



**VILLAGE BOARD OF TRUSTEES
REGULAR MEETING NOTICE/AGENDA
DECEMBER 12, 2023 - 7:00 PM**

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

In accordance with the Illinois Open Meetings Act, all Village Board and Commission meetings are open to the public. This meeting can be viewed remotely via the live stream link found at: www.mortongroveil.org/stream. (If an Executive Session is placed on the agenda, the meeting shall commence at 6:00 pm and the time between 6:00 pm and 7:00 pm shall be used for the Executive Session per 1-5-7A of the Village of Morton Grove Municipal Code. If the Agenda does not include an Executive Session, the meeting will begin at 7:00 pm.)

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Approval of Minutes** – Regular Meeting – November 28, 2023
- 4. Special Reports:** - None
- 5. Public Hearings** - None
- 6. Plan Commission Reports -**
 - a. **Plan Commission Case PC 23-16** - Request by the Village of Morton Grove for approval of a Text Amendment to the Unified Development Code (Title 12) to modify and establish regulations relating to short-term dwelling units. *Presented by Zoe Heidorn, Community Development Administrator.*
- 7. Residents' Comments (agenda items only)**
- 8. President's Report** – *Administration, Council of Mayors, Northwest Municipal Conference, Strategic Plan Committee*
 - a. Food Pantry Proclamation
 - b. Establishment of Village Board Meeting Dates for Calendar Year 2024
 - c. Administrative Appointments for Calendar Year 2024

- d. Board and Commission Chairperson and Vice Chair Appointments for Calendar Year 2024
- e. Board and Commission Meeting Dates for Calendar Year 2024
- f. Trustee Liaison Assignments for Calendar Year 2024
- g. Board and Commission Appointments
 - 1) Commission on Aging
Farooq Ahmed MD
Gladys Rosas
Mary Senkowski
 - 2) Community Relations Commission
Theresa Polyak, Chairperson
Iqra Azhar
Lisa Khabeer
Laurie Katz
Katherine Yi
 - 3) Environment and Natural Resources Commission
Tariq Puthawala
Jenny Cleary
Volha Liston
 - 4) Plan Commission/Zoning Board of Appeals
Mudassir Hussaini
 - 5) Traffic Safety Commission
Jeff Dahlberg
John Puljic

9. Clerk's Report – *Advisory Commission on Aging, Chamber of Commerce, Condominium Association*

10. Staff Report

a. Village Administrator

- 1) Reminder of December 26, 2023, Village Board Meeting Cancellation
- 2) Holiday Schedule 2024
- 3) **Ordinance 23-25** (*Introduced November 28, 2023*) (*Second Reading*): Exempting the Village of Morton Grove from the Requirements of the Illinois Paid Leave for All Workers Act

b. Corporation Counsel

11. Reports by Trustees

- a. **Trustee Khan** – *Finance Department, Appearance Commission, Capital Projects, Lehigh/Ferris TIF (Trustee Travis)*
 - 1) **Ordinance 23-26:** *(Introduced November 28, 2023) (Second Reading):* Authorizing the Transfer of Funds from the Lehigh Avenue/Ferris Avenue Tax Increment Financing District to the Lincoln Lehigh Tax Increment Financing District within the Village of Morton Grove, Cook County, Illinois
 - 2) **Ordinance 23-27:** *(Introduced November 28, 2023) (Second Reading):* Amending Title 1 Chapter 11 of the Municipal Code of the Village of Morton Grove to Update the Village Fee Schedule and Establish a Process to Permit Encroachments in the Public Right of Way
 - 3) **Ordinance 23-28:** *(Introduced November 28, 2023) (Second Reading):* Amending Title 1 Chapter 4 of the Municipal Code of the Village of Morton Grove.
 - 4) **Ordinance 23-29:** *(Introduced November 28, 2023) (Second Reading):* Amending Title 1, Chapter 10J, Local Motor Fuel Tax, Title 1, Chapter 10K, Prepared Food and Beverage Tax, and Title 1, Chapter 10P Local Packaged Liquor Tax of the Municipal Code of the Village of Morton Grove
 - 5) **Ordinance 23-30:** *(Introduced November 28, 2023) (Second Reading):* Amending Title 10 Entitled “Building and Construction Regulations” Chapter 10 Entitled “Sign Regulations” of the Municipal Code of the Village of Morton Grove
- b. **Trustee Minx** – *Fire Department, Fire Pension Board, Special Events Commission, RED Center, NIPSTA (Trustee Thill)*
- c. **Trustee Shiba** – *Building Department, Environment & Natural Resources Commission, Legal Department, IT Department (Trustee Witko)*
 - 1) **Resolution 23-52:** Authorizing a Contractual Agreement with Dell, Inc. to Provide for the Renewal of a Microsoft Enterprise Agreement for Microsoft Software Licensing for Operating and Productivity Software for All Village Desktop Computers
- 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 23-53:** Authorizing an Agreement with the Forest Preserve District of Cook County for the Albert-Davis Water Main Improvements Project
 - 2) **Resolution 23-54:** Authorizing a Contract with Swallow Construction Corporation for the Albert-Davis Water Main Improvements Project

