose of a Special Use Permit is to address “certain uses because of their unique characteristics cannot be properly classified in any district without consideration of their impact upon adjacent land use and the public need for the specific use in that particular location, and thus require plan commission and Village board evaluation.”

Staff also recommends limiting the maximum floor area of a detached accessory building in a residential district to 750 square feet, which can comfortably accommodate a three-car garage. This maximum floor area could also be modified by a Special Use Permit. Currently, the only control limiting a garage’s floor area is overall maximum floor area for a lot. At this time, a detached garage could theoretically be of a similar size to a home.

Staff is proposing modifications to the bulk regulation of detached accessory buildings in residential districts due to many complaints received over the years about new garages that are overly bulky and not fitting with the surrounding neighborhood but do meet current zoning requirements. Staff surveyed other communities in the region on their treatment of detached accessory buildings or garages, the results of which are provided below:

Lincolnwood:	Max. 17 feet height or 1 story. No stairs shall be allowed to access the attic area of a detached garage
Niles:	Max. 15 feet height (to peak), Max. 770 square feet.
Northbrook:	Max. 15 feet height
Park Ridge:	Max. 18 feet height (to peak), Max. 720 square feet
Riverside:	Max. 20 feet height with variable setback (3-5 feet). Max. 800 square feet.
Schaumburg:	Max. 15 feet height. Max. 600 square feet.
Skokie:	Max. 15 feet or 1 story. The distance from grade to the top of eave or to the top of the highest point on a flat roofed building cannot exceed 10' above grade, except that an open roof deck railing cannot exceed 15' above grade. Area. The ground floor area of all accessory buildings must not exceed the ground floor area of the principal grade.

Section 12-4-2:C: Residential District Use Matrix

Staff recommends modifying the residential district use matrix as follows:

- Staff is simplifying the “community residence” definitions of Section 12-17-1 to include only one definition for “community residence.” Currently, there are two separate uses defined under this category, “community residence - family” and “community residence - group.” The definitions are redundant, with the only difference being the number of residents living on the premises. Listing the difference in the table eliminates the need to reference Section 12-17-1. Staff also seeks removal of the word “family” because it has been ruled in court to discriminate against non-normative families. There is no change to how the use is regulated, only how the regulations are presented in the Code.
- Staff is listing “detached accessory structures exceeding the maximum height and floor area requirements of Section 12-2-5:B” in the residential use matrix pursuant to Section 12-16-4:C.1: “The special uses within each zoning district are identified in chapter 4, “Zoning Districts”, of this title.”
- Staff has enforced a Village-wide prohibition on short-term dwelling units such as Airbnb and VRBO rentals using Section 12-17-1, which explicitly excludes tourist homes from the definition of a “dwelling” and Section 12-4-1:E.4, which states that uses not specified in the list for each district classification are not allowed. Currently, “tourist homes” is not defined by Section 12-17-1 and there is also no codified minimum length of stay that staff can refer to in enforcement. Consistent with other communities, staff recommends adding a new use, “short-term dwelling unit” to better address short-term rental uses. The new definition to be added to Section 12-17-1 establishes a minimum period of stay of 90 days. Listing the use as a prohibited use in the use matrix of Section 12-4-2:C provides staff with a clear and effective reference point for enforcement.

Section 12-4-3:D: Commercial District Use Matrix

Staff recommends modifying the commercial district use matrix as follows:

- Staff recommends removing “(excluding massage establishment)” from “barbershops, beauty parlor” to reduce ambiguity and confusion.
- Staff recommends modifying the community residence uses to provide all differences between uses in the use matrix and avoid the need to reference Section 12-17-1. See additional notes in the previous section.

- Staff recommends adding “limited-service massage as an accessory service” as a separate use and allowing the use as a Permitted Use. Limited-service massage establishments are being made a Special Use in the commercial districts to avoid future issues of enforcing additional regulation of full-body massage establishments. The limited-massage services use can be administratively approved as an accessory Permitted Use to any other principal use in the district. Staff also recommends modifying the definition for limited-service massage establishments to define the activity rather than the establishment, which allows for broader application of the term.

Section 12-4-4:E: Manufacturing District Use Matrix

Staff recommends modifying the manufacturing district use matrix as follows:

- Currently, heavy manufacturing uses are listed as a Permitted Use in the M-2 General Manufacturing District. With the vast majority of the Village’s manufacturing district area zoned M-2, this opens many industrial properties that abut single-family residential districts, specifically along Austin Avenue, Elm Street, and McVicker Avenue, to the following land use:

MANUFACTURING, HEAVY: The assembly, fabrication or processing of goods and materials using processes that ordinarily have greater than minimal impacts on the environment, or that ordinarily have significant impacts on the use and enjoyment of adjacent property in terms of noise, smoke, fumes, visual impact, odors, glare, or health and safety hazards, or that otherwise do not constitute “Manufacturing, Light”. Heavy manufacturing generally includes processing and fabrication of large or bulky products made from extracted or raw materials or products involving flammable or explosive materials and processes that require extensive floor areas or land area for the fabrication and/or incidental storage of the products. “Manufacturing, Heavy” shall not include any use that is otherwise listed specifically in a zoning district as a permitted or special use.

Classifying the use as a Permitted or Special Use (P⁷/S) provides the Village Administrator with the discretion to require a Special Use Permit if he or she expects the use will generate significant exterior impacts.

- Currently, passenger vehicle repair and truck repair are classified under the same land use, “automotive or other motor vehicle repair.” Similarly, Title 12 does not distinguish between passenger vehicle body shops and truck body shops. Staff recommends separating automotive (passenger or similar vehicle) repair, automotive body shops, truck repair, and truck body shops as defined land uses and establishing greater control over the truck-related repair and body work uses, which tend to generate more truck movements and exterior truck parking. Traditional automotive repair facilities and body shops will be allowed as a Permitted Use in the M-2 District, whereas truck repair facilities and body shops will be classified as a Special Use in the M-2 District.
- Staff recommends classifying car washes as a Special Use in the M-2 District rather than a Permitted Use. The use creates significant traffic volumes and is often prone to maintenance issues. New car washes should be subject to review by the Traffic Safety Commission, Appearance Commission, and Plan Commission in all districts. Car washes are generally undesirable in communities due to the low tax generation and significant impacts on infrastructure and traffic. That the M-2 District abuts residentially zoned property was also a consideration in staff’s recommendation.
- Staff recommends prohibiting “cartage facilities” and “freight terminals with or without maintenance facilities.” Cartage facilities are defined by Section 12-17-1 as follows:

CARTAGE SERVICE: An establishment which provides the hauling of large quantities of material for commercial or industrial users.

Freight terminals are not defined by Title 12 but are generally accepted to include large-scale trucking terminal operations involving intrastate and interstate motor carriers. Freight may be brought to the facility, assembled, and sorted for routing. The uses both involve the movement of large quantities of goods and materials and heavy truck traffic on large zoning lots. The uses are generally undesirable, especially considering Morton Grove’s limited industrial land area.

- Due to the potential for heavy truck volumes and other exterior impacts, staff recommends classifying “distribution centers,” “warehouses,” “warehouses, public,” and “heavy construction businesses” as Permitted or Special Uses

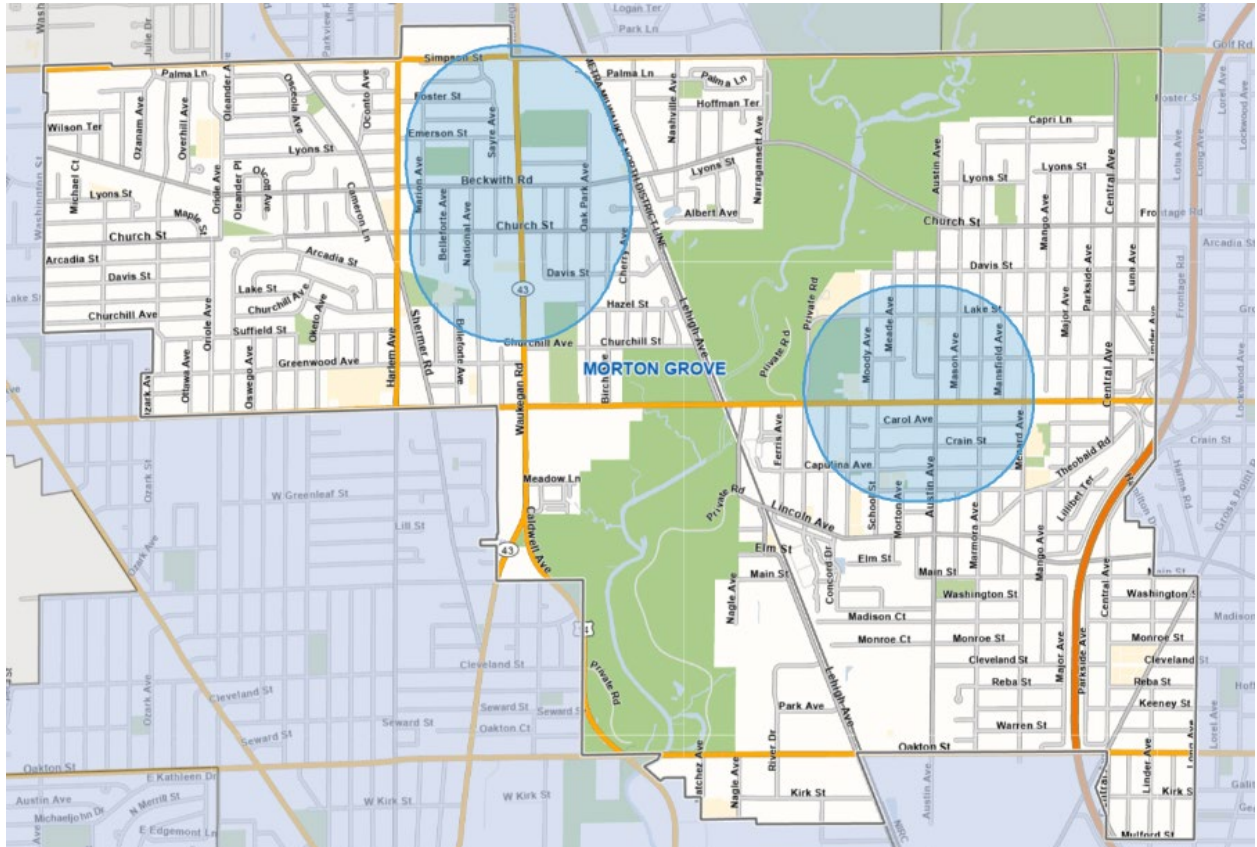
(P7/S) in the M-2 District, which provides the Village Administrator with the discretion to require a Special Use Permit. Considering the M-2 District abuts residential properties in select areas, the reclassification will provide additional protection and ensure land use compatibility.

- Staff recommends classifying “office – contractors, with on-site exterior material storage (excluding heavy construction businesses)” as a Permitted or Special Use (P7/S) in the M-1 and M-2 Districts, which provides the Village Administrator with the discretion to require a Special Use Permit if significant exterior impacts are expected. The land use is too broad to be allowed simply by-right.

Section 12-5-5: Use Standards

Staff recommends amending the Village use standards as follows:

- A 2023 text amendment application relating only to moving and storage facilities established certain restrictions on truck parking for that particular use. The Code is otherwise silent on truck parking regulation, meaning many Permitted Uses in the manufacturing districts could involve a heavy amount of truck parking. Truck parking that is not appropriately scaled to indoor operations is undesirable because it (a) occupies excessive land area that could otherwise be used for taxable building area or employee parking, (b) generates heavy truck traffic, (c) is unsightly, and (d) damages Village infrastructure. Staff proposes eliminating the truck-related use standards specific to moving and storage facilities and applying the same requirements Village-wide as an amendment to Section 12-7-3, “Off-Street Parking.”
- To avoid a proliferation of massage establishments in any one area along the Village’s commercial corridors, staff recommends adding a use standard for massage establishments (full-body and limited-service) that will prohibit any new massage establishment from locating within 1,500 feet of a preexisting massage establishment. Staff mapped 1,500-foot buffers around existing massage establishments (see map below) and found that the restriction would provide adequate spacing between establishments but still leave considerable available area for future establishments along Waukegan and Dempster.



Section 12-7-3: Truck Parking Requirements & Off-Street Parking Requirements

Staff recommends adopting Village-wide truck parking requirements as follows:

- Staff recommends clarifying that truck parking is permitted only as accessory parking to a principal use. This is an implicit restriction in the Code, but clarification would be helpful in enforcement by staff.
- Based on previous issues with the long-term parking and storage of trucks that are not actively under repair or being used for business activities, staff recommends establishing a time restriction on truck parking. When issues of long-term truck parking arise, indicating that the property is being used for illegal truck parking and not accessory truck parking associated with a permitted use, the time restriction gives staff an effective tool for enforcement.
- Recently adopted for moving and storage facilities only, staff recommends Village-wide regulation of the number of trucks that may be parked on a property and how the trucks are parked on-site. The restriction ensures that the volume of truck parking occurring at a property is appropriately scaled to the activities being conducted within the enclosed building. The ratios were taken from the Village of Franklin Park's zoning code, which has been tailored over the years to specifically control truck parking across a large and diverse industrial base.
- Staff recommends cleaning up the "Required Spaces by Use" table to eliminate freight terminals and "local trucking with or without storage," which is a vague and undefined land use.

Section 12-12-1: Exterior Color Changes for Buildings in Commercial Districts

Currently, the Village has no control over exterior modifications to commercial structures when a building permit is not required. This means that a building can be painted in a manner that is disturbing and inappropriate to surrounding properties and the district. The proposed amendment gives staff the authority to require Appearance Commission review if the proposed color change is found to be incompatible with the surrounding area. Staff plans to notify commercial property and business owners by mail if the amendment is adopted.

Section 12-17-1: Terms Defined

Staff is recommending revisions to or adoption of the following defined terms:

- **AUTOMOTIVE REPAIR:** This modified term will include only automobiles, vans, pick-ups, motorcycles, ATVs, and similar vehicles. Truck repair facilities are now defined as a separate term.
- **COMMUNITY RESIDENCE:** Currently three terms, this term will be simplified to one land use definition. Nuances in regulation will be located in the use matrices, limiting the need to cross-reference.
- **LIMITED-SERVICE MASSAGE:** This modified term addresses the activity rather than a facility, making it more broadly applicable.
- **MOTOR VEHICLE BODY SHOP:** This modified term specifically excludes truck body shops.
- **OFFICE-CONTRACTORS:** This new term complements the existing defined term, "office-contractors, with on-site exterior material storage." Contractor offices are listed as a Permitted Use in the commercial districts, but there is no defined term for office-contractors without on-site material storage. The Village has faced issues with contractor offices moving into commercial spaces by-right and parking large quantities of contractor vehicles on surrounding public rights of way. The new definition specifically prohibits off-site parking of contractor vehicles and on-site storage of equipment and materials, limiting the use to an office use only in the commercial districts.
- **OFFICE - CONTRACTORS, WITH ON-SITE EXTERIOR MATERIAL STORAGE:** This term is modified slightly for clarity and consistency.
- **SHORT-TERM DWELLING UNIT:** This new term specifically addresses short-term rental units, but does not discriminate against rental units (versus owned units), and serves to prohibit any stay in a residential unit less than 90 days. Hotels and motels will continue to be controlled as a separate land use.
- **TRUCK:** This new term defines a truck to include similarly sized vehicles to ensure consistency in the Code and allow simplification of other terms.
- **TRUCK PARKING AREA OR YARD:** This modified term expands the definition of truck parking areas to include cartage facilities and truck dispatch yards, which are similar in land use activity.
- **TRUCK BODY SHOP:** This new term specifically addresses body shops that service trucks and larger vehicles, which have different impacts and activities than a passenger vehicle body shop.
- **TRUCK REPAIR FACILITY:** This new term specifically addresses repair shops that service trucks and larger vehicles,

which have different impacts and activities than a passenger vehicle repair facility.

Recommendation

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

Motion to recommend the approval of Case PC 23-16, a request by the Village of Morton Grove for approval of a Text Amendment to Sections 12-2-5, 12-4-2, 12-4-3, 12-4-4, 12-5-5, 12-7-3, 12-12-1, and 12-17-1 to establish and modify regulations relating to accessory uses and structures, off-street parking, massage establishments, truck-related uses, truck parking requirements, automotive and truck repair uses, short term dwelling units, and design standards.

Attachment C

Staff Report to the Plan Commission for PC 23-16
Prepared by Zoe Heidorn, Community Development Administrator
Dated September 12, 2023 (revised October 10, 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: September 12, 2023, revised October 10, 2023 (additions in red text)

Re: Case PC 23-16: Request for approval of a Text Amendment to Sections 12-2-5, 12-4-2, 12-4-3, 12-4-4, 12-5-5, 12-7-3, 12-12-1, and 12-17-1 to establish and modify regulations relating to accessory uses and structures, off-street parking, massage establishments, truck-related uses, truck parking requirements, automotive and truck repair uses, short term dwelling units, and design standards. The applicant is the Village of Morton Grove.

STAFF REPORT

Public Notice

Case PC 23-16 was continued from the August 15, 2023, and September 19, 2023, Plan Commission meetings. No additional public notice was required.

Continuation of Application

At the August 15, 2023, Plan Commission meeting, the Commissioners voted to continue Case PC 23-16 to the next regularly scheduled meeting on September 19, 2023, to allow more time for staff to research short-term rental units and how they are regulated in other communities. A member of the public submitted a packet of information related to short-term rental units following the August hearing and requested distribution to the Plan Commissioners. The packet is included in the hearing packet for PC 23-16. Staff has included some information relating to short-term dwelling units in this report but is requesting another continuation of this portion of the amendment application to allow additional time for staff review **if the Plan Commission recommends legalizing short-term dwelling units and adopting use standards.**

At the September 19, 2023, meeting, the Plan Commission voted to continue the case again due to the lack of Commissioners in attendance at the meeting.

If the Plan Commission wishes to continue its consideration of the amendment relating to short-term rental units, staff recommends that the balance of the application relating to accessory uses and structures, off-street parking, massage establishments, truck-related uses, truck parking requirements, automotive and truck repair uses, and design standards is considered separately and hopes to move the amendment forward to the Village Board of Trustees with minor modifications recommended at the August meeting and additional revisions recommended by staff, which are discussed in further detail below. The proposed amendment with revisions is provided as **Attachment A**. Revisions made following the August Plan Commission meeting are highlighted in yellow. **Revisions made following the September Plan Commission meeting are highlighted in green.**

A request to modify "Office – Contractors" to "Contractors Office" was not incorporated into the current version of the proposed amendment after further review of how other office-related terms are structured. To modify this term would create inconsistency with other office-related terms and necessitate redundancy. Other office-related terms are included in Attachment A to provide reference.

Following the September Plan Commission meeting, new information has caused staff to recommend revision of the proposed amendment to Section 12-4-3:D relating to massage establishments in the commercial districts. Based on continuing issues with illegal activities associated with businesses authorized for massage uses, staff is recommending a Village-wide prohibition on both limited-service massage establishments and full body massage establishments. Staff recommends that limited-service massage is allowed as an accessory use to other principal Permitted or Special Uses,

including, but not limited to salons, medical clinics, and fitness facilities.

The proposed prohibition on massage establishments as a principal use would allow the continuation of three existing authorized full body massage businesses: Heavenly Massage (9330 Waukegan), Family Foot Smile Spa (9235 Waukegan), and Massage by Bogdan (9136 Waukegan, Unit B). The newly proposed prohibition means that staff is eliminating previously proposed amendments to Section 12-5-5:F to establish minimum separation between massage establishments.

Since 2022, two limited-service massage establishments in Morton Grove have been shut down by emergency order as the result of sting operations conducted by the Morton Grove Police Department in conjunction with outside agencies.

Short-Term Rental Units

The Plan Commission and Village Board may consider legalizing short-term rental units, which are already operated in the Village limits but are not permitted by the Unified Development Code. Short-term rental units, when regulated and taxed, can add to the local economy and Village revenues. Short-term rental units may also come with negative impacts, such as increased noise and parking demand, reduced availability of affordable housing units, conflicts with permanent residents, and safety and enforcement issues. However, the Village's current ordinances and additional regulations specific to short-term rental units can be used to address issues so that the use can be integrated into the Village's residential and mixed-use zoning districts in a manner that protects permanent residents and property values.

Staff looked to surrounding communities and reviewed a recent survey on short-term rental units conducted by the Northwest Municipal Conference (NWMC) to provide an overview of how the land use is being handled by other municipalities. The following table outlines the findings. Some communities' codes do not define the use, but their staff interprets the use to be prohibited as reported by the NWMC survey.

Community	Use	Allowed	Notable Regulations
Barrington	"SHORT-TERM RENTAL" means the accessory use and/or occupancy for a period of less than one (1) month of a dwelling unit or related accessory structure pursuant to a written or oral agreement which permits and/or provides for occupancy of all or part of such structure by any person other than the owner thereof, or an immediate family member of the owner thereof, and whether or not the permission of such occupancy is in exchange for consideration therefor.	No	Minimum 30-day rental period
Elk Grove Village	SHORT TERM RESIDENTIAL RENTALS: A Residential Structure, offered for rent for a period which does not exceed thirty (30) consecutive days. The term "Short-Term Residential Rental" shall not include hotels or motels.	No	
Evanston	"VACATION RENTAL UNIT" means a dwelling unit or a habitable unit that is offered for rent, lease or hire that is rented, leased or hired for which an owner or operator receives consideration from a person and that person has the right to use, occupy or possess the dwelling unit or habitable unit for said period.	Yes	Business license required, tax imposed, property maintenance inspections required
Glencoe		No	
Grayslake		Yes	
Hanover Park	SHORT-TERM RENTAL means the use and/or occupancy for a period of 30 or less days of a principal single-family residence, multiple family dwelling unit, single-family detached dwelling, townhome, cluster house, or a unit in a two-family dwelling together with any accessory or any portion of the foregoing, pursuant to a written or oral agreement which permits and/or provides for occupancy by any person other than the owner thereof, or an immediate family member of the owner thereof, and whether or not the permission of such occupancy is in exchange for consideration therefore or not. Except as otherwise provided herein, leasing, renting, offering or inviting the leasing or renting, or otherwise permitting the short-term rental as defined above located within the village for 30 days or less at a time shall be prohibited, with the exception of a hotel or similar establishment duly licensed by the village, and such conduct shall be prohibited, whether engaged in or participated in by the owner(s) of the property, one or more agent(s) of the property owner(s), and/or by any person(s) leasing, or seeking to lease as a lessor(s), or renting or seeking to rent as lessee(s) and/or otherwise occupy a premises as tenant(s) and/or temporary occupant(s) thereof.	No	
Lincolnshire	SHORT-TERM RENTAL: The accessory use of a residential dwelling under a written or oral agreement providing for occupancy of all or part of the dwelling by any person other than the owner thereof in exchange for consideration therefor.	Yes	
Lincolnwood	SHORT-TERM RENTAL PROPERTIES. No property may be used more than once per 365-day period as a short-term rental property.	No	
Niles	Bed and breakfasts and SHORT-TERM RESIDENTIAL RENTALS are considered a hotel/motel.	No	
Northbrook	SHORT-TERM RENTAL: Part or all of a dwelling or dwelling unit that is rented for transient occupancy by guests for a period shorter than 30 consecutive days. The term "short-term rental" does not include either (i) hotels or motels as defined in this Section or (ii) a dwelling or dwelling unit rented for a limited period of time prior to transfer of possession pursuant to the terms of a rental agreement executed in conjunction with a contract to sell the dwelling or dwelling unit.	Yes	No dwelling unit may be offered as a short-term rental as a principal use, owner or long-term tenant must reside on property, overnight parking must be

			provided on the same lot, written notice of abutting properties required
Northfield	SHORT TERM DWELLING RENTAL. A single room, dwelling, or portion of a dwelling offered or advertised for rent or other consideration for a period of less than sixty (60) consecutive days	No	
Palatine	SHORT-TERM RESIDENTIAL RENTALS PROHIBITED. It shall be unlawful for any person or entity to operate, use, offer for rent or use, or advertise for rent or use, any property within the Village of Palatine as a short-term residential rental. Notwithstanding the provisions set forth in above, it shall not be considered a short-term residential rental when the preceding owner of a property maintains possession of a residential structure after closing for the sale thereof, but leases the property back from the successor owner for a period of time pursuant to a written agreement.	No	Minimum 30-day rental period
Skokie	SHORT-TERM RENTAL UNIT: An owner-occupied dwelling unit or portion thereof offered for rent for a period of 1 night to 29 consecutive nights to any person other than a member of the owner's family that is being advertised to rent or is rented, through the exchange of money, goods, or services.	Yes	Annual license required, use of intermediary to collect fees required, written notice of properties within 250 feet required, inspection required, condo association approval required (no more than 25% of units)
Schaumburg		Yes	
Wheeling		No	
Wilmette		No	

Unless the Plan Commission determines that short-term rental units are not a desirable use, should continue to be prohibited, and that the Unified Development Code should be modified to clarify restrictions as proposed in the original amendment presented on August 15, 2023, staff requests a continuation of this portion of the application to the next regularly scheduled meeting of the Plan Commission to provide time to prepare draft regulations.