- 3) **Resolution 23-55:** Authorizing the Execution of a Task Order with Ciorba Group, Inc. for Construction Engineering Services for the Albert-Davis Water Main Improvements Project
 - 4) **Resolution 23-56:** Authorizing the Sale of Surplus Public Works Vehicles
 - 5) **Resolution 23-57:** Authorizing the Acceptance of a Material Proposal from Compass Minerals America Inc. for the 2024 Road Rock Salt Purchasing Program
- 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 23-31:** *(Introduced November 28, 2023) (Second Reading):* An Ordinance Approving and Authorizing the Execution of an Economic Incentive and Tax Increment Allocation Financing Development Agreement by and between the Village of Morton Grove, Illinois, MHDC SLF LLC, and Metropolitan Housing Development Corporation, in regard to Certain Real Property located in the Lincoln/Lehigh Redevelopment Area and the Expenditure of Funds from the Lincoln/Lehigh Tax Increment Financing District Fund
 - 2) **Ordinance 23-32:** *(Introduced December 12, 2023) (First Reading):* An Ordinance Approving a Text Amendment to Modify and Establish Regulations Relating to Short-Term Dwelling Units in Morton Grove, Illinois.
 - 3) **Resolution 23-58:** Approving an Economic Incentive and Tax Increment Allocation Financing Development Agreement by and between the Village of Morton Grove, Illinois, and Metro on Main, LLC, in regard to Certain Real Property Located in the Lincoln/Lehigh Redevelopment Area and the Expenditure of Funds from the Lincoln/Lehigh Tax Increment Financing District Fund

12. Other Business

13. Presentation of Warrants: \$2,993,262.50

14. Residents' Comments

15. Adjournment

**MINUTES OF A REGULAR MEETING OF THE PRESIDENT
AND THE BOARD OF TRUSTEES OF THE VILLAGE OF MORTON GROVE
RICHARD T. FLICKINGER MUNICIPAL CENTER COUNCIL CHAMBERS
NOVEMBER 28, 2023**

CALL TO ORDER

- I. Village President Dan DiMaria convened the Regular Meeting of the Village Board at 7:00 p.m. in the Council Chambers of Village Hall.
- II. Village Clerk Eileen Harford called the roll. Present were Trustees Saba Khan, Rita Minx, John Thill, Connie Travis, and Janine Witko. Trustee Ashur Shiba was absent with notice.

III. **APPROVAL OF MINUTES**

Mayor DiMaria asked for a motion to approve the Minutes of the November 14, 2023 Village Board Meeting as presented. Trustee Minx so moved, and the motion was seconded by Trustee Thill. **Motion passed unanimously via voice vote (with 1 absent).**

IV. **SPECIAL REPORTS**

1. **Presentation of 2023 Fire Prevention Poster Contest Winners**
 - a. Mayor DiMaria called Fire Prevention Coordinator Rick Dobrowski to the podium to make this presentation. Rick thanked the Firefighters Association and noted they not only pay for the awards, they do all the judging. He also gave a shout-out to two principals here this evening, one from Jerusalem Lutheran and one from the MCC Academy.
 - b. Rick stated that there were approximately 250 participants in the poster contest this year, thanks in large part to the school principals now doing weekly e-letters to childrens' parents. He said that all the schools located in the Village were invited to participate. In this year's contest, the children could choose between several fire safety topics. The winning posters were based on whether the fire safety message was correct, whether the message was clear, and the quality of the artwork.
 - c. Winners were as follows:
 - **Aadil Abdul Jabbar**, Kindergarten, MCC Academy
 - **Adam Hassuneh**, First Grade, MCC Academy
 - **Haniya Suriya**, Second Grade, Hynes Elementary
 - **Iqra Puthawala**, Third Grade, MCC Academy
 - **Aleena Chaudhary**, Fourth Grade, Edison Elementary

IV.

SPECIAL REPORTS (continued)

- **Trinity Vo**, Fifth Grade, Jerusalem Lutheran
 - **Sophie Freytes**, Sixth Grade, Jerusalem Lutheran
 - **Esther Yoon**, Seventh Grade and Overall Winner, Jerusalem Lutheran
 - **Felix Lou**, Eighth Grade, Jerusalem Lutheran
- d. Rick and Chief Ensign gave each winner a plaque with a digitized photo of their winning photo, and each child got his picture taken with Rick. Rick thanked the Village Board for its support of the annual Fire Prevention Poster Contest, all the children who participated in the contest, and the parents, families, and teachers present tonight.

V.

PUBLIC HEARINGS

1. 2023 Property Tax Levy for the Village of Morton Grove
- a. Mayor DiMaria opened the Public Hearing on the 2023 Proposed Property Tax Levy and turned it over to Village Administrator Czerwinski, saying that this part of the meetings is more necessary than the poster contest, but not nearly as fun or exciting.
- b. Mr. Czerwinski stated that the amount necessary to be levied for the 2023 property tax is \$11,642,534 for Village operational expenses, \$661,213 for Village debt service, and \$3,728,019 for the Library. This results in a total levy of \$12,303,747 for the Village and \$3,728,019 for the Library, or a combined total of \$16,031,766. Mr. Czerwinski said, by law, the Village must levy an additional \$800,800 for Village debt service payments authorized by general obligation notes and bonds, increasing the levy (before abatements) to \$16,832,566.
- c. However, the Village Board intends to adopt a Resolution 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, which translates to an overall increase of 7.6% from the final extended tax levy from the previous year.
- d. Public notice of tonight's Public Hearing on the 2023 Property Tax Levy was published in the Chicago Tribune local newspaper on November 16, 2023.
- e. Mayor DiMaria asked if the Board had any questions; there were none. He asked for a motion to close this Public Hearing. Trustee Minx so moved, seconded by Trustee Witko.

Motion passed: 5 ayes, 1 absent.

Tr. Khan aye
 Tr. Thill aye

Tr. Minx aye
 Tr. Travis aye

Tr. Shiba absent
 Tr. Witko aye

VI.

PLAN COMMISSION REPORTS

NONE

VII.

RESIDENTS' COMMENTS (AGENDA ITEMS ONLY)

NONE

VIII.