Recommendation

Should the Plan Commission recommend a continuation of the amendment proposed under Case PC 23-16 relating to short-term dwelling units, staff suggests the following motion:

Motion to continue Case PC 23-16, a request by the Village of Morton Grove for approval of a Text Amendment relating to, short-term dwelling units, to the next regularly scheduled meeting of the Plan Commission on October 17, 2023.

Should the Plan Commission recommend approval of the balance of the Text Amendment application, staff suggests the following motions:

*Motion to recommend the approval of Case PC 23-16, a request by the Village of Morton Grove for approval of a Text Amendment to Sections 12-2-5, 12-4-2, 12-4-3, 12-4-4, 12-5-5, 12-7-3, 12-12-1, and 12-17-1 to establish and modify regulations relating to accessory uses and structures, off-street parking, massage establishments, truck-related uses, truck parking requirements, automotive and truck repair uses, and design standards as presented in **Attachment A** [or as otherwise modified by the Plan Commission].*

Legislative Summary

Ordinance 23-24

APPROVING SPECIAL USE PERMITS WITH ASSOCIATED WAIVERS FOR A 36-UNIT MIXED-USE DEVELOPMENT AND A PRELIMINARY AND FINAL PLAT OF SUBDIVISION FOR PROPERTY COMMONLY KNOWN AS 8500-8550 LEHIGH AVENUE AND A 0.531-ACRE PORTION OF CHESTNUT STREET RIGHT OF WAY APPROVED FOR VACATION IN MORTON GROVE, ILLINOIS

Introduction:	November 14, 2023
Purpose:	To approve a Preliminary and Final Plat of Subdivision and Special Use Permits for the subdivision and consolidation of property at 8500-8550 Lehigh Avenue and a 0.531-acre portion of Chestnut Street public right of way and construction of a 36-unit mixed-use development thereon
Background:	<p>MHDC SLF LLC ("Applicant") submitted complete applications ("Application") requesting approval of a Preliminary and Final Plat of Subdivision and Special Use Permits for property at 8500-8550 Lehigh Avenue and a portion of Chestnut Street right of way located directly west of Lehigh Avenue right of way in Morton Grove, Illinois, and measuring approximately 0.531 acres approved for vacation under Ordinance 22-02 ("Subject Property"). A similar 24-unit mixed-use development previously proposed by the Applicant for the Subject Property was approved under Ordinance 22-03 on March 28, 2022. The Applicant is proposing modification to the project due to increased construction costs and a gap in financing.</p> <p>The Applicant proposes to acquire 2.049 acres of Village-owned property and Chestnut Street right of way for the construction of a four-story mixed-use development consisting of two structures with ground-floor commercial uses and 36 residential units located on the second, third, and fourth floors. Nine of the 36 units will be made affordable to households earning no more than 60% of area median income (AMI). Site improvements will include a pedestrian plaza, parking areas, carports, a shared access drive, and landscape areas. The developer is proposing 126 parking spaces to the rear of the principal structures, which exceeds the parking demand of 90 spaces established based on projections provided in the submitted traffic and parking impact study. Vehicular access to the development and the Moose Family Center at 6149 Chestnut Street will be provided by a two-lane shared access drive at the site's southern lot line. The developer is requesting waivers for number of detached accessory structures, rear yard impermeable coverage, open accessory parking space setback, location of outdoor seating areas, facade transparency, bedroom mix, building height, public parkway trees, and parking lot screening abutting private property.</p> <p>The Traffic Safety Commission Chairperson waived full review of the Application by the Commission because the addition of the fourth floor is expected to cause minimal traffic impact. The Appearance Commission Chairperson waived full review of the Application by the Commission because the addition of the fourth floor causes minimal aesthetic impact. On October 17, 2023, the Applicant appeared before the Plan Commission to present the Application made under Case PC 23-17. Based on the Application, staff report, and testimony presented at the public hearing, the Plan Commission voted (5-1) to recommend approval of the Preliminary and Final Plats of Subdivision and Special Use Permits, with conditions relating to site design and operation.</p>
Dept Affected	Department of Community and Economic Development
Fiscal Impact:	N/A
Source of Funds:	N/A
Workload Impact:	The Plat of Subdivision and Special Use Permits will be implemented and supervised by staff as part of their normal work activities.
Admin. Rec.:	Approval as presented
Second Reading	November 28, 2023
Special Requirements:	None

Submitted by - Ralph Czerwinski, Village Administrator

Reviewed by - Teresa Hoffman Liston, Corporation Counsel

Prepared by - Zoe Heidorn, Land Use Planner; Anne Ryder Kirchner, Interim Land Use Planner

ORDINANCE 23-24

APPROVING SPECIAL USE PERMITS WITH ASSOCIATED WAIVERS FOR A 36-UNIT MIXED-USE DEVELOPMENT AND A PRELIMINARY AND FINAL PLAT OF SUBDIVISION FOR PROPERTY COMMONLY KNOWN AS 8500-8550 LEHIGH AVENUE AND A 0.531-ACRE PORTION OF CHESTNUT STREET RIGHT OF WAY APPROVED FOR VACATION IN MORTON GROVE, ILLINOIS

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

WHEREAS, 8500-8550 Lehigh Avenue, legally described in “**Exhibit A**”, attached hereto and made a part of this Ordinance, is a 1.518-acre site located within a C/R Commercial/Residential District and comprises lots separated by a 0.531-acre portion of Chestnut Street public right of way located directly west of Lehigh Avenue that was approved for vacation under Ordinance 22-02, adopted March 28, 2022, in accordance with the Plat of Vacation and legal description prepared by Terra Technology Land Surveying, Inc., dated January 12, 2022, a copy of which is attached hereto and made a part hereof and marked as “**Exhibit B**”, and together comprise the subject property (“Subject Property”); and

WHEREAS, the Subject Property is partially unimproved (8500 Lehigh Avenue), partially improved with an asphalt roadway, pedestrian facilities, landscape areas, utilities, and signage (Chestnut Street right of way), and partially improved with a temporary commuter parking lot and stormwater management facilities (8550 Lehigh Avenue); and

WHEREAS, “Microbrewery/microdistillery, as accessory use to bar, tavern or cocktail lounge or sit-down restaurant,” “taverns, bars, and cocktail lounges,” and “mixed use development” with variations are listed as Special Uses in the C/R Commercial/Residential District pursuant to Section 12-4-3:D of the Unified Development Code; and

WHEREAS, MHDC SLF LLC (“Applicant”) filed complete applications to the Village’s Plan Commission under case PC 23-17 (“Application”) requesting approval of a Preliminary Plat of Subdivision, Final Plat of Subdivision, and Special Use Permits for a subdivision and consolidation of the Subject Property into two lots and the development of a mixed-use development comprising two structures, “Building A” and “Building B”, with ground-floor commercial uses and 36 (thirty-six) residential units on the second, third, and fourth floors, 126 accessory surface parking spaces, a pedestrian plaza, and a two-lane shared access drive; and

WHEREAS, the proposed Final Plat of Subdivision meets the definition of a minor subdivision established in Section 12-17-1 of the Unified Development Code, whereas such subdivision fronts on an existing street, does not involve any new street or road, and does not result in more than two (2) buildable lots, and as such, the Applicant is permitted to and has filed for approval of a final plat of subdivision without prior approval of a preliminary plat of subdivision; and

WHEREAS, in order to authorize the development as presented, the Application includes requests for variation to Section 12-2-2 for number of detached accessory structures on a zoning lot, Section 12-3-5 for rear yard impermeable coverage, Section 12-2-6 for setback of open accessory parking spaces, Section 12-5-5 for location of outdoor seating areas in a public right of way, Section 12-5-7 for facade transparency, Section 12-5-7 for bedroom mix, Section 12-5-7 for building height, Section 12-11-1 for public parkway trees, and Section 12-11-3 for parking lot screening abutting private property; and

WHEREAS, a Special Use Permit for a similar project was approved for the Applicant under Ordinance 22-03, adopted March 28, 2022, authorizing the construction of a mixed-use development comprising two structures with ground-floor commercial uses and 24 (twenty-four) residential units on the second and third floors, but a building permit was not issued and construction did not begin within the one-year time limit from date of approval for special use permits, and therefore the Special Use Permit automatically expired pursuant to Section 12-16-4:C.6.c; and

WHEREAS, pursuant to the applicable provisions of the Municipal Code, public notice for a public hearing on the Application to be held on October 17, 2023, was published in the Morton Grove Champion, a newspaper of general circulation in the Village of Morton Grove, on September 28, 2023, written notification was sent to property owners within 250 feet of the subject property on September 27, 2023, and a sign was posted on the Subject Property on September 27, 2023, as required by ordinance; and

WHEREAS, On September 19, 2023, the Traffic Safety Commission Chairperson waived full review of the Application by the Traffic Safety Commission because the addition of the fourth floor is expected to cause minimal traffic impact; and

WHEREAS, on September 19, 2023, the Appearance Commission Chairperson waived full review of the Application by the Appearance Commission because the addition of the fourth floor causes minimal aesthetic impact; and

WHEREAS, at the October 17, 2023, public hearing, the Village's Plan Commission heard the Applicant's presentation and reviewed the Application, at which time all concerned parties were

given the opportunity to be present and express their views for the consideration by the Plan Commission; and

WHEREAS, the Village's Plan Commission considered all the evidence and testimony presented to it, discussed the merits of the Application in light of applicable law, including the Standards for Subdivision established in Section 12-16-4:D.3 and the Standards for Special Use established in Section 12-16-4:C.5 of the Unified Development Code, and voted to recommend approval of the Preliminary Plat of Subdivision and Consolidation and Special Use Permits, subject to conditions, restrictions, and requirements contained in the report of the Plan Commission, dated November 7, 2023, which was presented to the Village Board on November 14, 2023, and a copy of that report is contained in "**Exhibit C**", attached to and made a part of this Ordinance; and

WHEREAS, pursuant to the provisions of the Village's Unified Development Code, the Corporate Authorities have determined that the proposed Preliminary Plat of Subdivision and Consolidation and Special Use Permits should be approved, subject to the provisions, conditions, and restrictions contained in this Ordinance.

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. Incorporation by Reference. The Corporate Authorities do hereby incorporate the foregoing WHEREAS clauses into this Ordinance by this reference, as though fully set forth herein, thereby making the findings as hereinabove set forth.

SECTION 2. Approval of Preliminary and Final Plats of Subdivision and Special Use Permits. The Corporate Authorities hereby approve Preliminary and Final Plats of Subdivision and grant Special Use Permits to allow the construction of a 36-unit mixed-use development and authorize select variations to requirements of the Unified Development Code, with the following conditions and restrictions, which shall be binding on the owners/lessees, occupants and users of this property, their successors and assigns. The Special Use Permit approval shall include the following waivers:

- A. Waiver to Section 12-2-2 for number of detached accessory structures on a zoning lot;
- B. Waiver to Section 12-2-5 for maximum impermeable rear yard coverage;
- C. Waiver to Section 12-2-6 for setback for open accessory parking spaces;
- D. Waiver to Section 12-5-5 for location of outdoor seating areas in a public right of way;
- E. Waiver to Section 12-5-7 for bedroom mix;
- F. Waiver to Section 12-5-7 for facade transparency;
- G. Waiver to Section 12-5-7 for building height up to a maximum of sixty (60) feet;

- H. Waiver to Section 12-11-1 for public parkway trees;
- I. Waiver to Section 12-11-3 for parking lot screening abutting private property; and
- J. Waivers to select signage requirements of Chapter 10-10, as approved by the Appearance Commission.

SECTION 3. Conditions. The Plat of Subdivision and Special Use Permits shall be subject to the following conditions:

- A. The site, improvements, and buildings, including building footprints, shall be improved and operated consistent with the plans and supporting documents and modifications as finalized and specifically approved in writing by the Village Administrator or his/her designee, including:
 - 1. Preliminary Plat of Subdivision & Consolidation, 8500-8550 Lehigh Subdivision, dated December 28, 2021 (2 sheets);
 - 2. Plat of Vacation of Road Right of Way within the Village of Morton Grove, Illinois, prepared by Terra Technology Land Surveying, Inc., dated January 12, 2022;
 - 3. Site Geometric and Paving Plan, prepared by RWG Engineering, LLC, dated January 11, 2022;
 - 4. Concept 1st Floor Plan – Building A, prepared by Gleason Architects, P.C., dated December 13, 2021;
 - 5. Concept 2nd and 3rd Floor Plan – Building A, prepared by Gleason Architects, P.C., dated December 13, 2021;
 - 6. Concept 1st Floor Plan – Building B, prepared by Gleason Architects, P.C., dated December 13, 2021;
 - 7. Concept 2nd and 3rd Floor Plan – Building B, prepared by Gleason Architects, P.C., dated December 13, 2021;
 - 8. Sheet L1.0 – Overall Landscape Plan, prepared by Heller & Associates, LLC, dated December 12, 2021;
 - 9. Sheet L1.1 – Foundation Landscape Plan: Building B, prepared by Heller & Associates, LLC, dated December 12, 2021;
 - 10. Sheet L1.2 – Foundation Landscape Plan: Building A, prepared by Heller & Associates, LLC, dated December 12, 2021;
 - 11. Sheet L1.3 – Landscape Details, Notes & Schedules, prepared by Heller & Associates, LLC, dated December 12, 2021;

12. Morton Grove Mixed Use, Concept – East Elevation, Facing Lehigh Ave., Concept – Courtyard Elevations, prepared by Gleason Architects, P.C., dated August 23, 2023;
13. Morton Grove Mixed Use, Concept – West Elevation, Facing Moose Lodge, Concept – North Elevation, Bldg. B, Concept – South Elevation, Bldg. A, prepared by Gleason Architects, P.C., dated August 23, 2023;
14. Morton Grove Mixed Use, prepared by Gleason Architects, P.C., dated August 22, 2023, including:
 - a. Courtyard, Lehigh Ave.;
 - b. East Elevation, Facing Lehigh Ave.;
 - c. Northeast Elevation, Facing Lehigh Ave.;
 - d. Southeast Elevation, Facing Lehigh Ave.; and
15. Morton Grove Residential – The Moose – 40’ Box Truck Maneuvering Plan, prepared by RWG Engineering, LLC, dated February 11, 2022;
16. Morton Grove Residential – The Moose – WB-40 Truck Maneuvering Plan, prepared by RWG Engineering, LLC, dated February 11, 2022;
17. Morton Grove Residential – Residential – 40’ Box Truck Maneuvering Plan, prepared by RWG Engineering, LLC, dated February 11, 2022;
18. Morton Grove Residential – The Moose – Fire Truck Maneuvering Plan, prepared by RWG Engineering, LLC, dated February 11, 2022;
19. Morton Grove Residential – Fire Truck Maneuvering Plan, prepared by RWG Engineering, LLC, dated February 11, 2022;
20. Morton Grove Residential – The Moose – Garbage Truck Maneuvering Plan, prepared by RWG Engineering, LLC, dated February 11, 2022;
21. Morton Grove Residential – Garbage Truck Maneuvering Plan, prepared by RWG Engineering, LLC, dated February 11, 2022;
22. Morton Grove Mixed Use Parking Lot (Photometric Plan), prepared by KSA Lighting & Controls, dated December 20, 2021 (3 sheets); and
23. Morton Grove – 8500 & 8550 Lehigh Avenue – Mixed Use Preliminary Engineering and Stormwater Summary, prepared by RWG Engineering, LLC, dated August 30, 2023.

Any change to the site or building may subject the Applicant or subsequent owners, lessees, occupants, and users of the Subject Property to additional conditions and may serve as the basis for amendment to the Special Use Permits.

- B. The Subject Property shall be developed and operated consistent with all representations, assertions, and testimony provided by the Applicant and their representatives at the public hearings before the Plan Commission. Any inconsistencies in development or operation, as determined by the Village Administrator or his/her designee, may serve as the basis for amendment to or revocation of the Special Use Permits.
- C. All final site development plans must be approved in writing by the Village Administrator or his/her designee and shall be consistent with the site layout and building setbacks shown in the Site Geometric and Paving Plan, prepared by RWG Engineering, LLC, dated January 11, 2022, and final recommendations from staff, the Appearance Commission, Traffic Safety Commission, Plan Commission, and Village Board of Trustees.
- D. Prior to the issuance of a building permit, the Applicant shall submit all turning path diagrams requested by the Fire Prevention Bureau Coordinator, Community Development Administrator, and Village Engineer, subject to the review and approval of the Village Administrator or his/her designee.
- E. Prior to the issuance of a building permit, the Applicant shall submit final site and engineering plans for review and approval by the Community Development Administrator, Village Engineer, and Village Administrator or his/her designee, and shall comply with the following, whether by strict or alternative compliance, subject to the Village Engineer's final approval:
 - 1. All comments and recommendations provided by the Village Engineer in the staff report to the Traffic Safety Commission dated January 27, 2022;
 - 2. All comments and recommendations provided by the Village Engineer in the departmental comment form dated February 13, 2022;
 - 3. All recommendations provided in "Mixed-Use Development Traffic Planning Study, Morton Grove," prepared by Kimley-Horn, dated January 2022; and
 - 4. All recommendations provided in "Memorandum Re: Trip Generation Comparison – Mixed-Use Transit Oriented Development (TOD)," 8500-8550 Lehigh Avenue, Morton Grove, prepared by Kimley-Horn, dated August 28, 2023.
- F. Prior to the issuance of a building permit, the Applicant shall submit a final landscape plan for review and approval by the Village Administrator or his/her designee. Such approval may include modifications to and/or elimination of landscape islands and proposed trees as needed to facilitate required access for delivery trucks and emergency vehicles and/or construct additional parking spaces for use by the Moose Family Center. The Applicant

shall make every effort to install additional landscape areas and trees on the site to offset any reduced landscaping areas and trees.

- G. The Applicant shall explore opportunities for additional parking within the Chestnut Street public right of way to be vested to the Loyal Order of Moose No. 376, including, but not limited to, parallel parking or an additional row of perpendicular parking. The final plan's parking and circulation layout shall not diverge significantly from the approved site plan and shall be subject to review and approval by the Village Administrator or his/her designee.
- H. Conspicuous design elements shall be included in the final site design to provide awareness of the need to maintain the 24-foot-wide fire lane within the plaza clear of temporary or permanent fixtures that could interfere with emergency access, subject to review and approval by the Village Administrator or his/her designee.
- I. The Applicant shall install screening along the east lot line of the property at 6149 Chestnut Street to mitigate vehicle headlight trespass, subject to review and approval by the Village Administrator or his/her designee.
- J. The Applicant shall install signage indicating that parking, stopping, and standing are prohibited at any time along both north and south sides of the shared access drive. Additional measures shall be required if the Village observes an issue of vehicles parking, stopping, or standing within the shared access drive, subject to review and approval by the Village Administrator or his/her designee. The Applicant shall be responsible for controlling the behavior of vehicles along this accessway.
- K. Prior to the issuance of a certificate of occupancy, the Applicant shall submit a signage plan that includes designated parking lot signage and shared access drive signage for review and approval by the Village Administrator or his/her designee and shall install and maintain signage in accordance with the approved signage plan. Any modification to the signage plan shall be approved in writing by the Village Administrator or his/her designee prior to installation.
- L. The Applicant shall design and construct the Moose Family Center trash enclosure at the Applicant's expense in a location desirable to the Loyal Order of Moose No. 376, subject to review and approval by the Village Administrator or his/her designee.
- M. The Applicant shall design and construct the stormwater detention facilities to accommodate the future redevelopment of the property at 6149 Chestnut Street and portion of Chestnut Street to be vested to the owner of said property.

- N. The Applicant shall bury existing aboveground utilities located within the development site or public right of way as required by the Village, subject to review and approval by the Village Administrator or his/her designee.
- O. Carports on the Subject Property shall be designed and maintained in a manner that does not interfere with circulating parking lot traffic.
- P. Prior to the recordation of the Vacation Plat approved under Ordinance 22-02, an access agreement for the shared access drive and accessory parking areas shall be submitted to the Village Administrator or his/her designee for review and approval and shall be recorded with the Cook County Clerk.
- Q. Outdoor seating shall not be permitted on private or public property between 12:00 a.m. and 7:00 a.m. for the microbrewery and any bar use. Noise shall be contained within the premises so as not to be a nuisance to nearby residents or neighbors.
- R. All exterior garbage and recycling receptacles shall be lidded or shall be emptied or moved indoors overnight to prevent any environmental nuisance, including, but not limited to, overflowing and animal feeding.
- S. All commercial and residential uses on the site shall have access to recycling service, or as otherwise authorized by the Village Administrator or his/her designee.
- T. All deliveries to the site shall occur no earlier than 7:00 a.m. and no later than 7:00 p.m. No delivery vehicle shall park, stop, or stall on Lehigh Avenue or within the shared access drive for any period of time. All deliveries to the site shall occur in the designated loading zones or at alternative locations within the internal parking area, subject to delivery plan approval by the Village Administrator or his designee.
- U. The Applicant shall comply with the following conditions of approval issued under Case AC 22-01:
 - 1. Prior to filing any Building Permit Application, the Applicant shall provide the Village with a final landscape plan for review and approval by the Forest Preserve District of Cook County (FPDCC), Community Development Administrator, and Appearance Commission Chairperson. If the landscape plan is deemed to be inconsistent with the approved plan or has not been modified to remove any species deemed by the FPDCC to be invasive or undesirable, the Applicant will be required to file an application for an amendment to the Appearance Certificate.
 - 2. Prior to filing any Building Permit Application, the Applicant shall provide the Village with final elevations and material specifications for review and approval.

Final elevations and materials must be deemed consistent with the approved elevations and materials, as determined by the Community Development Administrator and Appearance Commission Chairperson. If such designs are deemed to be inconsistent with the approved plans or if materials are deemed to be of a lower quality than the approved materials, then the Applicant will be required to file an application for an amendment to the Appearance Certificate.

3. Prior to filing any Building Permit Application, the Applicant shall provide the Village with final outdoor seating area plans for review and approval. Final seating arrangements, screening, and furniture specifications must be deemed consistent with the overall development, as determined by the Community Development Administrator and Appearance Commission Chairperson. If such designs are deemed to be inconsistent with the approved plans or if materials are deemed to be of a lower quality than the approved materials, then the Applicant will be required to file an application for an amendment to the Appearance Certificate.
 4. If planter boxes or containers are provided, they must be fully planted with live vegetation when the outdoor seating area is in active use. When the outdoor seating area is not in active use, the planter boxes or containers must be (1) planted with an alternative seasonal decoration, (2) covered, or (3) removed.
 5. Only frosted glass or a similar type treatment shall be used for window areas permitted to be obscured, such as fitness and service areas. The glass should not be obscured with any mirrored coating, vinyl applique, artwork, or signage.
 6. Sign colors shall blend with the building and storefront colors through use of complementary color ranges as approved by the Village Administrator or his/her designee.
 7. Any portable signage shall be permitted pursuant to Section 10-10-8:E, except that the signage frame and base shall be constructed primarily of metal or wood, or as otherwise authorized by the Appearance Commission Chairperson.
 8. Box signs shall only be permitted with metal or completely opaque material backgrounds. Interior illuminated panel signs or box signs with translucent acrylic faces shall not be permitted.
- V. The final landscape and improvement plan for the Lehigh Avenue right-of-way shall be modified as necessary to meet the needs and requirements of the Village, subject to review and approval by the Village Administrator or his/her designee.

- W. Prior to the issuance of a building permit, the Applicant shall obtain all necessary signatures and file, at the Applicant's expense, the Final Plat of Subdivision and Plat of Vacation approved under Ordinance 22-02 and all required easements with the Cook County Clerk and shall file one (1) paper copy and one electronic copy of the recorded plat and easements with the Building Commissioner for the Village of Morton Grove within ninety (90) days of such recording.
- X. The Applicant and Owner shall advise the Department of Community and Economic Development of any proposed change in ownership or operation of the Subject Property. Such changes may subject the Owner, lessees, occupants, and users to additional conditions and may serve as the basis for amendment to the Special Use Permit. The Special Use Permit is granted so long as the Applicant, Owner, occupants, and users of the Subject Property utilize the area for the purposes as herein designated.
- Y. The Owner, Applicant, and any lessees, occupants, and users of the Subject Property, their successors and assigns, shall allow employees and authorized agents of the Village access to the Subject Property at all reasonable times for the purpose of inspecting the Subject Property to verify all terms and conditions of this Ordinance have been met.

SECTION 4. ~~§§~~Village Records. The Village Clerk is hereby authorized and directed to amend all pertinent records of the Village of Morton Grove to show and designate the Final Plat of Subdivision and Special Use Permits as granted hereunder.

SECTION 5. ~~§§~~Failure to Comply with Conditions. Upon failure or refusal of the Applicant to comply with any or all of the conditions, restrictions or provisions of this Ordinance, the Corporate Authorities may initiate the revocation of the Final Plat of Subdivision and Special Use Permits granted in this Ordinance, in accordance with process and procedures established in the Unified Development Code.

SECTION 6. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form according to law.

Passed this 28th day of November 2023.

Trustee Khan _____

Trustee Minx _____

Trustee Shiba _____

Trustee Travis _____

Trustee Thill _____

Trustee Witko _____

Approved by me this 28th day of November 2023.

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

Attested and Filed in my office this 29th day of November 2023.

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

LIST OF EXHIBITS

EXHIBIT A	Legal Description, 8500-8550 Lehigh Avenue
EXHIBIT B	Plat of Vacation and Legal Description, dated January 12, 2022
EXHIBIT C	Plan Commission Report for PC 23-17, dated November 7, 2023

EXHIBIT A

8500-8550 LEHIGH AVENUE, MORTON GROVE, ILLINOIS 60053 LEGAL DESCRIPTION:

THE SOUTH 120 FEET OF LOTS 6, 7, 8, 9, 10, AND 11 IN BLOCK 1 IN MORTON GROVE, BEING A SUBDIVISION OF THE EAST 4.53 CHAINS OF THAT PART OF THE NORTHEAST QUARTER LYING SOUTH OF GROSS POINT ROAD AND THE NORTH 3 ACRES OF THE EAST 10 ACRES OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 19, AND THAT PART OF THE NORTHWEST QUARTER OF SECTION 20 LYING SOUTH OF GROSS POINT ROAD AND WEST OF CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD, IN TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LOTS 12 IN BLOCK 1 IN MORTON GROVE, BEING A SUBDIVISION OF THE EAST 4.53 CHAINS OF THAT PART OF THE NORTHEAST QUARTER LYING SOUTH OF GROSS POINT ROAD AND THE NORTH 3 ACRES OF THE EAST 10 ACRES OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 19, AND THAT PART OF THE NORTHWEST QUARTER OF SECTION 20 LYING SOUTH OF GROSS POINT ROAD AND WEST OF CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD, IN TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LOTS 3, 4, AND 5 IN BLOCK 2 IN MORTON GROVE, BEING A SUBDIVISION OF THE EAST 4.53 CHAINS OF THAT PART OF THE NORTHEAST QUARTER LYING SOUTH OF GROSS POINT ROAD AND THE NORTH 3 ACRES OF THE EAST 10 ACRES OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 19, AND THAT PART OF THE NORTHWEST QUARTER OF SECTION 20 LYING SOUTH OF GROSS POINT ROAD AND WEST OF CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD, IN TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY INDEX NUMBERS:

10-19-204-020-0000
10-19-203-021-0000
10-19-203-022-0000
10-19-203-023-0000
10-19-203-025-0000
10-19-203-013-0000

EXHIBIT B

PLAT OF VACATION AND LEGAL DESCRIPTION

Dated January 12, 2022

EXHIBIT C

PLAN COMMISSION REPORT FOR PC 23-17

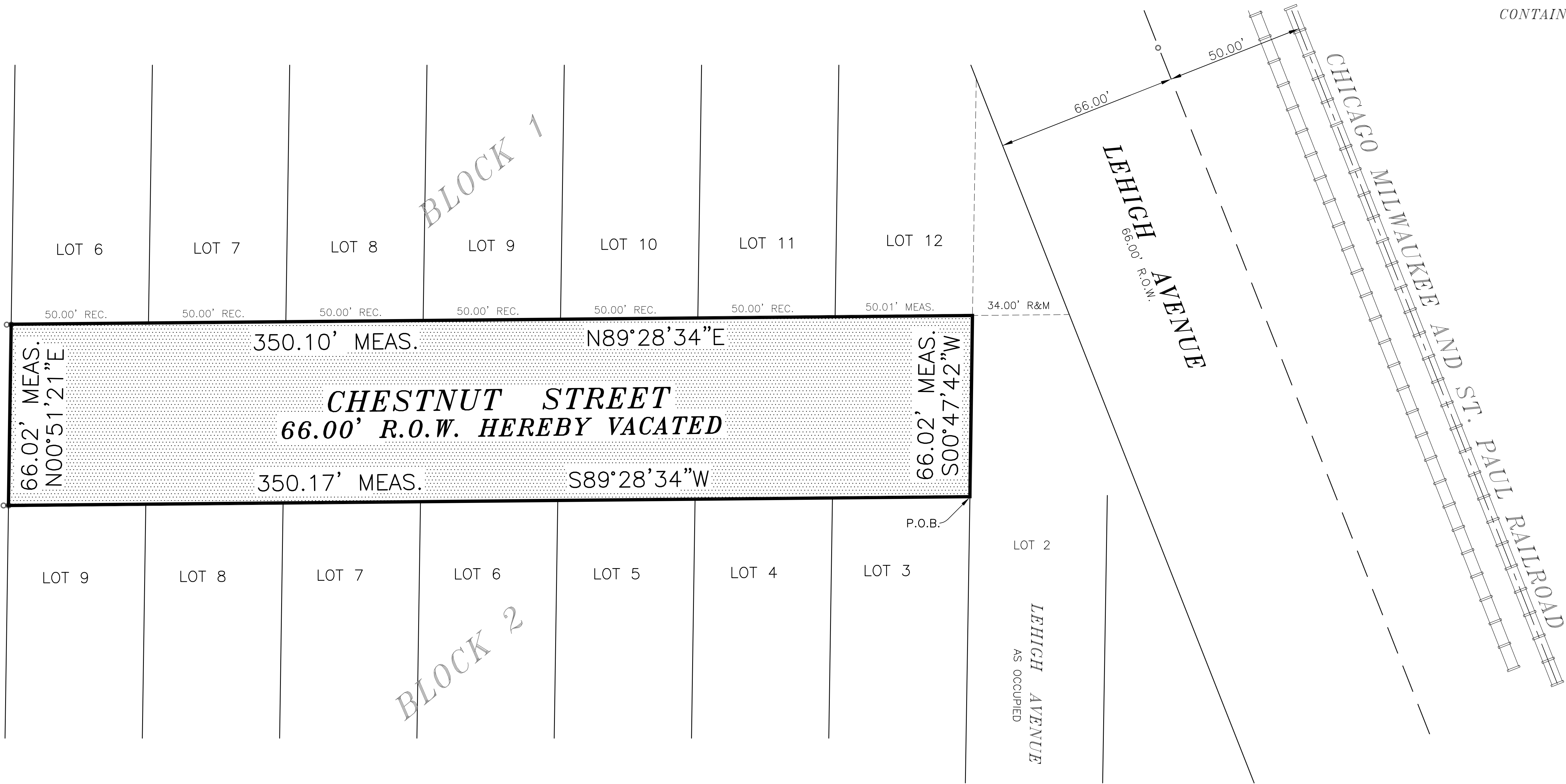
Dated November 7, 2023

PLAT OF VACATION
OF ROAD RIGHT OF WAY
WITHIN THE
VILLAGE of MORTON GROVE, ILLINOIS

CHESTNUT STREET VACATION:

THAT PART OF CHESTNUT STREET IN MORTON GROVE, BEING A SUBDIVISION OF THE EAST 4.63 CHAINS OF THAT PART OF THE NORTHEAST QUARTER LYING SOUTH OF GROSS POINT ROAD AND THE NORTH 3 ACRES OF THE EAST 10 ACRES OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 19, AND THAT PART OF THE NORTHWEST QUARTER OF SECTION 20 LYING SOUTH OF GROSS POINT ROAD AND WEST OF CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD, IN TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 3 IN BLOCK 2 IN SAID MORTON GROVE; THENCE SOUTH 89 DEGREES 28 MINUTES 34 SECONDS WEST ALONG THE SOUTH LINE OF SAID CHESTNUT STREET, 350.17 FEET TO THE NORTHWEST CORNER OF LOT 9 IN BLOCK 2 IN SAID MORTON GROVE; THENCE NORTH 00 DEGREES 51 MINUTES 21 SECONDS EAST, 66.02 FEET TO THE SOUTHWEST CORNER OF LOT 6 IN BLOCK 1 IN SAID MORTON GROVE; THENCE NORTH 89 DEGREES 28 MINUTES 34 SECONDS EAST ALONG THE NORTH LINE OF SAID CHESTNUT STREET, 350.10 FEET TO A POINT 34.00 FEET WEST OF THE SOUTHEAST CORNER OF LOT 12 IN BLOCK 1 IN SAID MORTON GROVE; THENCE SOUTH 00 DEGREES 47 MINUTES 42 SECONDS WEST, 66.02 FEET TO THE PLACE OF BEGINNING, CONTAINING 0.531 ACRES MORE OR LESS, ALL IN COOK COUNTY, ILLINOIS.

CONTAINING 0.531 ACRES+/-



STATE OF ILLINOIS
COUNTY OF LAKE SS.

I, Vydas Z. Rekasius, an Illinois Professional Land Surveyor, do hereby certify that I have surveyed the property described above and that the plat shown hereon is a correct representation of said survey.

DATED THIS 12th DAY OF JANUARY, A.D. 2022.

BY: _____

Illinois Professional Land Surveyor No. 3210
License Renewal Date : 11/30/2022
DESIGN FIRM NO. 184-004538 RENEWAL DATE: 4/30/2023

CERTIFICATE OF MUNICIPALITY

STATE OF ILLINOIS)
COUNTY OF COOK) SS.

Approved and accepted by the President and Board of Trustees of the Village of Morton Grove, Cook County, Illinois, this ____ day of _____, 2022.

Dated this ____ day of _____, A.D. 2022.

Signed: _____

Village President

Attest: _____

Village Clerk

COUNTY RECORDER

STATE OF ILLINOIS)
COUNTY OF COOK) S.S.

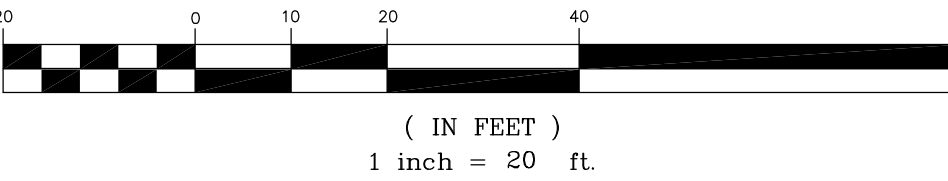
THIS INSTRUMENT NO. _____, WAS FILED FOR RECORD IN THE RECORDER OF DEEDS OFFICE OF COOK

COUNTY, ILLINOIS, AFORESAID, ON THE _____ DAY OF

_____, A.D. 2022 AT _____ O'CLOCK ____ .M.

COOK COUNTY RECORDER

GRAPHIC SCALE



TERRA TECHNOLOGY
LAND SURVEYING, INC.

24198 ROSE AVE. LAKE ZURICH, ILLINOIS 60047
PHONE: (847) 540-8606 E-MAIL: TTL5.1@SBCGLOBAL.NET

JOB NO. : 21-0080 SURVEY DATE : 12/28/2021
DRAWING FILE : DATA/21/0080/SITE-VACATION.DWG

To: Village President and Board of Trustees

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

Date: November 7, 2023

Re: Case PC 23-17: Request for approval of Special Use Permits for a 36-unit mixed-use development with a bar and microbrewery (accessory use to a bar or restaurant) in a C/R Commercial/Residential District (12-4-3) with variations for number of detached accessory structures on a zoning lot (12-2-2), rear yard impermeable coverage (12-2-5), setback for open accessory parking spaces (12-2-6), location of outdoor seating areas in a public right of way (12-5-5), facade transparency (12-5-7), bedroom mix (12-5-7), building height (12-5-7), public parkway trees (12-11-1), and parking lot screening abutting private property (12-11-3) and approval of preliminary and final plats of subdivision, in accordance with Chapter 12-8 of the Morton Grove Municipal Code, for the property commonly known as 8500-8550 Lehigh Avenue (PIN 10-19-204-020-0000, 10-19-203-021-0000, 10-19-203-022-0000, 10-19-203-023-0000, 10-19-203-025-0000, 10-19-203-013-0000) and a portion of Chestnut Street right of way located directly west of Lehigh Avenue right of way measuring 0.531 acres in Morton Grove, Illinois. The applicant is MHDC SLF LLC.

Executive Summary

MHDC SLF LLC submitted complete Special Use and Subdivision Applications to the Department of Community and Economic Development requesting approval of preliminary and final plat of subdivision to allow a consolidation of Village-owned property at 8500-8550 Lehigh Avenue, and a portion of Chestnut Street right of way previously approved for vacation under Ordinance 22-02, and Special Use Permits to allow the construction of a 36-unit mixed-use development with a bar and microbrewery (accessory use to a bar or restaurant) in a C/R Commercial/Residential District with associated variations to dimensional and use standards. The property at 6419 Chestnut Street will continue to be owned by the Loyal Order of Moose (No. 376) and operated as the Morton Grove Moose Family Center.

The proposed Plat of Subdivision and Special Use Permits were considered by the Plan Commission at the regularly scheduled meeting on October 17, 2023. For the reasons set forth in this report, on October 17, 2023, the Plan Commission recommended by a vote of 5-1 (Commissioner Mohr voting nay and Commissioner Gabriel absent) that the Village Board of Trustees should approve the applications with certain conditions outlined in this report.

Application

The applicant is requesting (1) special use permits for variations to the general and C/R District standards for mixed-use development and for proposed cafe/bar and microbrewery uses and (2) the approval of preliminary and final plats of subdivision, pursuant to Chapter 12-8. For minor subdivisions, which may not result in the creation of more than two buildable lots, approval of a preliminary plat prior to a final plat is not required. This provision was not reflected in the original subdivision and special use permit ordinance, which only approved a preliminary plat of subdivision. The vacation of Chestnut Street, which was approved under Ordinance 22-02, only needs to be recorded with Cook County to be formalized.

The applicant's proposed project was originally approved by the Village Board as a three-story, 24-unit mixed-use development in 2022 under Case PC 22-02 and Ordinance 22-03. Due to a considerable gap in financing caused by increased site improvement costs identified after entitlement, the project was put on hold by the applicant. After seeking additional sources of financing and reevaluating the project's design, the applicant was able to fill the gap through partnership with the Illinois Housing Development Authority (IHDA) and an increase in the number of apartment units from 24 to 36 units. Nine of the 36 units, or 25 percent, are proposed to be attainable to households making no more than 60% of the area median income (AMI). The 12 additional residential dwelling units will increase the buildings' height from three stories to four stories, requiring a waiver to the maximum building height of 50 feet established by Section 12-5-7. The ground floors will be occupied by the same mix of commercial uses as originally proposed.

The revised project also impacts the original requested waiver for bedroom mix. Per Section 12-5-7:D.2, mixed-use developments in the C/R District are required to provide a minimum of one bedroom per unit. With an increase of one story per building, six studio units are now proposed, an increase of two units. All requested waivers aside from building height and unit mix are listed below and are consistent with the waivers originally requested and approved under Case PC 22-02.

- **12-2-2:B** – Waiver of one structure to allow three detached accessory structures (carports).
- **12-2-5:B.3** – Waiver of 22% to allow rear yard impermeable coverage of 72% (the impermeable coverage calculation does not account for permeable pavers or stormwater detention to be provided).
- **12-2-6:G** – Waiver of 1.25 feet to allow a setback of 1.75 feet for open accessory parking spaces in select locations.
- **12-5-5:C.1** – Waiver to allow outdoor seating in a public right of way.
- **12-5-7:A.3.k** – Waivers of 10% to 28% to allow proposed facade transparencies.
- **12-5-7:A.3.k.1** – Waiver to allow obscured glass for service spaces only in select locations.

The submitted site plan includes 126 off-street parking spaces, including six accessible spaces. Based on the original submitted traffic and parking impact study, which calculates parking demand using ITE Parking Generation Manual rates, increasing the unit count to 36 results generates a residential parking demand of 47 spaces. With the commercial requirement staying consistent at 43 spaces, the total parking requirement based on ITE standards for the 36-unit project is 90 spaces. The advisory parking requirement set forth in Section 12-7-3 is 120 spaces. With 126 off-street parking spaces, the development has a surplus of six spaces.

Commission Review

- **Traffic Safety Commission:** On September 19, 2023, the Traffic Safety Commission Chairperson waived full review of the application by the Commission because the addition of the fourth floor is expected to cause minimal traffic impact. The Commission originally reviewed the 24-unit mixed-use development on February 3, 2022, and unanimously recommended approval of the application and forwarded comments issued by the Village Engineer in the staff report dated January 27, 2022, attached hereto as “**Attachment A**”. A recommended condition of Special Use Permit approval is compliance with all comments and recommendations provided by the Village Engineer, whether by strict compliance or alternative compliance, subject to the Village Engineer’s final approval.
- **Appearance Commission:** On September 19, 2023, the Appearance Commission Chairperson waived full review of the application by the Commission because the addition of the fourth floor causes minimal aesthetic impact. He commented to staff that the addition of the fourth floor improves the overall appearance of the development. The original conditions of approval by the Appearance Commission based on the staff report dated January 31, 2022 (revised February 7, 2022), attached hereto as “**Attachment B**”, have been incorporated into the Plan Commissions recommended conditions of approval.

Departmental Review

- **Building Department:** No issues identified at this time.
- **Fire Department (originally issued under Case PC 22-02):** While the turning path diagrams illustrate that Morton Grove’s fire apparatus can theoretically maneuver through the site, the access will need to be verified in the field. Additional turning path diagrams may also be required, which has been made a recommended condition of approval.
- **Public Works Department/Engineering (originally issued under Case PC 22-02):** In review of the proposed project, the Village Engineer issued comments dated February 13, 2022, attached hereto as “**Attachment C**”. A recommended condition of Special Use Permit approval is compliance with all comments and recommendations provided by the Village Engineer, whether by strict compliance or alternative compliance, subject to the Village Engineer’s final approval.

Plan Commission Public Hearing

The Village of Morton Grove provided public notice for the October 17, 2023, Plan Commission public hearing for Case PC 23-17 in accordance with the Unified Development Code. The Morton Grove Champion published a public notice on September

28, 2023. The Village mailed letters on September 27, 2023, notifying surrounding property owners within 250 feet of the subject property, and placed a public notice sign on the subject property on September 27, 2023.

Plan Commission – October 17, 2023, Proceedings: Six members of the Plan Commission were in attendance at the public hearing for Case PC 23-17 held on October 17, 2023. Commissioner Gabriel was absent with notice.

Zoe Heidorn, Community Development Administrator, provided a brief introduction to the application. The staff report dated October 10, 2023, and attached hereto as “**Attachment D**,” was entered into the public record.

Ms. Heidorn stated that the application made under Case PC 23-17 is a request for approval of a subdivision and special use permits for a 36-unit mixed-use development by applicant MHDC SLF LLC. A nearly identical project by the same developer that included 24 units was recommended by the Plan Commission and approved by the Board of Trustees in 2022 under Ordinance 22-03.

Ms. Heidorn explained that to a gap in financing of approximately \$1.4 million that was identified in design engineering after entitlement of the 24-unit project, the developer returned to the drawing board to identify ways to make the project work financially. Through partnership with the Illinois Housing Development Authority and the addition of a fourth floor and 12 additional units, the Village is pleased to present a project that is feasible. The project still meets minimum off-street parking requirements set forth by code and the parking demand projections calculated by Kimley Horn. In an update to the original submitted traffic and parking impact study, Kimley Horn indicates with the additional 12 units, Lehigh Avenue is anticipated to still have capacity for another 5,920 trips before reaching its limit for providing efficient traffic operations.

Ms. Heidorn turned it over to the developer team, and noted Kimley Horn is available by cell if there are any questions for the traffic engineer. Secretary Kirchner swore in the applicant, Greg Stec, MHDC SLF LLC, and general contractor, Kevin Micheli, P.E., Charles Hall Construction LLC. Mr. Stec and Mr. Micheli the site work required created a large gap in financing. MWRD detention requirements, power line burial, and higher interest rates all played a factor. By adding a larger affordable housing component in partnership with IHDA and with the additional density, they are now able to obtain bank financing. There will be negligible impact to traffic counts and parking requirements are all still met. They hope to break ground in Spring 2024.

Commissioner Kintner asked which units would be affordable. Mr. Stec said that units will not be designed or predetermined for affordable housing designation. The layout for the fourth floor remains the same as the second and third floor plans originally presented.

Commissioner Kintner noticed that a waiver will now be needed for building height. Ms. Heidorn acknowledged that the waiver is needed and will be included with a specific maximum height.

The Commissioners discussed the on-site parking availability and noted that 13 spaces are designated for snow storage, reducing the overall parking count to 113 spaces on occasion. They agreed that this still exceeded the parking demand of 90 spaces projected using Kimley-Horn's methodology.

Commissioner Stein asked if permeable pavers count toward reducing impermeable coverage. Ms. Heidorn responded that Title 12 does not recognize permeable pavers as contributing to permeable coverage or discounting impermeable coverage, but the MWRD and Village do account for permeable pavers in their calculations and requirements for stormwater management. Ms. Heidorn noted that the proposed underground detention system will be oversized to account for future redevelopment of the Moose property if that occurs.

Chairman Blonz asked if Mr. Tomich's comments were incorporated in the new staff report and recommendation. Ms. Heidorn responded that they will be included in the final approving ordinance.

Ms. McKeon, 8440 Callie, Unit 102, asked where the outdoor dining portion of the development is. The applicants indicated that it is along Lehigh Avenue, across the street from the Metra station, and within the public plaza.

Ms. Miller, 6411 Lincoln Avenue, said she is concerned that alternative energy sources are not being used. She said that the Village should require solar panels or other similar renewable energy installations on new developments.

Discussion ensued regarding the code requirements and energy efficiency requirements that have been adopted by the Village.