PRESIDENT'S REPORT

1. Mayor DiMaria went to the podium to proclaim November 28, 2023 "Steven L. Blonz Day" in Morton Grove. He explained that Steve is a long-time community resident and supporter who has recently announced his retirement from active Village service. Steve has provided dedicated service to the Village from 1979 to the present, serving on a variety of Village organizations, boards, and commissions; most notably as a member of the Zoning Board of Appeals and the Plan Commission. He served as Chairperson of the Zoning Board of Appeals and Plan Commission from 1997 to 2004 and from 2016 to present. Steve was also a Village Trustee from 2004 to 2005.
- a. Mayor DiMaria said, during Steve's impressive tenure in service to the Village, he has unselfishly shared his expertise as a designer and architect, and had positive influence on almost every major project and development in the Village for over four decades! This includes the updating and modernization of the Village's zoning codes and development ordinances; the redevelopment of the Waukegan Road corridor, the Morton Grove Muslim Community Center, and the transformation of the outdated Waukegan/Dempster shopping center to the Sawmill Station retail and residential center.
- b. Steve also served as the Chairperson of the Village's 2023 Strategic Plan Advisory Committee. Through his attention to detail, outstanding leadership skills, and wise counsel, he has made an invaluable contribution to the fabric of our community. This proclamation is to honor Steve's selfless and generous donation of his time, professional talents, and leadership in making the Village of Morton Grove a more attractive and safer community in which to live, work, and raise families.
- c. Mayor DiMaria presented Steve with a copy of the Proclamation and a plaque with a gavel on it, noting the dates of his 39 years of service. He invited Steve to say a few words.
- d. Steve said he moved from Chicago to Morton Grove in 1968. He'd gone to a few meetings and decided he wanted to get more involved. He said it's been great working with this Board of Trustees and Mayor as well as past Boards and Mayors.
- e. Mayor DiMaria said the new Chairperson of the Zoning Board of Appeals and Plan Commission will be Chris Kitner, who has served on the Commission for several years under Steve's tutelage.

VIII.

PRESIDENT'S REPORT (continued)

2. Mayor DiMaria announced that Santa Claus would be coming to town on Saturday, December 2. He encouraged everyone to mark their calendars for the Santa Comes to Town Parade which will begin at Greenwood and Waukegan at 11:00 a.m. on December 2. His trip will end at Main Street and Austin Avenue between 1:15 and 1:30 p.m. Santa will then reappear at the Prairieview Community Center, 6834 Dempster, to greet families and give gifts to children receiving specially marked candy from the parade. Gift redemption is from 1:00–4:00 p.m. For a detailed map of Santa's route through town, please go to www.mortongroveil.org/santa.
3. Mayor DiMaria encouraged the community to support the Morton Grove Police Department's annual Toys for Tots drive. The MGPD's drive is affiliated with the US Marines Toys for Tots drive. New, unwrapped toys can be placed in the Toy Donation Box at the following locations until December 11:
 - MG Police Department: 6101 Capulina Avenue
 - MG Fire Department #4, 6250 Lincoln Avenue
 - MG Village Hall, 6101 Capulina Avenue
 - MG Park District, 6834 Dempster Street
 - MG Public Library, 6140 Lincoln Avenue
4. Mayor DiMaria also urged residents to participate in the Morton Grove Fire Department's annual Food and Gift Drive. The Firefighters' Association is collecting monetary donations to purchase gift cards, toys, and holiday meals for families in need until December 15. Checks should be made payable to Firefighters Association of Morton Grove. People can mail their donation to the address below or drop your check off. Any questions, please contact the MGFD at 847-470-5226.

Morton Grove Fire Station 4
 Attention: Food Drive
 6250 Lincoln Avenue
 Morton Grove, IL 60053

IX.

CLERK'S REPORT

Clerk Harford had no formal report this evening.

X.

STAFF REPORTSA. Village Administrator:

1. Village Administrator Czerwinski announced the holiday hours for Village Hall and Public Works:
 - December 25: Village Hall and Public Works are closed.
 - January 1, 2024: Village Hall and Public Works are closed.

X. **STAFF REPORTS** (continued)

A. **Village Administrator:** (continued)

2. Mr. Czerwinski said the Village will offer “holiday lights recycling” through February 1, 2024. There will be a bin in the lobby of Village Hall for people to place their non-working or unwanted holiday lights. He emphasized that it should be strings of lights ONLY—no garland or other adornment. This program is being brought to the Village by the Solid Waste Agency of Northern Cook County (SWANCC) and Elgin Recycling. Mr. Czerwinski said residents should **NOT** place holiday lights in their home recycling containers.
3. Mr. Czerwinski then presented for a first reading **Ordinance 23-25, Exempting the Village of Morton Grove from the Requirements of the Illinois Paid Leave For All Workers Act.**
 - a. He explained that this Ordinance will exercise the Village’s Home Rule Authority to exempt the Village from the provisions of the Illinois Paid Leave for All Workers Act for its own employees.
 - b. The Village has determined that applying the Act to its own employees on January 1, 2024, will negatively impact its governmental operations and affairs, especially its response to emergencies, and it will place an undue burden on the Village’s ability to provide uninterrupted services to its constituents. Paid leave will be provided to Village employees as set forth in the Village Personnel Policy Manual as amended from time to time. In no event shall the Village provide less than one day of paid leave per year to any employee.
 - c. Mr. Czerwinski said, as this is a first reading of this Ordinance, no action shall be taken tonight. The Ordinance will be voted on at the Board’s December 12, 2023 meeting.