Ms. Heidorn read a public comment sent by email in relation to the case:

I live at 8340 Callie Avenue, my name is Abdul Sitar, and I am a retired internist. I am very concerned with the opening of a bar and microbrewery. This has been a very peaceful place. Alcohol effects the brain and causes disturbances including firearms. I am ok with a restaurant closing at 10 pm. Thank you very much.

There were no more public comments.

Commissioner Kintner made a motion to recommend approval of Special Use Permits for a 36-unit mixed-use development with a bar and microbrewery (accessory use to a bar or restaurant) in a C/R Commercial/Residential District (12-4-3) with variations for number of detached accessory structures on a zoning lot (12-2-2), rear yard impermeable coverage (12-2-5), setback for open accessory parking spaces (12-2-6), location of outdoor seating areas in a public right of way (12-5-5), facade transparency (12-5-7), bedroom mix (12-5-7), building height (12-5-7), public parkway trees (12-11-1), and parking lot screening abutting private property (12-11-3) and approval of Preliminary and Final Plats of Subdivision, in accordance with Chapter 12-8 of the Morton Grove Municipal Code, and for the property commonly known as 8500-8550 Lehigh Avenue (PIN 10-19-204-020-0000, 10-19-203-021-0000, 10-19-203-022-0000, 10-19-203-023-0000, 10-19-203-025-0000, 10-19-203-013-0000) and a portion of Chestnut Street right of way located directly west of Lehigh Avenue right of way measuring approximately 0.531 acres in Morton Grove, Illinois, subject to the following conditions:

1. Prior to the issuance of a building permit, the applicant shall submit final site and engineering plans for review and approval by the Community Development Administrator, Village Engineer, and Village Administrator, and shall comply with all comments and recommendations provided by the Village Engineer in the staff report to the Traffic Safety Commission dated January 27, 2022, and the comments provided by the Village Engineer in the departmental comment form dated February 13, 2022, whether by strict or alternative compliance, subject to the Village Engineer's final approval.
2. Conspicuous design elements shall be included in the final site design to provide awareness of the need to maintain the 24-foot-wide fire lane within the plaza clear of temporary or permanent fixtures that could interfere with emergency access, subject to review and approval by the Village Administrator.
3. The applicant shall install signage indicating that parking, stopping, and standing are prohibited at any time along both north and south sides of the shared access drive. Additional measures shall be required if the Village observes an issue of vehicles parking, stopping, or standing within the shared access drive, subject to review and approval by the Village Administrator. The applicant shall be responsible for controlling the behavior of vehicles along this accessway.
4. The applicant shall explore opportunities for additional parking within the Chestnut Street right of way to be vested to the Loyal Order of Moose (No. 376), including, but not limited to, parallel parking or an additional row of perpendicular parking. The final plan's parking and circulation layout shall not diverge significantly from the approved site plan and shall be subject to review and approval by the Village Administrator.
5. The applicant shall locate the Moose Family Center trash enclosure to a location desirable to the Loyal Order of Moose (No. 376), subject to review and approval by the Village Administrator.
6. The applicant shall size the stormwater detention facilities to accommodate the future redevelopment of the property at 6149 Chestnut Street and portion of Chestnut Street to be vested to the owner.
7. The applicant shall bury existing aboveground utilities within the development site as required by the Village, subject to review and approval by the Village Administrator.
8. Outdoor seating shall not be permitted on private or public property after 10:00 p.m. Noise shall be contained within

the premises so as not to be a nuisance to nearby residents or neighbors.

9. *All exterior garbage and recycling receptacles shall be lidded or shall be emptied or moved indoors overnight to prevent any environmental nuisance, including, but not limited to, overflowing and animal feeding.*
10. *All commercial and residential uses on the site shall be provided recycling service.*
11. *All deliveries to the site shall occur no earlier than 7:00 a.m. and no later than 7:00 p.m. No delivery vehicle shall park, stop, or stall on Lehigh Avenue or within the shared access drive for any period of time. All deliveries to the site shall occur in the designated loading zones or at alternative locations within the internal parking area, subject to delivery plan approval by the Village Administrator.*
12. *The final landscape and improvement plan for the Lehigh Avenue right-of-way shall be modified as necessary to meet the needs and requirements of the Village, subject to review and approval by the Village Administrator.*
13. *Prior to the issuance of a building permit, the applicant shall submit all turning path diagrams requested by the Fire Prevention Bureau Coordinator, Community Development Administrator, and Village Engineer, subject to the review and approval of the Village Administrator.*
14. *The applicant shall install screening along the east lot line of the Moose Family Center property to mitigate vehicle headlight trespass, subject to review and approval by the Village Administrator.*
15. *The final landscape and improvement plan for the abutting public rights of way shall be modified as necessary to meet the needs and requirements of the Village, subject to review and approval by the Village Administrator.*
16. *The applicant shall advise the Department of Community and Economic Development of any proposed change in ownership or operation of the subject property. Such changes may subject the owners, lessees, occupants, and users to additional conditions and may serve as the basis for amendment to the Special Use Permit.*
17. *The applicant shall comply with all recommendations of the original traffic and parking impact study prepared by Kimley-Horn, dated January 2022, and the memorandum issued by Kimley-Horn, dated August 28, 2023, whether by strict or alternative compliance, subject to the Village Engineer's final approval.*

The motion was seconded by Commissioner Liston.

Chairperson Blonz called for the vote.

Commissioner	Dorgan voting	aye
Commissioner	Kintner voting	aye
Commissioner	Liston voting	aye
Commissioner	Mohr voting	no
Commissioner	Stein voting	aye
Chairman	Blonz voting	aye

The motion was approved (5-1).

Final Plans and Supporting Documents

The application's final plans and supporting documents recommended for approval by the Plan Commission include the following and are attached hereto as "**Attachment E**":

1. Plat of Survey, prepared by Terra Technology Land Surveying, Inc., dated January 10, 2022
2. Preliminary Plat of Subdivision & Consolidation, 8500-8550 Lehigh Subdivision, dated December 28, 2021 (2 sheets)
3. Plat of Vacation of Road Right of Way within the Village of Morton Grove, Illinois, prepared by Terra Technology Land Surveying, Inc., dated December 28, 2021
4. Site Geometric and Paving Plan, prepared by RWG Engineering, LLC, dated January 11, 2022
5. Concept 1st Floor Plan – Building A, prepared by Gleason Architects, P.C., dated December 13, 2021

6. Concept 2nd and 3rd Floor Plan – Building A, prepared by Gleason Architects, P.C., dated December 13, 2021
7. Concept 1st Floor Plan – Building B, prepared by Gleason Architects, P.C., dated December 13, 2021
8. Concept 2nd and 3rd Floor Plan – Building B, prepared by Gleason Architects, P.C., dated December 13, 2021
9. Sheet L1.0 – Overall Landscape Plan, prepared by Heller & Associates, LLC, dated December 12, 2021
10. Sheet L1.1 – Foundation Landscape Plan: Building B, prepared by Heller & Associates, LLC, dated December 12, 2021
11. Sheet L1.2 – Foundation Landscape Plan: Building A, prepared by Heller & Associates, LLC, dated December 12, 2021
12. Sheet L1.3 – Landscape Details, Notes & Schedules, prepared by Heller & Associates, LLC, dated December 12, 2021
13. Morton Grove Mixed Use, Concept – East Elevation, Facing Lehigh Ave., Concept – Courtyard Elevations, prepared by Gleason Architects, P.C., dated August 23, 2023
14. Morton Grove Mixed Use, Concept – West Elevation, Facing Moose Lodge, Concept – North Elevation, Bldg. B, Concept – South Elevation, Bldg. A, prepared by Gleason Architects, P.C., dated August 23, 2023
15. Morton Grove Mixed Use, prepared by Gleason Architects, P.C., dated August 22, 2023, including:
 - a. Courtyard, Lehigh Ave.
 - b. East Elevation, Facing Lehigh Ave.
 - c. Northeast Elevation, Facing Lehigh Ave.
 - d. Southeast Elevation, Facing Lehigh Ave.
16. Morton Grove Residential – The Moose – 40' Box Truck Maneuvering Plan, prepared by RWG Engineering, LLC, dated February 11, 2022
17. Morton Grove Residential – The Moose – WB-40 Truck Maneuvering Plan, prepared by RWG Engineering, LLC, dated February 11, 2022
18. Morton Grove Residential – Residential – 40' Box Truck Maneuvering Plan, prepared by RWG Engineering, LLC, dated February 11, 2022
19. Morton Grove Residential – The Moose – Fire Truck Maneuvering Plan, prepared by RWG Engineering, LLC, dated February 11, 2022
20. Morton Grove Residential – Fire Truck Maneuvering Plan, prepared by RWG Engineering, LLC, dated February 11, 2022
21. Morton Grove Residential – The Moose – Garbage Truck Maneuvering Plan, prepared by RWG Engineering, LLC, dated February 11, 2022
22. Morton Grove Residential – Garbage Truck Maneuvering Plan, prepared by RWG Engineering, LLC, dated February 11, 2022
23. Morton Grove Mixed Use Parking Lot (Photometric Plan), prepared by KSA Lighting & Controls, dated December 20, 2021 (3 sheets)
24. Morton Grove – 8500 & 8550 Lehigh Avenue – Mixed Use Preliminary Engineering and Stormwater Summary, prepared by RWG Engineering, LLC, dated August 30, 2023
25. Mixed-Use Development Traffic Planning Study, Morton Grove, prepared by Kimley-Horn, dated January 2022
26. Memorandum Re: Trip Generation Comparison – Mixed-Use Transit Oriented Development (TOD), 8500-8550 Lehigh Avenue, Morton Grove, prepared by Kimley-Horn, dated August 28, 2023

Attachments

- **Attachment A** – Memorandum to the Traffic Safety Commission for PC 22-01 and PC 22-02, prepared by Chris Tomich, Village Engineer, dated January 27, 2022
- **Attachment B** – Staff Report to the Appearance Commission for AC 22-01, prepared by Zoe Heidorn, Community Development Administrator, dated January 31, 2022, revised February 7, 2022
- **Attachment C** – Plan Review Comment Form for PC 22-02, prepared by Chris Tomich, Village Engineer, dated February 13, 2022
- **Attachment D** – Staff Report to the Plan Commission for PC 23-17, prepared by Zoe Heidorn, Community Development Administrator, dated October 10, 2023
- **Attachment E** – Final Plans and Supporting Documents for PC 23-17, prepared by various, dated various

Attachment A

Memorandum to the Traffic Safety Commission for PC 22-01 and PC 22-02
Prepared by Chris Tomich, Village Engineer
Dated January 27, 2022

MEMORANDUM

To: Trustee Travis
Traffic Safety Commission

From: Chris Tomich, Village Engineer



Date: January 27, 2022

Re: Traffic Safety Commission Meeting on February 3, 2022

1. PC22-01 – 8500-8550 Lehigh Avenue

Request

Requesting a review of a Preliminary Plat of Vacation for a portion of Chestnut Street right of way located directly west of Lehigh Avenue right of way measuring approximately 0.531 acres, in accordance with Section 12-9-5 of the Morton Grove Municipal Code.

Background

The subject property is approximately 350-foot segment of Chestnut Street dedicated right-of-way under jurisdiction between Lehigh Avenue to forest preserve property, which is across from the train station. The request to vacate this street is part of a larger land development project supported administratively and financially by the Village.

The application includes: Vacation application, Plat of Vacation and Plat of Survey.

The Plat of Vacation shows the area currently occupied by Chestnut Street pavement and sidewalk that will be vacated. Plan Commission Case 22-02 included on this agenda is a land development proposed on the property to be vacated. The Plat of Survey shows the existing property to be developed as part of Plan Commission Case 22-02.

Staff Observations

The Village's ordinance on vacating public right-of-way requires a review by Traffic Safety Commission (and others). A review by Traffic Safety Commission of potential traffic safety impacts of vacating this right-of-way would be more properly addressed in the context of the proposed land development included in Plan Commission Case 22-02.

2. PC22-02 – 8500-8550 Lehigh Avenue

Request

Requesting a review of a Special Use Permit application for a 24-unit mixed-use development with a bar and microbrewery (accessory use to a bar or restaurant) in a C/R Commercial/Residential District.

Background

The subject property is located at 8500-8550 Lehigh Avenue which is on the west side of Lehigh Avenue across from the train station.

The application includes: Special Use Application, plat of survey, engineering site plan, architectural site plan, architectural floor plan, elevations, renderings, landscape plan, photometric analysis, design vehicle analysis, stormwater management summary, and traffic study.

The entire block west of Lehigh Avenue would be affected the proposed development. The Village owns most of the property on the block. The Moose Lodge abuts the proposed development, but the Village does not own that property. The Chestnut Street right-of-way lies within the proposed development area and is proposed to be vacated. The Moose Lodge would continue to operate with its existing building and parking lot, but the access to Chestnut Street would be eliminated with the right-of-way vacation. A shared private driveway is proposed to serve as the single entrance for Moose Lodge and the proposed development. These improvements have been coordinated with and have the informal support of Moose Lodge officials.

The Village, as owner of the property, solicited development proposals for this property. A proposal submitted by MHDC SLF LLC was selected by the Village. The Traffic Study for this development was prepared by a traffic engineer selected and paid for by the Village. The Traffic Study has been reviewed and approved by the Village. The Village chose to lead the development of the traffic study in an experimental effort to improve quality and completeness of the study; this approach may be used on other future developments.

The comments that follow relate only to the material transmitted to the Traffic Safety Commission.

Staff Observations

1. The Municipal Code requires development in a commercial/residential district to create pedestrian links. Staff recommends no additional pedestrian links than those proposed and believes the existing Lehigh Avenue crosswalks at the Metra entrance and at Elm Street will be safe.
2. The Municipal Code allows a development in a commercial/residential district within 1/8 mile to reduce the parking demand by 15 percent. The proposed parking supply exceeds the parking demand without taking the 15 percent reduction.
3. The Traffic Study concludes Lehigh Avenue will accommodate the proposed development traffic and the parking supply exceeds the Village code requirements for parking. It is relevant to note the Village's parking code requirements are advisory, not requirements, for special uses, such as this development.

The Traffic Study recommends Village improvements on the east side of Lehigh Avenue to confine pedestrian crossings to crosswalks.

4. Village staff observed that the site relies heavily on the single access drive to access the Moose Lodge, rear side of the buildings and the parking lots. The Village does require a second access way to this area and a fire lane is provided. The proposed fire lane designated through the plaza area is not ideal, but supportable. Village staff requested an alternate that included the second access route at the north end of the site, but considers that location to be vulnerable to misuse and to include a greater safety risk with greater adverse impacts to the development.
5. The shared plaza and fire lane should include conspicuous design elements to improve the awareness of the need to maintain the fire lane clear of temporary or permanent fixtures that could interfere with emergency access. One example of what could be considered is a special color of brick paver designating the fire lane.
6. The turning path analysis exhibit for fire apparatus should have used the longest vehicle for the analysis. Truck 2 has the longest length and wheel base, but Morton Grove 16 was used with shorter lengths for both of those criteria. It is anticipated the longer vehicle would be able to circulate, but it is possible the parking bank may need to be shortened by one parking space (potential loss of 4 parking spaces).
7. Moose Lodge has expressed a desire to eliminate one of the two entrances on the north side of their property in order to increase the number of parking spaces. Village staff considers there to be no opportunity to increase the number of parking spaces without encroaching onto the development's property. The Village considers the existing entrances to be important for emergency access and circulation.
8. Traffic stopping during peak traffic times on the shared access drive is a concern. Reducing the risk of this occurring is needed, but there is not a singular solution to accomplish it. Requiring the developer to have long-term responsibility for controlling this behavior is desirable.
9. The loading berths have been designed to accommodate vehicles of the size of a garbage truck. However, it is known a restaurant with micro-brewery could generate multi-unit delivery trucks that exceed the length of the loading berth. The turning path analysis exhibits show a circulation of a single unit garbage truck, but should also analyze a multi-unit vehicle to evaluate a delivery truck's ability to circulate through the parking lot. The special use permit should include conditions to mitigate the impact of a delivery vehicle that exceeds the length of the loading berths. Measurable parameters such as location on the site, time of day for deliveries, and duration of loading could be considered to reduce the impact to a level that is acceptable to all users. Additionally, moving trucks can be expected for the residential buildings and this impact should be understood and controlled. Lehigh Avenue will need to be prohibited from any and all delivery activity.
10. The proposed carports for residential units should be designed to not interfere with circulating parking lot traffic (i.e. trucks). The footprint of the carport shown on the site plan seems to be appropriate, but there are no dimensions to confirm this. The special use permit should include conditions that provide a level

of protection between circulating traffic and the carport structure.

Cc: Mr. Ralph Czerwinski
Mr. Joe Dahm
Ms. Zoe Heidorn

Attachment B

Staff Report to the Appearance Commission for AC 22-01
Prepared by Zoe Heidorn, Community Development Administrator
Dated January 31, 2022, revised February 7, 2022

To: Chairperson Pietron and Members of the Appearance Commission

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

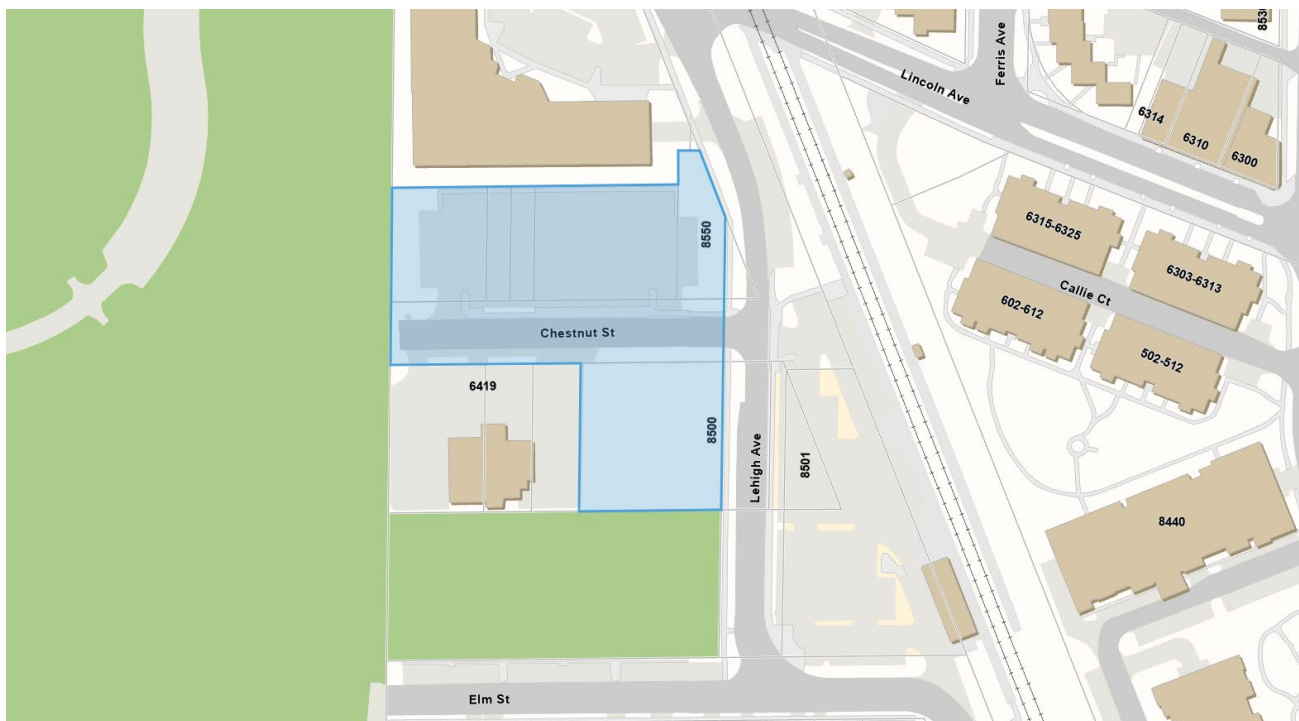
Date: January 31, 2022 – Revised February 7, 2022

Re: Appearance Commission Case AC 22-01

Request by MHDC SLF LLC for an Appearance Certificate for site, building, landscape, signage, and outdoor seating plans with associated waivers for a 24-unit mixed-use development proposed under Applications for Special Use and Subdivision (PC 22-02) for the property commonly known as 8500-50 Lehigh Avenue (PIN 10-19-204-020-0000, 10-19-203-021-0000, 10-19-203-022-0000, 10-19-203-023-0000, 10-19-203-025-0000, 10-19-203-013-0000) and a portion of Chestnut Street right of way petitioned for vacation (PC 22-01) in Morton Grove, Illinois

Project Overview

MHDC SLF LLC ("applicant") submitted complete Vacation, Subdivision, and Special Use Applications to the Department of Community and Economic Development requesting approval of a vacation of a portion of Chestnut Street right of way, a subdivision and consolidation of vacated and Village-owned property, and Special Use Permits to allow the construction of a 24-unit mixed-use development with a bar and microbrewery (accessory use to a bar or restaurant) in a C/R Commercial/Residential District with associated variations to dimensional and use standards. The subject property is currently owned and operated by the Village of Morton Grove. Redevelopment of the subject property will be contingent on the execution of redevelopment and purchase agreements between the applicant and Village. The property at 6419 Chestnut Street will continue to be owned by the Loyal Order of Moose (No. 376) and operated as the Morton Grove Moose Family Center.



Subject Property Location Map

Subject Property

The subject property at 8500-50 Lehigh Avenue is located on the west side of Lehigh Avenue at its intersection with Chestnut Street and is generally situated between Lincoln Avenue to the north and Elm Street to the south. The Morton House Condominiums abut the subject property to the north and the Forest Preserves of Cook County abut the property to the west and south. The Morton Grove Metra station and commuter parking lot are located directly across Lehigh Avenue from the subject property at 8501 Lehigh Avenue.

The overall development site measures approximately 2.049 acres and consists of the following three properties:

1. **8500 Lehigh Avenue** (0.535 ac +/-): This Village-owned property is currently vacant and will be sold to the applicant for redevelopment.
2. **8550 Lehigh Avenue** (0.983 ac +/-): This Village-owned property is currently improved with a commuter parking lot and will be sold to the applicant for redevelopment.
3. **Chestnut Street Right of Way** (0.531 ac +/-): This 66-foot Village right of way is an asphalted street in poor condition. The right of way is petitioned to be vacated under Case PC 22-01, with portions to be deeded to the future abutting property owners, the Loyal Order of Moose No. 376 and the applicant.

In 2020, the Village issued a request for qualifications (RFQ) seeking a qualified developer to acquire and redevelop the Village-owned property at 8500-50 Lehigh Avenue for mixed-use, multi-family, or commercial development that aligns with the Village's vision for a pedestrian-friendly and transit-oriented downtown with a vertical and horizontal mix of uses. The applicant's submitted proposal was selected by staff as the preferred concept. Staff has been working with the applicant for over a year to develop the project site plan and elevations to satisfy Village requirements and objectives.

Project Summary

The applicant is proposing a three-story mixed-use development consisting of two structures (Buildings A and B) with ground-floor commercial uses and 24 residential units located on the second and third floors. The two principal structures mirror one another and enclose a pedestrian plaza in between. The residential units are planned to be leased by the developer. The first-floor commercial uses are proposed to include a microbrewery with food service and an accessory banquet room in the southern Building A, and a coffee shop, restaurant, and accessory cafe/bar in the northern Building B. The developer is proposing 127 parking spaces to the rear of the principal structures, 36 of which will be covered by three separate carports. The development exceeds the Code's base parking requirement of 118 parking spaces and the reduced transit-oriented development (TOD) parking requirement of 101 parking spaces allowed by the site's proximity to the Metra station.

A Vacation Application submitted by the applicant and the Loyal Order of Moose No. 376, to be reviewed under Case PC 22-01, petitions the Village to vacate Chestnut Street in order to maximize the development site area. Access to the Moose Lodge and mixed-use development is proposed to be provided by a new full-access driveway along the southern boundary of the site. The driveway will be privately owned and maintained by the developer. The proposed plaza between the mixed-use structures, which has been designed with mountable curb and a standard fire lane width, will serve as an emergency accessway. Brick pavers will provide a visual delineation between the emergency fire lane and areas that may be used for outdoor dining.

The development meets Village requirements for density, lot width, and setbacks. The applicant is requesting Special Use Permits for minor modifications to the general and C/R District standards for mixed-use development and for the cafe/bar and microbrewery uses. At the time of application, the applicant had not executed any leases for the ground-floor units, but staff's understanding is that discussions are ongoing with several potential tenants. The future tenants will be subject to all requirements set forth in the Special Use Permits.

Site Design

Section 12-5-7:A.3 establishes fundamental design principals for development in the C/R District, which "is intended to encourage the creation of a vibrant mixed-use neighborhood that allows for convenient access to local businesses and the Metra station while giving priority to pedestrians and residents." The principals encourage a defined streetwall that creates a comfortable public space scaled for humans. The streetwall should be continuous, with gaps between buildings minimized, and the building design should be oriented to the pedestrian, with long stretches of blank and windowless

walls to be avoided. Parking should be located behind buildings and site plans should be arranged to create focal points to guide pedestrians around corners and along the street. Developments should also provide a comfortable and safe sidewalk space with adequate room for streetscaping, public art, and outdoor seating.

The proposed site plan provides a zero-foot setback at the front lot line, creating a strong streetwall along Lehigh Avenue. The plaza at the site's center, which will be privately owned and maintained but operated as quasi-public open space, serves as a focal point that will guide pedestrians around the building's corners and through the development. Outdoor seating is proposed along the plaza and the public sidewalk along Lehigh Avenue, which will activate the street and the development's common areas. Landscaping areas along the buildings' frontage and new street trees will also contribute to a vibrant and pedestrian-oriented public realm.

The development's surface parking will be located to the rear of the principal structures and out of view from Lehigh Avenue so as not to disrupt the pedestrian nature of the streetwall. The use of a singular public vehicular accessway minimizes gaps between the buildings and lends to streetwall continuity. The northern side setback will be heavily landscaped to provide buffering between the Morton House Condominiums, an abutting multi-family residential use to the north, and maintain visual interest along Lehigh Avenue.

Building Design

In response to the RFQ and marketing of the site in previous years, the Village received proposals for much higher density multi-family and mixed-use development. Staff finds the three-story mixed-use buildings proposed by the applicant to be scaled and sited in a manner that achieves a "downtown" feel but is respectful to surrounding structures and uses. The development will not impede the views of the six-story Morton House Condominiums or overshadow the single-story Moose Family Center.

The buildings' mass is broken into smaller massing elements through varied rooflines and facade planes, changes in material, and window placement. Architectural details such as horizontal coping and banding, patterned herringbone brick, and balconies also help break up the building facades and create visual interest. The following materials are being proposed by the developer:

- Modular brick in Plowed Earth, Brazilwood, and Cream White
- Masonry stone veneer in Chestnut
- Smooth stone building accents in Buff
- Fiber cement panels and trim in Burnished Slate
- Metal doors, frames, and storefront windows in Anodized Medium Bronze
- Vinyl windows, frames, and sliding doors in Earthtone

The applicant is expected to address the durability and long-term maintenance of the materials proposed.

Section 12-5-7:A.3.k of the Morton Grove Municipal Code establishes minimum requirements for facade transparency for mixed-use developments. Facade transparency creates a visual connection between indoor and outdoor spaces, enhances a building's aesthetic appeal, and fosters a sense of security and vibrancy for pedestrians. Typically, facade transparency minimums are applied along elevations fronting on streets. In this case, the buildings were requested by staff to be designed in a manner where no elevation would be treated as a rear elevation. Window area was more equitably spread across all four elevations.

The applicant is requesting waivers to the minimum percentage of facade transparency required by Code to allow the building elevations as presented. The Code is a somewhat unclear as to how facade transparency should be calculated and whether the minimum areas must consist of unobstructed glass only or can include window and entry door features. To take the most conservative approach, the architect calculated facade transparency as glass area only and did not include window or door frames.

Staff finds the proposed levels of facade transparency to be acceptable and fitting with the buildings' architectural style. Transparency levels are significantly higher for commercial spaces located closer to the street and plaza, while service spaces in less visible areas reduce the overall levels of facade transparency. For example, the west elevations facing the

parking lot have 43% transparency for the commercial use areas. The rest of the ground floor features service-type areas, including entryway, stair, corridor, and trash areas, that reduce the overall transparency of the elevation to 22%. When garage doors are opened along the plaza-facing elevations, the transparency increases from 37% to 44%.

The applicant is also requesting a waiver to allow obscure glass for the fitness and service areas only. Staff recommends that the waiver is authorized on the condition that only frosted glass or a similar type treatment is permitted for these window areas. The glass should not be obscured with any mirrored coating, vinyl applique, artwork, or signage. An overview of proposed facade transparency as it relates to Village Code requirements is provided in the following table.

Development Control	Requirement	Proposed	Waivers Requested
Facade Transparency (12-5-7:A.3.k)	Min. 50% of wall area between 2 and 12 feet above grade shall be occupied by windows or entry doors	Building A (south) East elevation (street): 40% North elevation (plaza): 37% (44% with garage doors open) West elevation (parking): 22% South elevation (service drive): 24% Building B (north) East elevation (street): 40% South elevation (plaza): 37% (44% with garage doors open) West elevation (parking): 22% North elevation (north lot line): 24%	<i>Building A (south)</i> <i>East elevation (street): 10%</i> <i>North elevation (plaza): 13%</i> <i>West elevation (parking): 28%</i> <i>South elevation (service drive): 26%</i> <i>Building B (north)</i> <i>East elevation (street): 10%</i> <i>South elevation (plaza): 13%</i> <i>West elevation (parking): 28%</i> <i>North elevation (north lot line): 26%</i>
Clarity (12-5-7:A.3.k.1)	Clear transparent glass	Obscure glass for fitness and service spaces	<i>Waiver to allow obscure glass for fitness and service spaces only</i>
Tinting & Screening (12-5-7:A.3.k.2)	Tint, internal screening, patterns, and mirrored coating prohibited	No tint, internal screening, patterns, or mirrored coating proposed	Compliant
Coatings (12-5-7:A.3.k.3)	Limited to minimum U-factor requirement in the State-adopted International Energy Conservation Code	Coating limited to minimum U-factor requirement	Compliant
Grade (12-5-7:A.3.k.4)	Commercial grade and design	Commercial grade and design	Compliant
Obstruction (12-5-7:A.3.k.5)	No obstruction beyond Chapter 10-10 permissions	No obstruction beyond Chapter 10-10 permissions	Compliant

In order to mitigate bird collisions with the buildings' window area, especially considering the development's proximity to natural areas, staff recommends as a condition of approval that the development must adhere to bird-friendly design guidelines contained in the "Bird-Friendly Building Design" manual of the American Bird Conservancy (2015, https://abcbirds.org/wp-content/uploads/2015/05/Bird-friendly-Building-Guide_2015.pdf) where practicable. Mirrored coatings may not be used, but inconspicuous window films featuring simple dot or lined patterns are strongly encouraged.

Landscape Design

The applicant submitted a landscape plan prepared by Heller & Associates, LLC. At the request of staff, the developer modified the loading area serving Building A after the application's submittal but was unable to modify the landscape plan accordingly due to time constraints. The landscape plan will need to be updated to mirror the revised site plan before any permit is issued and all plantings will need to be relocated to a nearby landscape area deemed acceptable by staff.

The applicant is requesting two waivers to the landscaping requirements set forth in Chapter 12-11: (1) a waiver of one tree to the minimum requirement for trees planted in the abutting public right of way and (2) a waiver to permit no landscaping along the westernmost and southernmost lot lines abutting property owned and operated by the Forest Preserve District of Cook County (FPDCC).

Nine new street trees are proposed along Lehigh Avenue. Staff is concerned that additional trees within the public right of way will conflict with desirable outdoor sidewalk dining area and may impact visual balance and is supportive of the waiver of one tree. With respect to the proposed waiver to allow no landscaping or alternative screening along lot lines abutting forest preserve property, staff recommends reducing the minimum screening height to three feet, where five feet are typically required by Code, or as otherwise recommended by Forest Preserve District staff. Upon further review, staff is concerned that headlights from vehicles in the parking and driveway areas will be disturbing to these biologically sensitive areas and should be shielded. With the modified waiver, the developer may install fencing or year-round opaque screening a minimum of three feet in height. Staff recommends that any landscape installation along lot lines abutting the forest preserves must be limited to native species.

The Village's applicable landscape requirements and requested waivers are outlined in the following table.

Development Control	Requirement	Proposed	Waivers Requested
Landscape Area (12-11-1:B.1.a)	Min. 8% of total site in a TIF District, the majority of which is to be provided along the street ROW	12.5%	Compliant
Public Parkway Trees (12-11-1:B.4)	Parkway trees required with max. 40-ft. separation, min. 2.5-in. caliper	9 trees / 382.2 ft. frontage = avg. 42.5-foot separation	<i>Waiver of 1 tree and average 2.5 feet to maximum separation</i>
Irrigation (12-11-2:F.4)	Underground irrigation system or readily available water supply required	Hose bib access to maintain exterior	Compliant
Parking Lot Planting Areas (12-11-3:A.3)	Min. 36 SF and water permeable	208 - 322 sq. ft.	Compliant
Parking Lot Screening Abutting Private Property (12-11-3:B.2)	Landscaping or structure required, min. 5-ft. buffer yard with berm, hedge, maintenance free barrier 5-6 ft. in height	<u>North lot line:</u> Landscaping min. 5 ft. <u>West lot line abutting FPDCC property:</u> No landscape buffer <u>West lot line abutting Moose property:</u> Landscaping min. 5 ft. (5-6 ft. fence as alternative) <u>South lot line abutting FPDCC property:</u> No landscape buffer	<i>Recommended by staff: Waiver to allow reduced parking lot screening abutting Forest Preserve District of Cook County property at a minimum height of 3 ft., or as otherwise recommended by the FPDCC</i>
Parking Lot Landscaping Islands (12-11-3:B.3.b)	Min. 40 SF	143 – 314 sq. ft.	Compliant
Parking Lot Landscaping Area (Lot > 20,000 SF) (12-11-3:B.3.c.2)	Min. 7% of paved area, not including buffer landscape area	8%	Compliant
Parking Bay Length (12-11-3:B.3.c.2)	Max. 20 spaces in an uninterrupted row	Bays < 20 spaces	Compliant
Screening (12-11-4)	Min. 5-ft. screening for all loading docks, equipment enclosures, and trash areas (see 12-11-4 for allowed screening types)	Trash areas are interior	Compliant

Due to the subject property's proximity to natural areas, staff recommends as a condition of Appearance Certificate approval that FPDCC staff reviews and approves the submitted landscape plan to certify that the proposed species are not invasive or undesirable. Any species that conflicts with FPDCC standards and objectives must be replaced with an alternative species of a similar size and performance.

Lighting

The development's proposed lighting plan should be discussed, especially due to the subject property's adjacency to biologically sensitive forest preserves owned and operated by the Forest Preserve District of Cook County. The applicant submitted a photometric plan showing levels of illumination along lot lines abutting forest preserve property measuring up

to 1.9 foot-candles. Levels along the north lot line abutting the Morton House Condominiums measure up to 1.5 foot-candles and levels along lot lines abutting Moose Family Center property measure up to 2.2 foot-candles.

Per Section 12-4-3:B.5, lighting of parking and loading areas must be a minimum of one foot-candle on the surface. However, such lighting must be confined to the property boundary and reach as close to zero illumination at the property boundaries as possible. Glare may not be evident from surrounding properties or adjacent public rights of way. The developer will need to modify the lighting plan to achieve as close to zero illumination at the property lines, subject to approval by the Village Engineer. Staff also recommends review by Forest Preserve District staff to verify compliance with applicable Cook County requirements, if desired by the County.

Section 12-12-3 of the Unified Development Code establishes lighting fixture standards. For off-street parking areas, lighting must be directed away from adjacent property, streets, and other public rights-of-way. All lighting units must be of the full cutoff type, meaning luminaires may not emit any light above the source's horizontal plane. The International Dark-Sky Association (IDA) recommends full cutoff fixtures, which minimize glare and light trespass. The fixtures proposed in the submitted lighting plan qualify as full cutoff fixtures.

Staff recommends as a condition of approval that before any Building Permit Application is filed, the lighting plan must be revised to meet all lighting requirements of the Village of Morton Grove and any other agency having regulatory authority over the subject property's lighting plan. The lighting plan and fixtures should also comply with all standards established in IDA's lighting guidelines and any exterior lighting should be designed to minimize the amount of light entering into the forest preserves, to the best extent practicable.

Outdoor Seating Areas

Per Section 12-5-5:C, if outdoor seating areas are in excess of 100 square feet, adequate landscaping and screening must be provided, subject to review and approval by the Appearance Commission. Outdoor seating area requirements and a requested waiver to allow seating in a public right of way are outlined in the following table.

Development Control	Requirement	Proposed	Waivers Requested
Outdoor Seating Area Location (12-5-5:C.1)	Not permitted in public right of way	Outdoor seating in public right of way	<i>Waiver to allow outdoor seating in public right of way</i>
Outdoor Seating Area Design (12-5-5:C.2-4)	Not permitted in a required landscape area, must be on a hard surface, must provide min. 3 ft. pedestrian access	Outdoor seating not in a required landscape area, on a concrete sidewalk, min. 3 ft. pedestrian access	Compliant
Advertisement (12-5-5:C.13)	No advertising is permitted on umbrellas or screening	No advertising proposed	Compliant

Per Section 12-5-5:C.11, adequate protection must be provided to outdoor seating areas from abutting parking areas. While a metal railing is proposed along the eastern edge of the plaza to provide some enclosure and protection from Lehigh Avenue, the western edge is left open to the parking lot. **The applicant should explain how outdoor diners will be protected from vehicles within the rear parking area and, if no protection is provided, whether a metal railing or bollards should be considered. Similarly, the developer should discuss what kind of protections and screening will be provided for diners within the outdoor seating areas in the Lehigh Avenue public right of way.** The applicant will be required to enter into a license agreement with the Village for use of the Lehigh Avenue public right of way for outdoor seating. The Village may impose additional requirements to mitigate liability for private use of Village-owned property and the final outdoor seating area plan will be subject to approval by the Village Administrator.

Additional regulations for outdoor seating areas prohibit food preparation, pets, except for service animals, and the amplification of music. **The applicant should verify planned compliance with all Village regulations controlling the operation of outdoor seating areas.**

Staff recommends that as a condition of Appearance Certificate approval, all final outdoor seating area plans, including screening and furniture specifications, must be reviewed and approved by the Appearance Commission Chairperson. The

Chairperson may require full Appearance Commission review if the quality and design of the outdoor seating areas is not in keeping with the quality and design of the overall development.

Signage

Because no specific tenants are being proposed at this time, a signage plan was not submitted to the Appearance Commission for review. All signage is expected to comply with all requirements of Chapter 10-10 unless waivers are requested and approved by the Appearance Commission at a later date. **The applicant should speak to the types of tenant and directional signage they anticipate and how the signage will be designed to be cohesive and complementary to the overall development.**

In order to maintain a high quality “downtown” feel, staff recommends conditions of approval that will enhance the overall quality of signage and attention-seeking ornamentation serving the development:

- 1) Sign colors shall blend with the building and storefront colors through use of complementary color ranges, or as otherwise approved by the Appearance Commission Chairperson.
- 2) Any portable signage shall be permitted pursuant to Section 10-10-8:E, except that the signage frame and base shall be constructed primarily of metal or wood, or as otherwise authorized by the Village Administrator.
- 3) Box signs shall only be permitted with metal or completely opaque material backgrounds. Interior illuminated panel signs or box signs with translucent acrylic faces shall not be permitted.
- 4) Rope lighting, or other similar linear lighting with small lights (usually incandescent bulbs or light emitting diodes (LEDs)) covered in heavy-duty plastic tubing, and installed to outline signs, merchandise, windows, buildings, or building elements, where such lighting is intended to be visible from the exterior of the building, is prohibited.
- 5) Illuminated signage and other illuminating features on the property may not exceed 5,000K (degrees Kelvin).

To maintain visibility for the Moose Family Center from Lehigh Avenue, staff recommends the approval of various waivers to allow the installation of two signs by the developer without further review by the Appearance Commission: (1) the replacement of an existing off-premises pole sign on the east side of Lehigh Avenue and (2) the installation of a new monument sign at the southeast corner of Building A and just north of the shared access drive.

The Code requirements, design parameters suggested by staff, and requested waivers for the proposed monument signage and off-premises pole signage are outlined in the following table.



Development Control	Requirement	Proposed	Waivers Requested
Monument Sign Quantity (10-10-7:G.2)	Max. 1 ground monument sign per 150 ft. of street frontage	1 monument sign per 382.2 ft. of street frontage	Compliant
Monument Sign Height (10-10-7:G.2)	Max. 10 ft. per sign combined, max. 25 ft. per sign individually	Proposed max. 5 ft.	Compliant
Monument Sign Area (10-10-7:G.2)	Max. 50 sq. ft. per sign face	Proposed max. 25 ft.	Compliant
Monument Sign Structural Base (10-10-7:G.3)	Min. 75% base must be materials compatible with the building	Proposed min. 75%	Compliant
Monument Sign Location (10-10-7:G.6)	Min. 50% height or 4 ft. from public right of way, whichever is greater	Proposed 0-ft. setback	Waiver to allow a 0-ft. setback from Lehigh Avenue lot line
Monument Sign Landscape bed (10-10-7:G.5)	Min. 2 ft. from base, shrubs min. 3 ft. in height	Min 2 ft. from base on 3 sides of monument sign	Waiver to allow no landscape bed along Lehigh Avenue lot line

Off-Premises Signs (10-10-5:B)	Off-premises signs prohibited	Proposed off-premises signage in same location as existing	<i>Waiver to allow replacement of Moose Family Center off-premises signage on Village-owned property</i>
Pole Signs (10-10-5:C)	Pole signs prohibited, other than existing non-conforming signs	Proposed replacement of existing non-conforming pole sign	<i>Waiver to allow replacement of Moose Family Center pole sign</i>
Pylon Sign Location (10-10-7:G.6)	Min. 50% height or 4 ft. from public right of way, whichever is greater	Proposed replacement of existing non-conforming pole sign at existing setback	<i>Waiver to allow replacement of Moose Family Center pole sign at existing setback</i>
Pylon Sign Height (10-10-7:G.2)	Max. 10 ft. per sign combined, max. 25 ft. per sign individually	Proposed max. 10 ft.	Compliant

The above waivers are intended to authorize a replacement of the off-premises Moose Family Center pole sign with a sign that is no taller and no closer to the nearest curb line than the existing sign and the installation of a new monument sign no greater than five feet in height and 25 square feet in area (per face) at the Lehigh Avenue lot line. Should the Moose Family Center or applicant propose signage that is larger than described, additional waivers by the Appearance Commission may be required.

Appearance Commission Review

In accordance with Unified Development Code Section 12-12-1:C, all site, landscape and building plans are to be reviewed by the Appearance Commission, and an Appearance Certificate by the Commission granted, prior to the issuance of a building permit. Further, per Section 12-16-2:C.2, the Appearance Commission is charged with reviewing the exterior elevations, sketches, and materials and other exhibits as to whether they are appropriate to or compatible with the character of the immediate neighborhood and whether the submitted plans comply with the provisions of the regulations and standards set forth in chapter, 12 "Design Standards," of this title.

The Design Standards (Sec. 12-12-1:D) are as follows:

D. Criteria and Evaluation Elements: The following factors and characteristics relating to a unit or development and which affect appearance, will govern the appearance review commission's evaluation of a design submission:

1. Evaluation Standards:
 - a. Property Values: Where a substantial likelihood exists that a building will depreciate property values of adjacent properties or throughout the community, construction of that building should be barred.
 - b. Inappropriateness: A building that is obviously incongruous with its surroundings or unsightly and grotesque can be inappropriate in light of the comprehensive plan goal of preserving the character of the municipality.
 - c. Similarity/Dissimilarity: A builder should avoid excessively similar or excessively dissimilar adjacent buildings.
 - d. Safety: A building whose design or color might, because of the building's location, be distracting to vehicular traffic may be deemed a safety hazard.
2. Design Criteria:
 - a. Standards: Appearance standards as set forth in this chapter.
 - b. Logic Of Design: Generally accepted principles, parameters and criteria of validity in the solution of design problems.
 - c. Architectural Character: The composite or aggregate of the components of structure, form, materials and functions of a building or group of buildings and other architectural and site composing elements.
 - d. Attractiveness: The relationship of compositional qualities of commonly accepted design parameters such as scale, mass, volume, texture, color and line, which are pleasing and interesting to the reasonable observer.

- e. Compatibility: The characteristics of different uses of activities that permit them to be located near each other in harmony and without conflict. Some elements affecting compatibility include intensity of occupancy as measured by dwelling units per acre; floor area ratio; pedestrian or vehicular traffic generated; parking required; volume of goods handled; and such environmental effects as noise, vibration, glare, air pollution, erosion, or radiation.
- f. Harmony: A quality which produces an aesthetically pleasing whole as in an arrangement of varied architectural and landscape elements.
- g. Material Selection: Material selection as it relates to the evaluation standards and ease and feasibility of future maintenance.
- h. Landscaping: All requirements set forth in chapter 11, "Landscaping and Trees", of this title. (Ord. 07-07, 3-26-2007)

Recommendation

If the Appearance Commission approves the request for an Appearance Certificate for site, building, landscape, signage, and outdoor seating plans, with associated waivers described herein, for a 24-unit mixed-use development proposed under Applications for Special Use and Subdivision (PC 22-02) for the property commonly known as 8500-50 Lehigh Avenue and a portion of Chestnut Street right of way petitioned for vacation in Morton Grove, Illinois, staff recommends the following conditions of approval:

- 1) Prior to filing any Building Permit Application, the owner/applicant shall provide the Village with a final landscape plan for review and approval by the Forest Preserve District of Cook County (FPDCC), Community Development Administrator, and Appearance Commission Chairperson. If the landscape plan is deemed to be inconsistent with the approved plan or has not been modified to remove any species deemed by the FPDCC to be invasive or undesirable, the owner/applicant will be required to file an application for an amendment to the Appearance Certificate.
- 2) Prior to filing any Building Permit Application, the owner/applicant shall provide the Village with final elevations and material specifications for review and approval. Final elevations and materials must be deemed consistent with the approved elevations and materials, as determined by the Community Development Administrator and Appearance Commission Chairperson. If such designs are deemed to be inconsistent with the approved plans or if materials are deemed to be of a lower quality than the approved materials, then the owner/applicant will be required to file an application for an amendment to the Appearance Certificate.
- 3) Prior to filing any Building Permit Application, the owner/applicant shall provide the Village with final outdoor seating area plans for review and approval. Final seating arrangements, screening, and furniture specifications must be deemed consistent with the overall development, as determined by the Community Development Administrator and Appearance Commission Chairperson. If such designs are deemed to be inconsistent with the approved plans or if materials are deemed to be of a lower quality than the approved materials, then the owner/applicant will be required to file an application for an amendment to the Appearance Certificate.
- 4) If planter boxes or containers are provided, they must be fully planted with live vegetation when the outdoor seating area is in active use. When the outdoor seating area is not in active use, the planter boxes or containers must be (1) planted with an alternative seasonal decoration, (2) covered, or (3) removed.
- 5) Only frosted glass or a similar type treatment shall be used for window areas permitted to be obscured, such as fitness and service areas. The glass should not be obscured with any mirrored coating, vinyl applique, artwork, or signage.
- 6) Sign colors shall blend with the building and storefront colors through use of complementary color ranges, or as otherwise approved by the Appearance Commission Chairperson.
- 7) Any portable signage shall be permitted pursuant to Section 10-10-8:E, except that the signage frame and base shall be constructed primarily of metal or wood, or as otherwise authorized by the Appearance Commission Chairperson.
- 8) Box signs shall only be permitted with metal or completely opaque material backgrounds. Interior illuminated panel signs or box signs with translucent acrylic faces shall not be permitted.