B. **Corporation Counsel:**

Corporation Counsel Liston had no formal report this evening, but wanted to take a moment to thank Steve Blonz for his service and his mentoring. And even more importantly, for his friendship.

XI. **TRUSTEES’ REPORTS**

A. **Trustee Khan:**

Trustee Khan had six ordinances to present this evening and a resolution. Five ordinances are a first reading, with no action being taken this evening. She thanked Village staff for their hard work on all of these documents.

1. **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.**

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

A. Trustee Khan: (continued)

This is the second reading of this Ordinance.

- a. This Ordinance shows the Village's (including the Morton Grove Public Library) total budget for Calendar Year 2024 as \$88,356,976. Of that total, the General Fund's budget is \$37,921,684; the General Operations budget is \$20,435, 121; the TIF/Economic Development budget is \$15,162,339. \$10,963,600 is budgeted for Pensions and the Library's budget is \$3,874,232.

Trustee Khan moved to adopt Ordinance 23-21, seconded by Trustee Minx.

Motion passed: 5 ayes, 1 absent.

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

b. **Resolution 23-48, Tax Abatement Resolution For 2023 Tax Levy Relating to Ordinance 15-02.**

This Resolution authorizes the abatement (reduction) of taxes levied for 2023 which are collected in 2024 in the amount of \$800,800. The Village has chosen to pay for certain bond debt service payment from sources other than property taxes. In order for the County Clerk **not** to levy said debt service payments, it is necessary to pass this Resolution and to file a certified copy of it with the Cook County Clerk. The 2024 Budget has allocated \$800,800 from the Lehigh-Ferris TIF Fund to pay the debt service. The law requires the Village to levy taxes as required by Ordinance 15-02 but then may abate said taxes pursuant to a resolution which identifies the alternative sources of revenue. It then obligates the Village Treasurer to set aside and designated those funds to pay the required bond payments.

Trustee Khan moved to approve Resolution 23-48, seconded by Trustee Witko.

Motion passed: 5 ayes, 1 absent.

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

3. **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.**

This is the second reading of this Ordinance.

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

A. Trustee Khan: (continued)

- a. 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 results in 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 debt service payments authorized by general obligation notes and bonds for a total levy before abatements of \$16,832,566. However, the Village earlier this evening approve Resolution 23-48 which abated the amount of \$800,800, leaving the net levy as intended as \$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.

Trustee Khan moved to adopt Ordinance 23-22, seconded by Trustee Witko.

Motion passed: 5 ayes, 1 absent.

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

4. **Ordinance 23-26, Authorizing the Transfer of Funds from the Lehigh Avenue/Ferris Avenue Tax Increment Financing District to the Lincoln/Lehigh Tax Increment Financing District Within the Village of Morton Grove, Cook County, Illinois.**
- a. The Tax Increment Allocation Redevelopment Act allows the Village to transfer funds from one TIF District to a contiguous TIF District. This Ordinance will authorize the transfer of \$2,788,000 from the Lehigh/Ferris TIF to the Lincoln/Lehigh TIF. The funds will be used to further redevelopment projects within the TIF that receives the transferred funds. This is the first reading of this Ordinance, so no action will be taken this evening.
5. **Ordinance 23-27, Amending Title 1 Chapter 11 and Title 1 Chapter 1 Section 9 of the Municipal Code of the Village of Morton Grove to Update the Village Fee Schedule and Establish a Process to Permit Encroachments in the Public Right of Way.**
- a. In June of 2020, pursuant to Ordinance 20-12, the Village Board amended Title 1 of the Village Code to add a new Chapter 11 entitled "Fees." The intent of the Ordinance was to provide a comprehensive fee schedule for various licenses, permits, and services authorized by the Code set forth in one location of the Village Code, so fees can easily be referenced by the public and annually reviewed by Village staff as part of the annual budget process. At the direction of the Village President and Village Board, Village staff has reviewed Title 1, Chapter 11 of the Code to ensure such fees are consistent with fees assessed by State statutes and other municipalities for similar services, and which reflect the costs for the Village to administer the services related to said fees.