- 9) Rope lighting, or other similar linear lighting with small lights (usually incandescent bulbs or light emitting diodes (LEDs)) covered in heavy-duty plastic tubing, and installed to outline signs, merchandise, windows, buildings, or building elements, where such lighting is intended to be visible from the exterior of the building, is prohibited.
- 10) Illuminated signage and other illuminating features on the property may not exceed 5,000K (degrees Kelvin).
- 11) Before any Building Permit Application is filed, the lighting plan must be revised to meet all lighting requirements of the Village of Morton Grove and any other agency having regulatory authority over the subject property's lighting plan. The lighting plan and fixtures should also comply with all standards established in IDA's lighting guidelines and any exterior lighting should be designed to minimize the amount of light entering into the forest preserves, to the best extent practicable.
- 12) Any landscape installation along lot lines abutting the forest preserves must be limited to native species.
- 13) In order to mitigate bird collisions with the buildings' window area, the development must adhere to bird-friendly design guidelines contained in the "Bird-Friendly Building Design" manual of the American Bird Conservancy (2015, https://abcbirds.org/wp-content/uploads/2015/05/Bird-friendly-Building-Guide_2015.pdf) where practicable. Mirrored coatings may not be used, but inconspicuous window films featuring simple dot or lined patterns are strongly encouraged.

Attachment C

Plan Review Comment Form for PC 22-02
Prepared by Chris Tomich, Village Engineer
Dated February 13, 2022

VILLAGE OF MORTON GROVE, ILLINOIS
PLAN REVIEW COMMENT FORM

DATE DISTRIBUTED: 1/17/2022

CASE NUMBER: PC 22-02

APPLICATION: Request for approval of Special Use Permits for a 24-unit mixed-use development with a bar and microbrewery (accessory use to a bar or restaurant) in a C/R Commercial/Residential District (12-4-3:D) with variations for number of detached accessory structures on a zoning lot (12-2-2:B), rear yard impermeable coverage (12-2-5:B.3), setback for open accessory parking spaces (12-2-6:G), location of outdoor seating areas in a public right of way (12-5-5:C), facade transparency (12-5-7:A.3.k), bedroom mix (12-5-7:D.2), public parkway trees (12-11-1:B.4), parking lot screening abutting private property (12-11-3:B.2), and parking lot landscaping area (12-11-3:B.3.c.2) for the property commonly known as 8500-8550 Lehigh Avenue in Morton Grove, Illinois

A Special Use Application has been submitted for Plan Commission action. Please return your review to the Department of Community and Economic Development by **Wednesday, February 9, 2022.**

Thank you,
Zoe Heidorn, Community Development Administrator

COMMENTS OR CONCERNS

1. Plans showing the following information are required for permit approval:
 - a. Location and size of existing sewers, water mains, culverts or other underground facilities to a distance of one hundred feet (100') beyond the tract, also indicating such data as grades, invert elevations, and location of catch basins, manholes and hydrants.
 - b. Topographic data including existing and proposed contours at vertical intervals of not more than one foot (1').
 - c. Preliminary location of water, sanitary sewer and storm sewer lines, with appurtenances.
 - d. Preliminary location and method of storm water management.
2. A draft form of performance guarantee is needed. The performance guarantee must conform to the requirements of Municipal Code Title 12, Chapter 8, Section 3.C.7.
3. Preliminary Engineering and Stormwater Summary provide a brief narrative of preliminary engineering plans to be submitted at a later date and acknowledges the need for stormwater management by the Village and Metropolitan Water Reclamation District of Greater Chicago. The narrative describes stormwater detention to be provided for the new site boundary that is understood to exclude the Moose Lodge. Approval of this subdivision should require a condition that detention is provided for the existing Moose Lodge property as it is practical to include it as part of the redevelopment of this area.
4. The developer will be required to provide a connection between the water main in Lehigh Avenue and the water main near the western boundary the site. The water main connection must be located within an easement granted to the Village. The ownership of the water main is to be with the Village. The maintenance of the water main is to be with the property owner. The existing water main is located within Chestnut Street right-of-way to be vacated may remain in place.
5. The design of the sanitary sewer shall result in a single connection to the Village combined sewer for both buildings.
6. Preliminary Engineering and Stormwater Summary identifies the requirement to eliminate all overhead utilities and replace with underground utilities. This requirement should be included as a condition of approval.
7. The vehicle turning paths demonstrate minimum access is provided. Additional movements of the critical vehicles will be needed in the permitting phase to confirm/refine site circulation meets all needs. The Site Plan approval should include a condition that requires Fire Department access must be demonstrated at the constructed site and dimensional and parking space adjustments, subject to Village Administrator approval, are authorized.

8. The shared entrance agreement must be submitted for approval. The agreement must include the following provisions:
 - a. The Village, as well as the Moose Lodge, shall have the right to enforce the declaration.
 - b. The Village shall have the right, but not the obligation, after ten (10) days' written notice to the owners:
 - i. To perform any maintenance or repair work that, in the sole opinion of the Village, the owners' association has neglected to perform on the common areas,
 - ii. To assess the owners for that work, and
 - iii. To enforce the lien in the manner provided by law for mortgage foreclosure proceedings.
 - c. The declaration shall run with and bind any and all portions of the property and shall be binding on the owner, and its successors in interest, to all portions of the property; provided, however, that the declaration may provide for its amendment, modification, or termination at any time upon obtaining the prior consent of the Village to said amendment, modification, or termination.
9. It is understood from the application and discussions with the applicant that the land, buildings, and all improvements on the property are to be solely owned. The approval of the subdivision should include a condition that any future responsibility for ownership or maintenance of any exterior improvements shall be approved by the Village and shall require the owner to provide declarations and covenants conforming to the requirements of Municipal Code Title 12, Chapter 8, Section 2.B.3.
10. Landscape Plan shows improvements within Lehigh Avenue right-of-way that will become improvements owned and maintained by the Village. Approval of Landscape Plan should include a condition to exclude landscaping improvements within Lehigh Avenue right-of-way. The developer should be required to pay all expenses related to any improvements within Lehigh Avenue right-of-way abutting the site, but improvements within Lehigh Avenue right-of-way are subject to other developments currently in development by the Village and may be subject to change from those shown on Landscape Plan.
11. The shared plaza and fire lane should include conspicuous design elements to improve the awareness of the need to maintain the fire lane clear of temporary or permanent fixtures that could interfere with emergency access.
12. The proposed carports for residential units should be designed to not interfere with circulating parking lot traffic (i.e. trucks). The footprint of the carport shown on the site plan seems to be appropriate, but there are no dimensions to confirm this. Dimensions should be added to confirm this. The special use permit should include conditions that provide a level of protection between circulating traffic and the carport structure.

These comments accurately represent existing Village regulations or policies.

Name (please print): Chris Tomich, Village Engineer

Signed: 

Date: 02/13/2022

Attachment D

Staff Report to the Plan Commission for PC 23-17
Prepared by Zoe Heidorn, Community Development Administrator
Dated October 10, 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: October 10, 2023

Re: **Case PC 23-17:** Request for approval of Special Use Permits for a 36-unit mixed-use development with a bar and microbrewery (accessory use to a bar or restaurant) in a C/R Commercial/Residential District (12-4-3) with variations for number of detached accessory structures on a zoning lot (12-2-2), rear yard impermeable coverage (12-2-5), setback for open accessory parking spaces (12-2-6), location of outdoor seating areas in a public right of way (12-5-5), facade transparency (12-5-7), bedroom mix (12-5-7), public parkway trees (12-11-1), and parking lot screening abutting private property (12-11-3) and approval of Preliminary and Final Plats of Subdivision, in accordance with Chapter 12-8 of the Morton Grove Municipal Code, for the property commonly known as 8500-8550 Lehigh Avenue (PIN 10-19-204-020-0000, 10-19-203-021-0000, 10-19-203-022-0000, 10-19-203-023-0000, 10-19-203-025-0000, 10-19-203-013-0000) and a portion of Chestnut Street right of way located directly west of Lehigh Avenue right of way measuring approximately 0.531 acres in Morton Grove, Illinois. The applicant is MHDC SLF LLC.

STAFF REPORT

Public Notice

The Village of Morton Grove provided public notice for the October 17, 2023, Plan Commission public hearing for Case PC 23-17 in accordance with the Unified Development Code. The *Morton Grove Champion* published a public notice on September 28, 2023. The Village mailed letters on September 27, 2023, notifying surrounding property owners within 250 feet of the subject property, and placed a public notice sign on the subject property on September 27, 2023.

Application Summary

On September 1, 2023, MHDC SLF LLC submitted complete Special Use and Subdivision Applications to the Department of Community and Economic Development requesting approval of a consolidation of Village-owned property at 8500-8550 Lehigh Avenue, and a portion of Chestnut Street right of way previously approved for vacation under Ordinance 22-02, and Special Use Permits to allow the construction of a 36-unit mixed-use development with a bar and microbrewery (accessory use to a bar or restaurant) in a C/R Commercial/Residential District with associated variations to dimensional and use standards. The property at 6419 Chestnut Street will continue to be owned by the Loyal Order of Moose (No. 376) and operated as the Morton Grove Moose Family Center.

The proposed project was originally approved as a 24-unit mixed-use development in 2022 under Case PC 22-02 and Ordinance 22-03. Due to a considerable gap in financing caused by increased site improvement costs identified after entitlement, the project was put on hold by the applicant. After seeking additional sources of financing and reevaluation of the project's design, the applicant was able to fill the gap through partnership with the Illinois Housing Development Authority (IHDA) and a proposed increase in the number of apartment units from 24 units to 36 units. Nine of the 36 units, or 25 percent, are proposed to be attainable to households making no more than 60% of the area median income (AMI).

The only significant difference between the original project and the revised project is an increase in the number of residential dwelling units, which will increase the buildings' height from three stories to four stories. The ground floors will be occupied by the same mix of commercial uses as originally proposed.

The applicant is also requesting approval of a preliminary and final plat of subdivision, pursuant to Chapter 12-8. For minor

subdivisions, which may not result in the creation of more than two buildable lots, approval of a preliminary plat of subdivision prior to a final plat of subdivision is not required. This provision was not reflected in the original subdivision and special use permit ordinance, which only approved a preliminary plat of subdivision. The vacation of Chestnut Street, which was approved under Ordinance 22-02, does not need to be revisited.

The staff report dated February 15, 2022, revised February 21, 2022, is enclosed and provides a detailed review of the project and applicable development controls. The only modification to the requested waivers is for bedroom mix. Per Section 12-5-7:D.2, mixed-use developments in the C/R District are required to provide a minimum of one bedroom per unit. With an increase of one story per building, six studio units are now proposed, an increase of two units. Staff has no objection to the inclusion of studio units.

C/R District Use Controls	Requirement	Approved 2022	Proposed 2023	Waivers Requested
Bedroom Mix (12-5-7:D.2)	Min. 1 bedroom per residential unit	4 studio units	6 studio units	<i>Waiver to allow 6 studio units</i>

All other requested waivers, which are provided in the table below, remain the same as originally presented to the Plan Commission and approved under Case PC 22-02. Please see the original staff report for further discussion.

Development Controls	Requirement	Proposed	Compliance
Detached Accessory Structures (12-2-2:B)	Max. 2 per zoning lot	3 (carports)	<i>Waiver of 1 structure to allow 3 detached structures</i>
Rear Yard Impermeable Coverage (12-2-5:B.3)	Max. 50%	72%	<i>Waiver of 22% to allow rear yard impermeable coverage of 72%</i>
Open Accessory Parking Spaces (12-2-6:G)	Min. 3 feet from all lot lines	1.75 feet	<i>Waiver of 1.25 feet to allow setback of 1.75 feet</i>
Outdoor Seating Area Location (12-5-5:C.1)	Not permitted in public right of way	Outdoor seating in public right of way	<i>Waiver to allow outdoor seating in public right of way</i>
Facade Transparency (12-5-7:A.3.k)	Min. 50% of wall area between 2 and 12 feet above grade shall be occupied by windows or entry doors	<u>Building A (south)</u> East elev. (street): 40% North elev. (plaza): 37% (44% with garage doors open) West elev. (parking): 22% South elev. (drive): 24% <u>Building B (north)</u> East elev. (street): 40% South elev. (plaza): 37% (44% with garage doors open) West elev. (parking): 22% North elev. (north lot line): 24%	<i>Waivers Needed:</i> <u><i>Building A (south)</i></u> <i>East elev. (street): 10%</i> <i>North elev. (plaza): 13%</i> <i>West elev. (parking): 28%</i> <i>South elev. (drive): 26%</i> <u><i>Building B (north)</i></u> <i>East elev. (street): 10%</i> <i>South elev. (plaza): 13%</i> <i>West elev. (parking): 28%</i> <i>North elev. (north lot line): 26%</i>
Clarity (12-5-7:A.3.k.1)	Clear, transparent glass	Obscure glass for fitness and service spaces	<i>Waiver to allow obscure glass for service spaces only</i>

Traffic & Parking Impact

Per Section 12-7-3:B, Special Use Applications must provide a traffic and parking impact study which details the traffic impact and the amount of parking necessary and its usage. As part of this application, the applicant submitted a memorandum that provides a trip generation comparison between the original development and the new proposed development. Per the memorandum, dated August 28, 2023, and prepared by Kimley-Horn, the original development would have added 1,626 trips per day to Lehigh Avenue. The new development will add 1,703 trips per day, an increase of five percent. According to Kimley-Horn, "Utilizing the same methodology as the Original Traffic Study, with the new development plan Lehigh Avenue is anticipated to still have capacity for another 5,920 trips before reaching its limit for providing efficient traffic operations."

The submitted site plan includes 126 off-street parking spaces, including six accessible spaces. The original study's parking analysis bases the 24-unit residential parking need on the ITE Parking Generation Manual rate of 1.31 spaces per unit (85th percentile) for multi-family units within one half-mile of public transit for a total residential requirement of 32 spaces. Increasing the unit count to 36 results generates a residential parking demand of 47 spaces. With the commercial requirement staying consistent at 43 spaces, the total parking requirement based on ITE standards for the 36-unit mixed-use development is 90 spaces.

Per Section 12-7-3, off-street parking requirements established by Code are advisory only for Special Uses. An updated summary of the off-street parking requirement for the 36-unit mixed-use development pursuant to Section 12-7-3:1 is provided in the following table. The advisory parking requirement for the modified development is 120 spaces. With 126 off-street parking spaces, the development has a surplus of six spaces. Staff notes that the Metra parking lot across the street at 8501 Lehigh is expected to be used for commercial and residential guest parking, especially during evenings and weekends.

Use	Use	Size	Off-Street Parking Requirement	Base Requirement	TOD Requirement (15% Bonus)
Multi-Family	Multi-Family	36 du	1.75 spaces/du	63	54
Multi-Family - Guest	Multi-Family	36 du	0.15 spaces/du	5	4
Microbrewery (Building A)	Restaurant	2,062 sf	1 space / 150 sf	14	12
Private Banquet Room (Building A)	Restaurant	1,361 sf	1 space / 150 sf	9	8
Coffee Shop (Building A)	Restaurant	1,249 sf	1 space / 150 sf	8	7
Café (Building B)	Lounge/Bar	1,361 sf	1 space / 50 sf	27	23
Restaurant (Building B)	Restaurant	2,062 sf	1 space / 150 sf	14	12
				140	120

Commission Review

- **Traffic Safety Commission:** On September 19, 2023, the Traffic Safety Commission Chairperson waived full review of the application by the Commission because the addition of the fourth floor is expected to cause minimal traffic impact. The Commission originally reviewed the 24-unit mixed-use development on February 3, 2022, and unanimously recommended approval of the application and forwarded comments issued by the Village Engineer in the staff report dated January 27, 2022. A recommended condition of Special Use Permit approval is compliance with all comments and recommendations provided by the Village Engineer, whether by strict compliance or alternative compliance, subject to the Village Engineer's final approval.
- **Appearance Commission:** On September 19, 2023, the Appearance Commission Chairperson waived full review of the application by the Commission because the addition of the fourth floor causes minimal aesthetic impact. He commented to staff that the addition of the fourth floor improves the overall appearance of the development.

Departmental Review

- **Building Department:** No issues identified at this time.
- **Fire Department (originally issued under Case PC 22-02):** While the turning path diagrams illustrate that Morton Grove's fire apparatus can theoretically maneuver through the site, the access will need to be verified in the field. Additional turning path diagrams may also be required, which has been made a recommended condition of approval.
- **Public Works Department/Engineering (originally issued under Case PC 22-02):** In review of the proposed project, the Village Engineer issued comments dated February 13, 2022, and included in the hearing packet for PC 23-17. A recommended condition of Special Use Permit approval is compliance with all comments and recommendations provided by the Village Engineer, whether by strict compliance or alternative compliance, subject to the Village Engineer's final approval.
- **Police Department:** No issues identified at this time.

Standards for Review

The Standards for Subdivision are established in Section 12-16-4:D.3 of the Unified Development Code:

12-16-4:D.3. Standards for Subdivisions: The following standards for evaluating subdivisions shall be applied in a reasonable manner, taking into consideration the restrictions and/or limitations which exist for the site being considered for development:

1. Orderly Development: The proposed subdivision will encourage orderly and harmonious development within the Village.
2. Coordination of Streets: The streets within the proposed subdivision will coordinate with other existing and planned streets within the Village.
3. Coordination of Utilities: The utilities within the proposed subdivision will coordinate with existing and planned utilities, and create a uniform system of utilities within the Village.
4. Consistency with Comprehensive Plan: The proposed subdivision will be evaluated based on its consistency with the overall land use policies of the Village as may be expressed in the Village's comprehensive plan.

Section 12-16-4:C.5 of the Unified Development Code establishes Standards for Special Uses, which are intended to be used for evaluating Special Use Permit requests. The Standards are as follows:

12-16-4:C.5. Standards for Special Uses: The following standards for evaluating special uses shall be applied in a reasonable manner, taking into consideration the restrictions and/or limitations which exist for the site being considered for development:

1. Preservation of Health, Safety, Morals, And Welfare: The establishment, maintenance and operation of the special use will not be detrimental to or endanger the public health, safety, morals or general welfare.
2. Adjacent Properties: The special use should not be injurious to the use and enjoyment of other property in the immediate vicinity for the uses permitted in the zoning district.
3. Orderly Development: The establishment of the special use will not impede normal and orderly development or impede the utilization of surrounding property for uses permitted in the zoning district.
4. Adequate Facilities: Adequate utilities, access roads, drainage and other necessary facilities are in existence or are being provided.
5. Traffic Control: Adequate measures have been or will be taken to provide ingress and egress designed to minimize traffic congestion on the public streets. The proposed use of the subject site should not draw substantial amounts of traffic on local residential streets.
6. Adequate Buffering: Adequate fencing and/or screening shall be provided to ensure the right of enjoyment of surrounding properties to provide for the public safety or to screen parking areas and other visually incompatible uses.
7. Conformance to Other Regulations: The special use shall, in all other respects, conform to applicable provisions of this title or amendments thereto. Variation from provisions of this title as provided for in subsection 12-16-3A, "Variations", of this chapter, may be considered by the plan commission and the Village board of trustees as a part of the special use permit.

The applicant should be prepared to discuss how the project meets the above standards at the Plan Commission hearing.

Recommendation

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

Motion to recommend approval of Special Use Permits for a 36-unit mixed-use development with a bar and microbrewery (accessory use to a bar or restaurant) in a C/R Commercial/Residential District (12-4-3) with variations for number of detached accessory structures on a zoning lot (12-2-2), rear yard impermeable coverage (12-2-5), setback for open accessory parking spaces (12-2-6), location of outdoor seating areas in a public right of way (12-5-5), facade transparency (12-5-7), bedroom mix (12-5-7), public parkway trees (12-11-1), and parking lot screening abutting private property (12-11-3) and approval of Preliminary and Final Plats of Subdivision, in accordance with Chapter 12-8 of the Morton Grove Municipal Code, and for the property commonly known as 8500-8550 Lehigh Avenue (PIN 10-19-204-020-0000, 10-19-203-021-0000, 10-19-203-022-0000, 10-19-

203-023-0000, 10-19-203-025-0000, 10-19-203-013-0000) and a portion of Chestnut Street right of way located directly west of Lehigh Avenue right of way measuring approximately 0.531 acres in Morton Grove, Illinois, subject to the following conditions:

1. *Prior to the issuance of a building permit, the applicant shall submit final site and engineering plans for review and approval by the Community Development Administrator, Village Engineer, and Village Administrator, and shall comply with all comments and recommendations provided by the Village Engineer in the staff report to the Traffic Safety Commission dated January 27, 2022, and the comments provided by the Village Engineer in the departmental comment form dated February 13, 2022, whether by strict or alternative compliance, subject to the Village Engineer's final approval.*
2. *Conspicuous design elements shall be included in the final site design to provide awareness of the need to maintain the 24-foot-wide fire lane within the plaza clear of temporary or permanent fixtures that could interfere with emergency access, subject to review and approval by the Village Administrator.*
3. *The applicant shall install signage indicating that parking, stopping, and standing are prohibited at any time along both north and south sides of the shared access drive. Additional measures shall be required if the Village observes an issue of vehicles parking, stopping, or standing within the shared access drive, subject to review and approval by the Village Administrator. The applicant shall be responsible for controlling the behavior of vehicles along this accessway.*
4. *The applicant shall explore opportunities for additional parking within the Chestnut Street right of way to be vested to the Loyal Order of Moose (No. 376), including, but not limited to, parallel parking or an additional row of perpendicular parking. The final plan's parking and circulation layout shall not diverge significantly from the approved site plan and shall be subject to review and approval by the Village Administrator.*
5. *The applicant shall locate the Moose Family Center trash enclosure to a location desirable to the Loyal Order of Moose (No. 376), subject to review and approval by the Village Administrator.*
6. *The applicant shall size the stormwater detention facilities to accommodate the future redevelopment of the property at 6149 Chestnut Street and portion of Chestnut Street to be vested to the owner.*
7. *The applicant shall bury existing aboveground utilities within the development site as required by the Village, subject to review and approval by the Village Administrator.*
8. *Outdoor seating shall not be permitted on private or public property after 10:00 p.m. Noise shall be contained within the premises so as not to be a nuisance to nearby residents or neighbors.*
9. *All exterior garbage and recycling receptacles shall be lidded or shall be emptied or moved indoors overnight to prevent any environmental nuisance, including, but not limited to, overflowing and animal feeding.*
10. *All commercial and residential uses on the site shall be provided recycling service.*
11. *All deliveries to the site shall occur no earlier than 7:00 a.m. and no later than 7:00 p.m. No delivery vehicle shall park, stop, or stall on Lehigh Avenue or within the shared access drive for any period of time. All deliveries to the site shall occur in the designated loading zones or at alternative locations within the internal parking area, subject to delivery plan approval by the Village Administrator.*
12. *The final landscape and improvement plan for the Lehigh Avenue right-of-way shall be modified as necessary to meet the needs and requirements of the Village, subject to review and approval by the Village Administrator.*
13. ***Prior to the issuance of a building permit, the applicant shall submit all turning path diagrams requested by the Fire Prevention Bureau Coordinator, Community Development Administrator, and Village Engineer, subject to the review and approval of the Village Administrator.***
14. ***The applicant shall install screening along the east lot line of the Moose Family Center property to mitigate vehicle headlight trespass, subject to review and approval by the Village Administrator.***
15. ***The final landscape and improvement plan for the abutting public rights of way shall be modified as necessary to meet the needs and requirements of the Village, subject to review and approval by the Village Administrator.***
16. *The applicant shall advise the Department of Community and Economic Development of any proposed change in ownership or operation of the subject property. Such changes may subject the owners, lessees, occupants, and users to additional conditions and may serve as the basis for amendment to the Special Use Permit.*
17. *[Any other conditions recommended by the Plan Commission.]*



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: February 15, 2022 – Revised February 21, 2022

Re: Case PC 22-02: Request for approval of a Preliminary Plat of Subdivision, in accordance with Chapter 12-8 of the Morton Grove Municipal Code, and Special Use Permits for a 24-unit mixed-use development with a bar and microbrewery (accessory use to a bar or restaurant) in a C/R Commercial/Residential District (12-4-3) with variations for number of detached accessory structures on a zoning lot (12-2-2), rear yard impermeable coverage (12-2-5), setback for open accessory parking spaces (12-2-6), location of outdoor seating areas in a public right of way (12-5-5), facade transparency (12-5-7), bedroom mix (12-5-7), public parkway trees (12-11-1), and parking lot screening abutting private property (12-11-3) for the property commonly known as 8500-8550 Lehigh Avenue (PIN 10-19-204-020-0000, 10-19-203-021-0000, 10-19-203-022-0000, 10-19-203-023-0000, 10-19-203-025-0000, 10-19-203-013-0000) and a portion of Chestnut Street right of way located directly west of Lehigh Avenue right of way measuring approximately 0.531 acres in Morton Grove, Illinois. The applicant is MHDC SLF LLC.

STAFF REPORT

Public Notice

The Village of Morton Grove provided public notice for the February 21, 2022, Plan Commission public hearing for Case PC 22-02 in accordance with the Unified Development Code. The *Morton Grove Champion* published a public notice on February 3, 2022. The Village mailed letters to property owners within 250 feet of the subject property on January 28, 2022, and placed a public notice sign on the subject property on January 28, 2022.

Application Summary

On January 10, 2022, MHDC SLF LLC submitted complete Subdivision and Special Use Applications to the Department of Community and Economic Development requesting approval of a subdivision and consolidation of Village-owned property at 8500-8550 Lehigh Avenue, and a portion of Chestnut Street right of way petitioned for vacation under Case PC 22-01, and Special Use Permits to allow the construction of a 24-unit mixed-use development with a bar and microbrewery (accessory use to a bar or restaurant) in a C/R Commercial/Residential District with associated variations to dimensional and use standards. The property at 6419 Chestnut Street will continue to be owned by the Loyal Order of Moose (No. 376) and operated as the Morton Grove Moose Family Center.

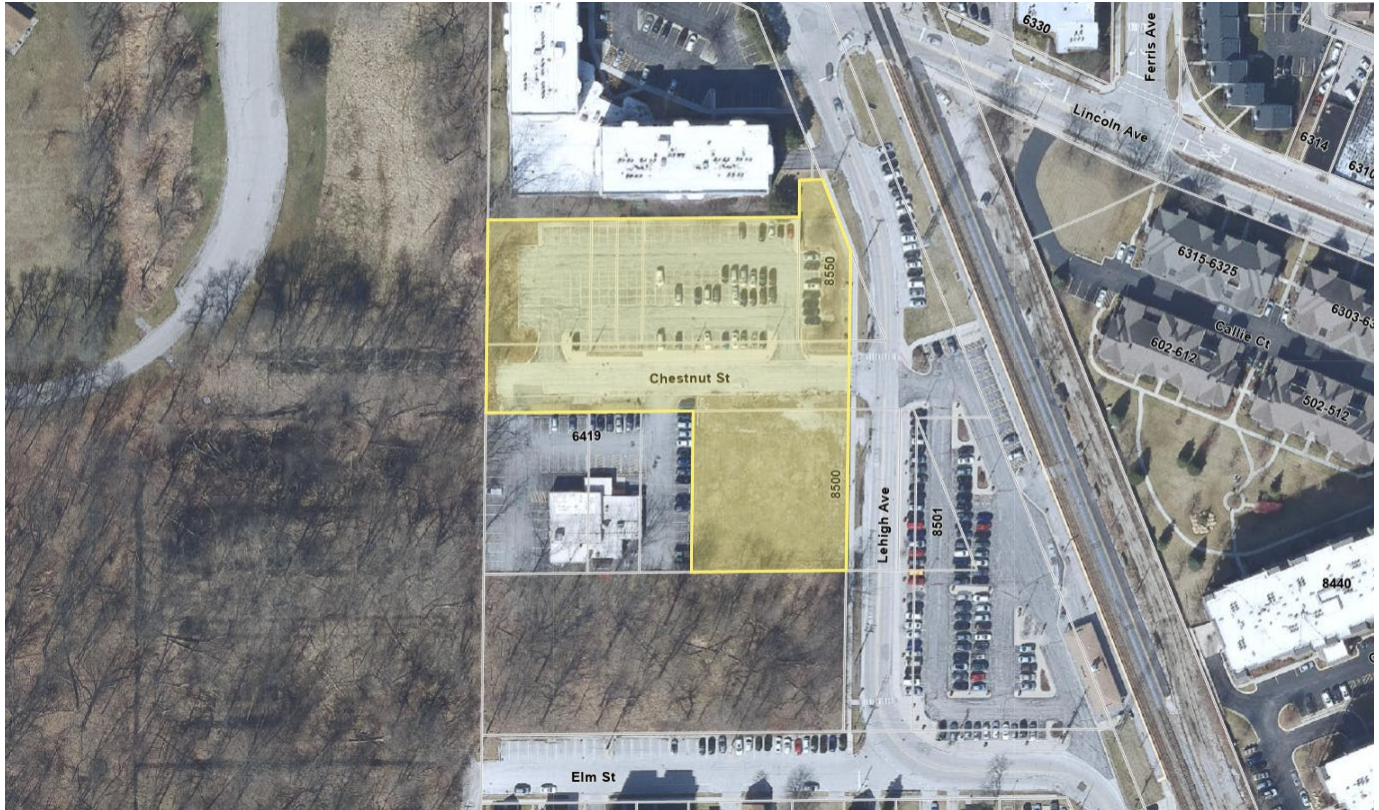
Approval of the Preliminary Plat of Subdivision and Special Use Permits will be made contingent on the Village Board of Trustees' approval of the proposed vacation of Chestnut Street right of way. Redevelopment of the subject property will be contingent on the execution of redevelopment and purchase agreements between the applicant and Village.

Subject Property Background

The subject property at 8500-8550 Lehigh Avenue is located on the west side of Lehigh Avenue at its intersection with Chestnut Street and is generally situated between Lincoln Avenue to the north and Elm Street to the south. The Morton House Condominiums abut the subject property to the north and the Forest Preserves of Cook County abut the property to the west and south. The Morton Grove Metra station and commuter parking lot are located directly across Lehigh Avenue from the subject property at 8501 Lehigh Avenue.

In 2020, the Village issued a request for qualifications (RFQ) seeking a qualified developer to acquire and redevelop the

Village-owned property at 8500-50 Lehigh Avenue for mixed-use, multi-family, or commercial development that aligns with the Village's vision for a pedestrian-friendly and transit-oriented downtown with a vertical and horizontal mix of uses. The applicant's submitted proposal was selected by staff as the preferred concept. Proposals for much higher density multi-family development were submitted, but they did not seem respectful to the scale of the existing Moose Family Center, Morton House Condominiums, or surrounding area. Staff has been working with the applicant for over a year, involving over 15 site plan iterations to-date, to develop the project site plan and elevations to satisfy Village requirements and objectives.



Project Site Location

Project Overview

The overall redevelopment site measures approximately 2.049 acres and consists of the following three properties:

1. 8500 Lehigh Avenue (0.535 ac +/-): This Village-owned property is currently vacant and will be sold to the applicant for redevelopment.
2. 8550 Lehigh Avenue (0.983 ac +/-): This Village-owned property is currently improved with a 110-space commuter parking lot and will be sold to the applicant for redevelopment.
3. Chestnut Street Right of Way (0.531 ac +/-): This 66-foot Village right of way is an asphalted street in poor condition. The right of way is petitioned to be vacated under Case PC 22-01, with portions to be deeded to the future abutting property owners, the Loyal Order of Moose No. 376 and the applicant.

For the purposes of a technical zoning review, the portion of Chestnut Street right of way planned to be vested to the Loyal Order of Moose (No. 376) and measuring 6,619.8 square feet (0.152 ac +/-) will not be included, reducing the development site area to 1.900 ac +/- . This portion of property will be improved in accordance with the approved plans but cannot contribute to dimensional code requirements because it will be under separate ownership and considered part of a separate zoning lot.

Staff notes that there are minor discrepancies between the submitted engineering site plan, architectural site plan, landscape plan, and turning path diagrams relating to the locations of the service loading area serving Building A and the trash enclosure on the Moose Family Center property. These discrepancies are due to staff requests for revision following

application submittal. The correct location of the proposed service loading area for Building A is depicted in the engineering site plan, architectural site plan, and turning path diagrams. The correct location for the Moose Family Center's trash enclosure is depicted in the turning path diagram only. This late revision was made at the request of Moose leadership and the Village. Staff does not feel that the discrepancies will detract from the Plan Commission's ability to review the project.

The applicant is proposing a three-story mixed-use development consisting of two structures (Buildings A and B) with ground-floor commercial uses and 24 residential units for lease located on the second and third floors. The two principal structures mirror one another and enclose a pedestrian plaza in between. The first-floor commercial uses are proposed to include a coffee shop, microbrewery with food service, and an accessory banquet room in the southern Building A, and a restaurant and accessory cafe/bar in the northern Building B. The developer is proposing 127 parking spaces to the rear of the principal structures, 36 of which will be covered by three separate carports. The development exceeds the Code's base parking requirement of 118 parking spaces and the reduced transit-oriented development (TOD) parking requirement of 101 parking spaces allowed by the site's proximity to the Metra station. Site access will be provided by a two-lane shared access drive at the site's southern lot line.

A Vacation Application submitted by the applicant and the Loyal Order of Moose No. 376, to be reviewed under Case PC 22-01, petitions the Village to vacate Chestnut Street in order to maximize and optimize the development site area. Access to the Moose Lodge and mixed-use development is proposed to be provided by a new full-access driveway along the southern boundary of the site. The driveway will be privately owned and maintained by the developer. The proposed plaza between the mixed-use structures, which has been designed with mountable curb and a standard fire lane width, will serve as an emergency accessway. Brick pavers will provide a visual delineation between the emergency fire lane and areas that may be used for outdoor dining. Conspicuous design elements providing awareness of the need to maintain the fire lane clear should be made a condition of Special Use Permit approval.

The development meets Village requirements for density, lot width, and setbacks. The applicant is requesting Special Use Permits for minor modifications to the general and C/R District standards for mixed-use development and for the cafe/bar and microbrewery uses. At the time of application, the applicant had not executed any leases for the ground-floor units, but staff's understanding is that discussions are ongoing with several potential tenants. The future tenants will be subject to all requirements set forth in the Special Use Permits.

Preliminary Plat of Subdivision

The applicant submitted a Preliminary Plat of Subdivision requesting a subdivision of the portion of Chestnut Street right of way petitioned for vacation under Case PC 22-01 and a consolidation of all property to be deeded to the applicant. The proposed subdivision and consolidation will allow the Loyal Order of Moose (No. 376) and the applicant to own those vacated portions of street to the centerline that abut their respective properties and consolidate all lots to be owned by the applicant, including 8500 Lehigh Avenue, 8550 Lehigh Avenue, and the larger portion of the vacated Chestnut Street right of way. The proposed subdivision and consolidation will result in two lots, one of which will be deeded to the Loyal Order of Moose (No. 376) and the other to the applicant under forthcoming redevelopment and purchase agreements. A Final Plat of Subdivision will be submitted to the Village for review and approval following the completion of site improvements. The Final Plat may only be recorded following Board approval by ordinance.

The submitted Preliminary Plat of Subdivision generally meets the requirements of Section 12-8-2. However, elements of the plat, such as the proposed shared access easement, will need to be reviewed and revised to meet the needs of the Moose Family Center, the development, and the Village. Utility easements will also be needed to allow continued access and maintenance of underground utilities.

Dimensional Controls

The proposed project meets most dimensional requirements for development in general and mixed-use development in the C/R Commercial/Residential District. Applicable dimensional requirements and compliance are outlined in the following table. Staff notes that some dimensional discrepancies were found in the submitted documents. For dimensional purposes, staff deferred to the submitted plat of survey prepared by Terra Technology Land Surveying, Inc., followed by the site geometric and paving plan prepared by RWG Engineering, LLC. The following table provides a comparison of the proposed development against applicable dimensional controls.

C/R District Dimensional Controls	Requirement	Proposed	Compliance
Lot Area (12-5-7:C)	Max. 24 dwelling units per acre	12.63 du/ac	Compliant
Lot Width (12-5-7:C)	Min. 60 feet	155.49 + 86.44 + 66.00 + 74.07 = 381.97 feet	Compliant
Front Setback (12-5-7:C)	Max. 10 feet	0 feet	Compliant
Interior Side Setback (12-5-7:C)	Min 5. feet for buildings up to 20 feet in height; add 1 foot setback for every 3 feet in additional building height; max. 10 feet	Building A (south) – 36.0 feet Building B (north) – 24.3 feet	Compliant
Rear Setback (12-5-7:C)	Min. 15 feet abutting a residential district	Building A (south) – 67.25 feet Building B (north) – 268.00 feet	Compliant
Building Height (12-5-7:C)	Max. 50 feet	44.67 feet	Compliant
FAR (12-5-7:C)	N/A	0.50	Compliant
Impermeable Lot Coverage (12-5-7:C)	N/A	87.54%	Compliant
General Dimensional Controls	Requirement	Proposed	Compliance
Principal Structures on a Zoning Lot (12-2-2:A)	No maximum provided all common areas are commonly owned and maintained	2	Compliant
Detached Accessory Structures on a Zoning Lot (12-2-2:B)	Max. 2	3	<u>Non-Compliant - Waiver of 1 structure to allow 3 detached structures</u>
Rear Yard Impermeable Coverage (12-2-5:B.3)	Max. 50%	72%	<u>Non-Compliant - Waiver of 22% to allow rear yard impermeable coverage of 72%</u>
Open Accessory Parking Spaces (12-2-6:G)	Min. 3 feet from all lot lines	1.75 feet	<u>Non-Compliant – Waiver of 1.25 feet to allow setback of 1.75 feet</u>
Rooftop Appurtenances (12-2-8:A)	May exceed max. building height by max. 10 feet; must be screened	< 60 feet	Compliant

The applicant is requesting waivers to the maximum number of detached accessory structures permitted on a zoning lot to allow three carports covering a total of 36 surface parking spaces and a waiver to the rear yard impermeable maximum of 50% to allow 72% rear yard coverage. Staff is supportive of the requested waivers. Covered vehicle parking is a desirable amenity for residents and staff finds the maximum impermeable rear yard restriction of 50% to be burdensome considering the project's location and density, planned underground stormwater detention facilities, and compliance with applicable landscaping requirements. A waiver to allow a 1.75-foot setback for ten open accessory parking spaces along the west lot line is also not concerning to staff due to the abutting forest preserve use. Screening a minimum of 3 feet in height is required along this lot line to ensure headlights do not shine directly into the preserves. This may be fencing or native landscaping, or a combination thereof.

Use Controls

The following uses are proposed as part of the overall development plan:

- **Mixed-Use Development** (24-units residential with ground-floor commercial space) – Special Use due to waivers requested
- **Outdoor Seating Areas for Restaurants, Bars, and Specialty Food Stores** – Permitted Use

- Building A
 - **Coffee Shop** (1,249 square feet) – Permitted Use (Specialty Food Store)
 - **Microbrewery** (2,062 square feet) – Special Use (Microbrewery – as accessory use to restaurant)
 - **Private Banquet Room** (1,361 square feet) – Permitted Use (Restaurant)
- Building B
 - **Restaurant** (2,062 square feet) – Permitted Use
 - **Cafe/Bar** (1,361 square feet) – Special Use (Bar)

Mixed-Use Development

The applicant is proposing ground-floor commercial space and 24 residential units for lease on the second and third floors of the proposed three-story development. Mixed-use development is allowed as a Permitted Use in the C/R Commercial/Residential District. However, the Plan Commission may, by Special Use, recommend modifications to the development standards for mixed-use development in this district. Because the applicant is requesting various waivers to applicable development standards, the mixed-use development must be approved through a Special Use Permit.

The proposed development meets general requirements for mixed-use development in the C/R District. The location of commercial uses is on the ground floor and facing the street, with residential units located above. However, the development does not meet the requirement that all units must provide one bedroom. The proposed unit mix is as follows: four (4) studio apartments, four (4) one-bedroom apartments, and sixteen (16) two-bedroom apartments. The following table provides a comparison of the proposed development against applicable use standards.

C/R District Use Controls	Requirement	Proposed	Compliance
Bedroom Mix (12-5-7:D.2)	Min. 1 bedroom per residential unit	4 studio units	Non-Compliant - Waiver to allow 4 studio units
Location of Commercial Uses (12-5-7:D.1)	Ground floor facing the street with residential units above or behind	Ground floor faces the street with residential uses above	Compliant

Staff is supportive of the waiver to allow four studio apartments out of the 24 proposed residential units, or 17%. The Residences at Sawmill Station were authorized for 45 studio apartments out of 250 residential units, or 18%. The studio option is a desirable option to many young professionals. According to the Urban Land Institute and as reported by the CCIM, smaller apartments are gaining in popularity due to “delayed household formation among millennials, an increase in single-person households, a decrease in car ownership among younger city dwellers, and the growing “sharing economy,” which cuts down on unnecessary household possessions.”

The proposed fitness and bike storage areas on the first floor of Building B will be restricted to use by on-site residents. Such amenities have become standard in new multi-family and mixed-use developments.

Outdoor Seating Areas for Restaurants, Bars, and Specialty Food Stores

The developer is proposing outdoor seating areas along the interior of the plaza and within the public sidewalk along Lehigh Avenue. These areas will be operated and maintained by restaurant and bar uses within the development, including the coffee shop, restaurant, cafe/bar, and microbrewery. Any tenant may elect not to provide an outdoor seating area. Outdoor seating areas serving restaurants and bars are a Permitted Use but are subject to various requirements set forth in Section 12-5-5:C, which are outlined in the following table. The applicant is seeking a waiver to allow outdoor seating in public right of way along Lehigh Avenue.

Development Control	Requirement	Proposed	Waivers Requested
Outdoor Seating Area Location (12-5-5:C.1)	Not permitted in public right of way	Outdoor seating in public right of way	Waiver to allow outdoor seating in public right of way
Outdoor Seating Area Design (12-5-5:C.2-4)	Not permitted in a required landscape area, must be on a hard surface, must provide min. 3 ft. pedestrian access	Outdoor seating not in a required landscape area, on a concrete sidewalk, min. 3 ft. pedestrian access	Compliant
Pets	Pets, except for service animals,	No pets, except for service animals,	Compliant

(12-5-5:C.8)	are prohibited	proposed	
Music Amplification (12-5-5:C.10)	Music amplification prohibited	No regular music amplification proposed, but may be authorized by permit	Compliant
Advertisement (12-5-5:C.13)	No advertising is permitted on umbrellas or screening	No advertising proposed	Compliant

The applicant will be required to enter into a license agreement with the Village for use of the Lehigh Avenue public right of way for outdoor seating. The Village may impose additional requirements to mitigate liability for private use of Village-owned property and the final outdoor seating area plan will be subject to approval by the Village Administrator.

Section 4-6D-8:A.18 of the Morton Grove Municipal Code establishes a Class O Outdoor Patio liquor license, which may be requested as an ancillary license to certain liquor licenses. Any use serving alcohol outdoors at the proposed development will be required to obtain a Class O license. Any outdoor area used for on-premises consumption must be completely enclosed and provide adequate visual screening and noise barriers from the public rights of way, subject to review by the Liquor Commissioner. The final outdoor seating plan will be designed in accordance with Village requirements and subject to staff and Liquor Commissioner review and approval. If concerns with respect to screening, appearance, or protection arise, full Appearance Commission review may be requested.

The applicant should discuss the proposed hours of operation for the outdoor seating areas. Staff recommends that use of these areas is limited to 10:00 p.m., unless by special authorization of the Village Administrator for singular events. Per Section 12-5-5:C.10, outdoor music amplification is prohibited, meaning that the source of music cannot be located outdoors. During warm weather when windows and doors are opened, music may spillover into the outdoor area from indoor music sources. The applicant or tenants may request a Live and Amplified Music Permit from the Village for singular events. Per the permit policy, the playing of live or amplified music is limited to between 10:00 a.m. and 10:00 p.m. and the fee is \$5.00 per day.

Coffee Shop

A 1,249-square-foot coffee shop is proposed at the southeast corner of Building A. Specialty food stores, including coffee shops, are a Permitted Use in the C/R Commercial Residential District. No tenant has been identified at this time, but the future tenant is expected to comply with all applicable outdoor seating, signage, and business requirements. The applicant should discuss the proposed hours of operation for the coffee shop, and the Plan Commission may restrict these hours as a condition of the Special Use Permit.

Microbrewery & Private Banquet Room

A 2,062-square-foot microbrewery, as an accessory use to a restaurant, is proposed at the northeast corner of Building A and requires a Special Use Permit. Section 12-17-1 defines a "microbrewery" as:

"MICROBREWERY: A facility that produces less than thirty thousand (30,000) barrels (35,200 hectoliters) of beer or ale per calendar year from malt and hops by infusion, boiling and fermentation and includes an accessory tasting room. A tasting room allows customers to taste samples of products manufactured on site and purchase related sales items. Sales of alcohols manufactured outside the facility are prohibited, unless otherwise permitted through application for and issuance of appropriate Village of Morton Grove liquor license."

Per the applicant, only minimal volumes of beer will be produced on-site. The microbrewery will have a full-service kitchen and more than 50% of the food and drink sales will be generated from food sales, qualifying the use as a restaurant. No tenant has been identified at this time, but the future tenant is expected to comply with all applicable outdoor seating, signage, and business requirements. The applicant should discuss the proposed hours of operation for the microbrewery, and the Plan Commission may restrict these hours as a condition of the Special Use Permit.

A 1,361-square-foot banquet room is proposed to connect to the microbrewery. This facility will be available as overflow dining area and may be booked for private parties. The use has been classified as a restaurant, which is a Permitted Use in the C/R District. Both the microbrewery and private banquet room will be designed with a retractable glass door system to open onto the plaza in warm weather.

Restaurant

A 2,062-square-foot restaurant is proposed at the southeast corner of the northern Building B. The restaurant concept is fine-dining Italian at an affordable price point, and discussions with potential tenants are underway. The future tenant is expected to comply with all applicable outdoor seating, signage, and business requirements. The restaurant will be designed with a retractable glass door system to open onto the plaza in warm weather. The applicant should discuss the proposed hours of operation for the restaurant, and the Plan Commission may restrict these hours as a condition of the Special Use Permit.

Cafe/Bar

A 1,361-square-foot cafe or bar is proposed as an adjoining use to the proposed restaurant and will be connected through the building's interior. The use will complement the fine dining use and will serve a more limited food menu. While it is likely that the use will qualify as a restaurant due to its proportion of food sales, because the proposed tenant is unknown at this time, obtaining a Special Use Permit for a bar use will allow a greater diversity of tenants. Future tenants may include a bar and grill, wine bar, sports bar, or dessert lounge. The cafe or bar will be designed with a retractable glass door system to open onto the plaza in warm weather. The applicant should discuss the proposed hours of operation for the cafe/bar, and the Plan Commission may restrict these hours as a condition of the Special Use Permit.