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

A. Trustee Khan: (continued)

- b. This Ordinance increases the Village's water and sewer rates by 3.0%, the Solid Waste collection fee by 5%, and increases numerous other fees as set forth in the Ordinance. This Ordinance also amends Title 7, Chapter 1, Section 9 to authorize encroachment in the public right of way pursuant to a written agreement with the Village and the payment of a permit fee. This is the first reading of this Ordinance, so no action will be taken this evening.

6. **Ordinance 23-28, Amending Title 1, Chapter 4 of the Municipal Code of the Village of Morton Grove.**

- a. This Ordinance approves a Text Amendment to Title 1, Chapter 4 of the Morton Grove Municipal Code to update the fine schedule and other penalties for violation of the Municipal Code.
- b. Monetary penalties assessed against minors (18 years and under) are often paid by the offender's parents or guardians, and do not always deter the offender from committing future violations. This Ordinance will give the court or adjudication hearing officer the option to require additional or alternative actions including community service, participation in treatment for mental health, substance use and other appropriate activities. The intent of these alternate remedies is to avert health or substance abuse related issues to support systems and resources they may not otherwise receive. This Ordinance will amend Title 1, Chapter 4, Section 1 to give the court or the adjudication hearing officer the option to require additional or alternative actions to fines, including community service, participation in treatment for mental health, substance use, and other appropriate activities for minors and non-minors in appropriate circumstances. This is the first reading of this Ordinance, so no action will be taken this evening.

7. **Ordinance 23-29, Amending Title 1, Chapter 10J, "Local Motor Fuel Tax" and Title 1, Chapter 10K, "Prepared Food and Beverage Tax, and Title 1, Chapter 10P, "Local Packaged Liquor Tax" of the Municipal Code of the Village of Morton Grove.**

- a. The Village currently imposes a Local Motor Fuel Tax of four cents (\$0.04) per gallon of gas, a Municipal Prepared Food and Beverage Tax of one percent (1%) of the purchase price of prepared food and alcoholic liquor, and a Local Packaged Liquor Tax of one percent (1%) of the purchase price of packaged liquor within the Village. These taxes are paid by residents and non-residents of the Village and have diversified the Village's revenue base and reduced its dependency on property taxes.
- b. Due to recent inflationary pressures and rising pension and health insurance costs, additional revenue is needed to balance the 2024 Village Budget. To partially offset the shortfall, the Village Administrator has recommended increases in the Local Motor Fuel Tax, the Municipal Prepared Food and Beverage Tax, and the Local Packaged Liquor Tax.

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

A. Trustee Khan: (continued)

- c. Increasing the Local Fuel Tax rate by an additional penny per gallon will generate an additional \$100,000 in revenue; increasing the Prepared Food and Beverage Tax rate by an additional 1% (except for purchases through catering facilities) will generate an additional \$600,000 in revenue; and increasing the Local Packaged Liquor Tax by an additional 1% will generate an extra \$30,000 in revenue. This Ordinance will increase these local taxes effective January 1, 2024 and are expected to raise an additional \$730,000 per year to support Village operations. This is the first reading of this Ordinance, so no action will be taken this evening.
8. **Ordinance 23-30, Amending Title 10 Entitled "Building and Construction Regulations," Chapter 10 Entitled "Sign Regulations" of the Municipal Code of the Village of Morton Grove.**
- a. Staff continuously reviews the signage regulations established in Chapter 10-10 of the Municipal Code to ensure they are kept current and address emerging issues. As the Village seeks to reduce visual clutter along its commercial and industrial corridors, staff is recommending certain modifications to Chapter 10-10 to improve the Village's control of certain signage types and to simplify regulations to enhance enforcement efforts. The proposed amendment was designed to achieve the following:
 - b.
 - Exempt all window signage from permitting and simplify dimensional requirements for easier enforcement
 - Address and control the proliferation of graphic vinyl or similar window coverings
 - Address and control solid-color window screening appliques, especially for public and first responder safety
 - Prohibit series LED lighting (rope lighting) and neon tubing used to accentuate window, buildings, and signage
 - Prohibit new box signs
 - Establish regulations for drive-through establishment signage
 - Simplify temporary signage regulations and reduce maximum periods of installation.
 - c. At the request of Village staff, the Appearance Commission reviewed the proposed amendment at their regularly scheduled meeting on November 7, 2023, and voted unanimously to recommend approval of the amendment as presented. If approved by the Village Board, staff will notify commercial and industrial property owners of the modified sign regulations by mail and will provide direct guidance as needed. This is the first reading of this Ordinance, so no action will be taken this evening.
9. Trustee Khan noted that she had previously served on the Zoning Board of Appeals/Plan Commission and warmly thanked Steve Blonz for his mentorship during her tenure there.