Site Access

The site plan was designed to adhere to the guidelines of the C/R Commercial/Residential District and the objectives of the Lehigh/Ferris Framework Plan. The C/R District standards and the Plan both promote walkability, a pedestrian-oriented public realm, and an environment with a vibrant mix of uses. Section 12-5-7:A.1 requires that pedestrian links must be provided to existing public sidewalks and Section 12-9-1:B.2 requires that "every lot shall have access to it that is sufficient to afford reasonable means of ingress and egress for emergency vehicles as well as for other vehicles which need access to the property for its intended use."

A two-way shared access drive measuring 24 feet in width (25 feet measured from back of curb) is proposed to serve as the single public vehicular accessway from Lehigh Avenue to the development site, essentially serving to replace Chestnut Street. The drive will be owned and maintained by the applicant, with a permanent shared access easement to be provided throughout the site to allow members, visitors, and service providers of the Moose Family Center to use drive aisles throughout the entire development site. In order to ensure that vehicles do not stop within the drive for drop-off, pick-up, or other purposes, staff recommends as a condition of approval that the applicant installs signage indicating that parking, stopping, and standing is prohibited at any time along both north and south sides of the shared access drive. Additional measures may be required if observance of an issue occurs and the applicant should be made responsible for controlling the behavior of vehicles along this accessway.

Concerned that the single public access drive may not be sufficient for all traffic entering and exiting the site, staff originally requested a second vehicular access drive to the north of Building B. Upon further review, staff requested that it be removed due to concerns with the driveway's orientation to Lehigh Avenue and the parking stalls across the street, per comments issued by the Village Engineer. A driveway in this location is not desirable for public use due to safety issues associated with the roadway geometry, which will not change at this time. Rather than maintain the north driveway for emergency access only, the driveway was removed and the plaza was designed to accommodate emergency vehicles with a mountable curb and minimum clearance requirement. The Village Engineer and the Village's traffic engineer, Kimley-Horn, have determined that the single public accessway is sufficient to serve the Moose Family Center and all proposed uses on the site.

The proposed plaza is intended for pedestrian use only on daily basis but is also designed to accommodate Morton Grove's largest fire apparatus on an emergency-only basis. Mountable curbs are provided at Lehigh Avenue at the parking lot and a 24-foot-wide clearance will be required throughout the plaza at all times. A change in material within the plaza, such as a change in color or pattern of the brickwork, will be required to delineate the 24-foot fire lane from the areas permitted for outdoor dining. Additional design features, such as bollards or decorative fencing, may also be included to help designate this area. Conspicuous design features should be made a condition of the Special Use Permit.

The applicant is required to demonstrate that the site design can accommodate full circulation through the redevelopment property and the Moose Family Center property by a garbage truck, the largest sized emergency vehicle available locally, and the largest sized truck expected to provide service to the property. Turning path diagrams were submitted and are included in the hearing packet. These include turning paths for a 40-foot single-unit box truck, a 40-foot semi-trailer truck, the largest

Morton Grove fire engine, and a standard garbage truck. Additional turning path diagrams that capture all possible movements of the aforementioned vehicles, and possibly additional vehicles, will be required in the final design and engineering phase.

Pedestrian access from Lehigh Avenue to the site is provided at three locations: (1) the plaza, which measures 37.5 feet at its narrowest point, (2) a 5-foot-wide sidewalk to the north of the shared access drive, and (3) a 5-foot-wide drive to the south of the shared access drive. A pedestrian walkway continues from the plaza through the center of the development, along the north side of the Moose Family Center's existing parking area. Striping will be provided as indicated on the site geometric and paving plan, and in other locations as deemed appropriate by the Village. Across the street, preliminary design for the Morton Grove Metra station renovation project is currently underway and pedestrian improvements are being considered along Lehigh Avenue and throughout the area to enhance safety and connectivity.

Traffic & Parking Impact

Per Section 12-7-3:B, all Special Use Applications must provide a traffic and parking impact study which details the traffic impact and the amount of parking necessary and its usage. For Special Uses, the off-street parking requirements set forth in Section 12-7-3:I are advisory only and the final parking required for each use is decided by the Village Board based on the submitted study, any traffic and parking recommendation prepared by the Village staff, and the final recommendation of the Plan Commission. Under a pilot program, the Village retained the services of Kimley-Horn to prepare the traffic and parking impact study required for this Special Use Application. In this way, staff was able to control the content of the study and ensure the legitimacy of the engineer's representations. The applicant has reimbursed the Village for the cost of the study pursuant to a reimbursement agreement.

The submitted site plan includes 127 parking spaces to the rear of Buildings A and B. Snow storage removal areas are proposed on 12 of the 127 parking spaces, potentially reducing parking capacity to 115 spaces during periods of heavy snow accumulation. These 127 parking spaces are designed for the sole use of tenants and residents of the mixed-use development, and will not be shared with the Moose Family Center under this development approval. Should observed parking patterns support the need for a shared parking agreement between the properties in the future, the Village will take appropriate action to review and authorize such an arrangement.

The advisory parking requirement set forth by Section 12-7-3:I is 39 parking spaces for the residential use and 62 parking spaces for the commercial uses, for a total of 101 parking spaces. Note that the fitness facility is for resident use only, so it is included in the residential parking requirement.

Use	Use	Size	Off-Street Parking Requirement	Base Requirement	TOD Requirement (15% Bonus)
Multi-Family	Multi-Family	24 du	1.75 spaces/du	42	36
Multi-Family - Guest	Multi-Family	24 du	0.15 spaces/du	4	3
Microbrewery (Building A)	Restaurant	2,062 sf	1 space / 150 sf	14	12
Private Banquet Room (Building A)	Restaurant	1,361 sf	1 space / 150 sf	9	8
Coffee Shop (Building A)	Restaurant	1,249 sf	1 space / 150 sf	8	7
Café (Building B)	Lounge/Bar	1,361 sf	1 space / 50 sf	27	23
Restaurant (Building B)	Restaurant	2,062 sf	1 space / 150 sf	14	12
				118	101

The study's parking analysis bases the residential parking need on the ITE Parking Generation Manual, Fifth Edition, rate of 1.31 spaces per unit (85th percentile) for multi-family residential units within one half-mile of public transit for a total residential requirement of 32 spaces. For the commercial uses, the analysis takes the Village Code requirement of 63 spaces and assumes a 30% reduction for captive and pass-by trips, for a total commercial requirement of 43 spaces. The total parking requirement for the mixed-use development, as determined by the traffic and parking impact study, is 75 spaces. With between 115 and 127 available spaces, this could mean a parking surplus of 40 to 52 spaces.

Should the Village observe a demand for parking that is significantly lower than parking capacity, some of the available spaces may be designated for commuter use in the future.

The traffic and parking impact study prepared by Kimley-Horn also made the following key findings:

- The project is anticipated to generate, at most, 1,626 daily trips and 182 per hour at peak morning hours. This is approximately three traffic movements per minute. These calculations do not take into account any non-automotive trips or pass-by trips, which could reduce figures to 894 daily trips and 100 trips per hour at peak morning hours.
- Lehigh Avenue currently carries 3,400 vehicles per day. With the proposed development, the roadway will still have capacity for another 5,950 trips before reaching its limit for providing efficient traffic operations.

With concerns that the Moose Family Center is losing public parking that it has relied on over recent years, staff is recommending as a condition of approval that the developer explores opportunities for additional parking within the Chestnut Street right of way to be vested to the Loyal Order of Moose (No. 376). This may include parallel parking or an additional row of perpendicular parking. The final plan's parking and circulation layout may not diverge significantly from the approved site plan and will be subject to review and approval by the Village Engineer and Village Administrator.

Building & Landscape Design

At the February 7, 2022, meeting of the Appearance Commission, the applicant presented site, building, landscape, signage, and outdoor seating plans and requested associated waivers. The project was conditionally approved in accordance with the staff report to the Appearance Commission, dated January 31, 2022, which is included in the hearing packet. The Appearance Commission approved waivers for public parkway trees, parking lot screening abutting private property, and signage, and supported requested waivers for facade transparency and outdoor seating in a public right of way.

The applicant is requesting waivers to the minimum percentage of facade transparency required by Code to allow the building elevations as presented. While the Appearance Commission does not have the authority to grant this waiver, the request was presented for their review due to the relationship of transparency to a building's appearance. Staff finds the proposed levels of facade transparency to be acceptable and fitting with the buildings' architectural style. Transparency levels are significantly higher for commercial spaces located closer to the street and plaza, while service spaces in less visible areas reduce the overall levels of facade transparency. The applicant is also requesting a waiver to allow obscure glass for the service areas only. An overview of proposed facade transparency as it relates to Village Code requirements is provided in the following table.

Development Control	Requirement	Proposed	Waivers Requested
Facade Transparency (12-5-7:A.3.k)	Min. 50% of wall area between 2 and 12 feet above grade shall be occupied by windows or entry doors	<u>Building A (south)</u> East elevation (street): 40% North elevation (plaza): 37% (44% with garage doors open) West elevation (parking): 22% South elevation (service drive): 24% <u>Building B (north)</u> East elevation (street): 40% South elevation (plaza): 37% (44% with garage doors open) West elevation (parking) 22% North elevation (north lot line): 24%	<u>Building A (south)</u> East elevation (street): 10% North elevation (plaza): 13% West elevation (parking): 28% South elevation (service drive): 26% <u>Building B (north)</u> East elevation (street): 10% South elevation (plaza): 13% West elevation (parking) 28% North elevation (north lot line): 26%
Clarity (12-5-7:A.3.k.1)	Clear transparent glass	Obscure glass for fitness and service spaces	Waiver to allow obscure glass for service spaces only
Tinting & Screening (12-5-7:A.3.k.2)	Tint, internal screening, patterns, and mirrored coating prohibited	No tint, internal screening, patterns, or mirrored coating proposed	Compliant
Coatings (12-5-7:A.3.k.3)	Limited to minimum U-factor requirement in the State-adopted International Energy Conservation Code	Coating limited to minimum U-factor requirement	Compliant
Grade	Commercial grade and	Commercial grade and design	Compliant

(12-5-7:A.3.k.4)	design		
Obstruction (12-5-7:A.3.k.5)	No obstruction beyond Chapter 10-10 permissions	No obstruction beyond Chapter 10-10 permissions	Compliant

Stormwater

RWG Engineering, LLC, submitted a Preliminary Engineering and Stormwater Summary, which describes how the detention volume, volume control, and release rates for the stormwater improvements will be designed in accordance with Metropolitan Water Reclamation District (MWRD) and Village requirements. The underground detention is expected to be located below the surface parking area.

The design of the sanitary sewer and water main will be coordinated with the Village. RWG Engineering suggests that the existing combined sanitary sewer and water main are adequately sized for the project's scale and will not need to be increased to accommodate the needs of the proposed development.

The Village is requiring two items relating to stormwater improvements and utilities: (1) that the stormwater detention is sized to accommodate the future redevelopment of the property at 6149 Chestnut Street and (2) that existing aboveground utilities are buried as required by the Village, subject to review and approval by the Village Administrator. These items should be made conditions of the ordinance.

Snow Storage, Trash Removal, and Deliveries

As discussed, snow storage will be located on-site within the 12 parking spaces at the northwest corner of the property. Snow removal on the development site, including the shared access drive, will be the ongoing responsibility of the applicant or future property owner. The applicant should discuss the proposed storage of snow removal equipment and salt at the Plan Commission public hearing.

Trash storage will be within the enclosed buildings and trash pick-up will be provided at the two service loading areas for Buildings A and B, located to the rear of the buildings. Additional public refuse containers within the public plaza or along Lehigh Avenue may be required at the discretion of the Village.

The applicant should discuss the proposed location of box truck and semi-trailer trucks deliveries and the hours of delivery. Such activities should be controlled to minimize interference with internal traffic circulation. The Plan Commission may restrict these hours as a condition of the Special Use Permit.

Commission Review

- **Traffic Safety Commission:** On February 3, 2022, the applicant appeared before the Traffic Safety Commission to provide testimony and respond to comments issued by the Village Engineer in the staff report dated January 27, 2022. At the meeting, the Commission, the applicant, and the applicant's consultants discussed the single access drive, the turning path analysis exhibits, and delivery vehicles servicing the site. The Commission unanimously forwarded a recommendation of approval of Case PC 22-02 with comments provided by the Village Engineer.
- **Appearance Commission:** On February 7, 2022, the applicant appeared before the Appearance Commission to provide testimony and respond to comments issued by Community and Economic Development staff in the staff report dated January 31, 2022 (revised February 7, 2022). At the meeting, the Commission, the applicant, and the applicant's consultants discussed the durability of the building materials, the requirement for native plantings along the property's lot lines abutting the forest preserve, bird-friendly design elements, and the general site design. The Commission issued an Appearance Certificate with associated waivers and forwarded a recommendation of approval of Case PC 22-02.

Departmental Review

- **Building Department:** No issues identified at this time.
- **Fire Department:** While the turning path diagrams illustrate that Morton Grove's fire apparatus can theoretically maneuver through the site, the access will need to be verified in the field. Additional turning path diagrams may also be required.

- **Public Works Department/Engineering:** In review of the proposed project, the Village Engineer issued comments dated February 13, 2022, and included in the hearing packet for PC 22-02. A recommended condition of Special Use Permit approval is compliance with all comments and recommendations provided by the Village Engineer, whether by strict compliance or alternative compliance, subject to the Village Engineer's final approval.
- **Police Department:** No issues identified at this time.

Standards for Review

The Standards for Subdivision are established in Section 12-16-4:D.3 of the Unified Development Code:

12-16-4:D.3. Standards for Subdivisions: The following standards for evaluating subdivisions shall be applied in a reasonable manner, taking into consideration the restrictions and/or limitations which exist for the site being considered for development:

1. **Orderly Development:** The proposed subdivision will encourage orderly and harmonious development within the Village.
2. **Coordination of Streets:** The streets within the proposed subdivision will coordinate with other existing and planned streets within the Village.
3. **Coordination of Utilities:** The utilities within the proposed subdivision will coordinate with existing and planned utilities, and create a uniform system of utilities within the Village.
4. **Consistency with Comprehensive Plan:** The proposed subdivision will be evaluated based on its consistency with the overall land use policies of the Village as may be expressed in the Village's comprehensive plan.

Section 12-16-4:C.5 of the Unified Development Code establishes Standards for Special Uses, which are intended to be used for evaluating Special Use Permit requests. The Standards are as follows:

12-16-4:C.5. Standards for Special Uses: The following standards for evaluating special uses shall be applied in a reasonable manner, taking into consideration the restrictions and/or limitations which exist for the site being considered for development:

1. **Preservation of Health, Safety, Morals, And Welfare:** The establishment, maintenance and operation of the special use will not be detrimental to or endanger the public health, safety, morals or general welfare.
2. **Adjacent Properties:** The special use should not be injurious to the use and enjoyment of other property in the immediate vicinity for the uses permitted in the zoning district.
3. **Orderly Development:** The establishment of the special use will not impede normal and orderly development or impede the utilization of surrounding property for uses permitted in the zoning district.
4. **Adequate Facilities:** Adequate utilities, access roads, drainage and other necessary facilities are in existence or are being provided.
5. **Traffic Control:** Adequate measures have been or will be taken to provide ingress and egress designed to minimize traffic congestion on the public streets. The proposed use of the subject site should not draw substantial amounts of traffic on local residential streets.
6. **Adequate Buffering:** Adequate fencing and/or screening shall be provided to ensure the right of enjoyment of surrounding properties to provide for the public safety or to screen parking areas and other visually incompatible uses.
7. **Conformance to Other Regulations:** The special use shall, in all other respects, conform to applicable provisions of this title or amendments thereto. Variation from provisions of this title as provided for in subsection 12-16-3A, "Variations", of this chapter, may be considered by the plan commission and the Village board of trustees as a part of the special use permit.

The applicant should be prepared to discuss how the project meets the above standards at the Plan Commission public hearing.

Recommendation

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

Motion to recommend approval of Case PC 22-01, a request for approval of a Preliminary Plat of Subdivision, in accordance with Chapter 12-8 of the Morton Grove Municipal Code, and Special Use Permits for a 24-unit mixed-use development with a bar and microbrewery (accessory use to a bar or restaurant) in a C/R Commercial/Residential District (12-4-3) with variations for number of detached accessory structures on a zoning lot (12-2-2), rear yard impermeable coverage (12-2-5), setback for open accessory parking spaces (12-2-6), location of outdoor seating areas in a public right of way (12-5-5), facade transparency (12-5-7), bedroom mix (12-5-7), public parkway trees (12-11-1), and parking lot screening abutting private property (12-11-3) for the property commonly known as 8500-8550 Lehigh Avenue) and a portion of Chestnut Street right of way located directly west of Lehigh Avenue right of way measuring approximately 0.531 acres in Morton Grove, Illinois, subject to the following conditions:

- 1. Prior to the issuance of a building permit, the applicant shall submit final site and engineering plans for review and approval by the Community Development Administrator, Village Engineer, and Village Administrator, and shall comply with all comments and recommendations provided by the Village Engineer in the staff report to the Traffic Safety Commission dated January 27, 2022, and the comments provided by the Village Engineer in the departmental comment form dated February 13, 2022, whether by strict or alternative compliance, subject to the Village Engineer's final approval.*
- 2. Conspicuous design elements shall be included in the final site design to provide awareness of the need to maintain the 24-foot-wide fire lane within the plaza clear of temporary or permanent fixtures that could interfere with emergency access, subject to review and approval by the Village Administrator.*
- 3. The applicant shall install signage indicating that parking, stopping, and standing are prohibited at any time along both north and south sides of the shared access drive. Additional measures shall be required if the Village observes an issue of vehicles parking, stopping, or standing within the shared access drive, subject to review and approval by the Village Administrator. The applicant shall be responsible for controlling the behavior of vehicles along this accessway.*
- 4. The applicant shall explore opportunities for additional parking within the Chestnut Street right of way to be vested to the Loyal Order of Moose (No. 376), including, but not limited to, parallel parking or an additional row of perpendicular parking. The final plan's parking and circulation layout shall not diverge significantly from the approved site plan and shall be subject to review and approval by the Village Administrator.*
- 5. The applicant shall locate the Moose Family Center trash enclosure to a location desirable to the Loyal Order of Moose (No. 376), subject to review and approval by the Village Administrator.*
- 6. The applicant shall size the stormwater detention facilities to accommodate the future redevelopment of the property at 6149 Chestnut Street and portion of Chestnut Street to be vested to the owner.*
- 7. The applicant shall bury existing aboveground utilities within the development site as required by the Village, subject to review and approval by the Village Administrator.*
- 8. Outdoor seating shall not be permitted on private or public property after 10:00 p.m. Noise shall be contained within the premises so as not to be a nuisance to nearby residents or neighbors.*
- 9. Approval shall be contingent on Board of Trustees approval of a vacation of a portion of Chestnut Street right of way located directly west of Lehigh Avenue right of way measuring approximately 0.531 acres, as presented under Case PC 22-01.*
- 10. All exterior garbage and recycling receptacles shall be lidded or shall be emptied or moved indoors overnight to prevent any environmental nuisance, including, but not limited to, overflowing and animal feeding.*
- 11. All commercial and residential uses on the site shall be provided recycling service.*
- 12. All deliveries to the site shall occur no earlier than 7:00 a.m. and no later than 7:00 p.m. No delivery vehicle shall park, stop, or stall on Lehigh Avenue or within the shared access drive for any period of time. All deliveries to the site shall occur in the designated loading zones or at alternative locations within the internal parking area, subject to delivery plan approval by the Village Administrator.*
- 13. The final landscape and improvement plan for the Lehigh Avenue right-of-way shall be modified as necessary to meet the needs and requirements of the Village, subject to review and approval by the Village Administrator.*
- 14. The Applicant shall advise the Department of Community and Economic Development of any proposed change in*

ownership or operation of the subject property. Such changes may subject the owners, lessees, occupants, and users to additional conditions and may serve as the basis for amendment to the Special Use Permit.

15. *(Any other conditions recommended by the Plan Commission)*

Attachment E
Final Plans and Supporting Documents for PC 23-17

1. Plat of Survey, prepared by Terra Technology Land Surveying, Inc., dated January 10, 2022
2. Preliminary Plat of Subdivision & Consolidation, 8500-8550 Lehigh Subdivision, dated December 28, 2021 (2 sheets)
3. Plat of Vacation of Road Right of Way within the Village of Morton Grove, Illinois, prepared by Terra Technology Land Surveying, Inc., dated December 28, 2021
4. Site Geometric and Paving Plan, prepared by RWG Engineering, LLC, dated January 11, 2022
5. Concept 1st Floor Plan – Building A, prepared by Gleason Architects, P.C., dated December 13, 2021
6. Concept 2nd and 3rd Floor Plan – Building A, prepared by Gleason Architects, P.C., dated December 13, 2021
7. Concept 1st Floor Plan – Building B, prepared by Gleason Architects, P.C., dated December 13, 2021
8. Concept 2nd and 3rd Floor Plan – Building B, prepared by Gleason Architects, P.C., dated December 13, 2021
9. Sheet L1.0 – Overall Landscape Plan, prepared by Heller & Associates, LLC, dated December 12, 2021
10. Sheet L1.1 – Foundation Landscape Plan: Building B, prepared by Heller & Associates, LLC, dated December 12, 2021
11. Sheet L1.2 – Foundation Landscape Plan: Building A, prepared by Heller & Associates, LLC, dated December 12, 2021
12. Sheet L1.3 – Landscape Details, Notes & Schedules, prepared by Heller & Associates, LLC, dated December 12, 2021
13. Morton Grove Mixed Use, Concept – East Elevation, Facing Lehigh Ave., Concept – Courtyard Elevations, prepared by Gleason Architects, P.C., dated August 23, 2023
14. Morton Grove Mixed Use, Concept – West Elevation, Facing Moose Lodge, Concept – North Elevation, Bldg. B, Concept – South Elevation, Bldg. A, prepared by Gleason Architects, P.C., dated August 23, 2023
15. Morton Grove Mixed Use, prepared by Gleason Architects, P.C., dated August 22, 2023, including:
 - a. Courtyard, Lehigh Ave.
 - b. East Elevation, Facing Lehigh Ave.
 - c. Northeast Elevation, Facing Lehigh Ave.
 - d. Southeast Elevation, Facing Lehigh Ave.
16. Morton Grove Residential – The Moose – 40' Box Truck Maneuvering Plan, prepared by RWG Engineering, LLC, dated February 11, 2022
17. Morton Grove Residential – The Moose – WB-40 Truck Maneuvering Plan, prepared by RWG Engineering, LLC, dated February 11, 2022
18. Morton Grove Residential – Residential – 40' Box Truck Maneuvering Plan, prepared by RWG Engineering, LLC, dated February 11, 2022
19. Morton Grove Residential – The Moose – Fire Truck Maneuvering Plan, prepared by RWG Engineering, LLC, dated February 11, 2022
20. Morton Grove Residential – Fire Truck Maneuvering Plan, prepared by RWG Engineering, LLC, dated February 11, 2022
21. Morton Grove Residential – The Moose – Garbage Truck Maneuvering Plan, prepared by RWG Engineering, LLC, dated February 11, 2022
22. Morton Grove Residential – Garbage Truck Maneuvering Plan, prepared by RWG Engineering, LLC, dated February 11, 2022
23. Morton Grove Mixed Use Parking Lot (Photometric Plan), prepared by KSA Lighting & Controls, dated December 20, 2021 (3 sheets)
24. Morton Grove – 8500 & 8550 Lehigh Avenue – Mixed Use Preliminary Engineering and Stormwater Summary, prepared by RWG Engineering, LLC, dated August 30, 2023
25. Mixed-Use Development Traffic Planning Study, Morton Grove, prepared by Kimley-Horn, dated January 2022
26. Memorandum Re: Trip Generation Comparison – Mixed-Use Transit Oriented Development (TOD), 8500-8550 Lehigh Avenue, Morton Grove, prepared by Kimley-Horn, dated August 28, 2023

Attachment E is on file with the Department of Community and Economic Development