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

B. **Trustee Minx:**

Trustee Minx had no formal report, but thanked Steve Blonz for his leadership and thoroughness, and wished him a happy retirement.

C. **Trustee Shiba:**

Trustee Shiba was absent—no report this evening.

D. **Trustee Thill:**

1. Trustee Thill presented **Resolution 23-49, Authorizing the Execution of a Service Contract With Municipal GIS Partners, Inc. For Geographic Information System Services.**
 - a. The Village has been a member of the Geographic Information System Consortium (GISC) since 2002 to reduce the costs of implementing GIS technology by participating in collective bargaining, group training, joint purchasing, and development and innovation sharing. Municipal GIS Partners, Inc. has been the service provider for GIS services to GISC since the GISC began in 1999. The contract term is from January 1, 2024 to December 31, 2024. The contract also includes optional renewal terms for successive one-year periods. All Village Departments utilize the GIS system, as well as Village residents and businesses. The financial impact of this contract is \$91,989.72.

Trustee Thill moved, seconded by Trustee Minx, to approve Resolution 23-49.

Motion passed: 5 ayes, 1 absent.

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

2. Trustee Thill said that he has “watched Steve Blonz herd cats” for years. He thanked Steve for all he’s done and told him to enjoy retirement.

E. **Trustee Travis:**

1. Trustee Travis presented **Resolution 23-50, Authorizing a Contract with DNA Labs International, Deerfield Beach, Florida for DNA Analysis of Evidence.**

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

E. Trustee Travis: (continued)

- a. Trustee Travis explained that the Morton Grove Police Department is investigating the 1979 murders of Susan Ovington and Yvonne Bender and has recovered certain evidence items during that investigation that need specialized DNA analysis to help identify potential suspect(s). The Police Chief has recommended the Village engage DNA Labs International of Deerfield Beach, FL ("DNA Labs") to perform this analysis. DNA Labs International is a well-regarded laboratory specializing in advanced methods of DNA extraction and analysis for evidence that has a high probability of having significantly degraded DNA, which standard laboratories are not set up to process. DNA Labs International uses specialized processing methods to collect the DNA from items having potential evidentiary value and can identify DNA from fingernail clippings, clothing, hair, and other items.
- b. Because of this specialized analysis, the Village Administrator has determined that DNA Labs is a Sole Source Vendor, thereby obviating the need for the Village to undergo the competitive bidding process outlined in the Village Code. The cost for this work is estimated to be \$54,960. Season of Justice (SOJ), a nonprofit organization that provides funding to help solve cold cases, has awarded the Village a grant of \$18,430 for DNA analysis in the Ovington and Bender murder investigations, reducing the Village's costs to complete this analysis to \$36,530.

Trustee Travis moved, seconded by Trustee Witko, to approve Resolutions 23-50.

Motion passed: 5 ayes, 1 absent.

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

- c. Mayor DiMaria commented that this case comes up annually. He said he wanted to assure everyone that the Morton Grove Police Department has **not** let this case go and has never given up. This is part of the process. He said the Village understands how critical this is to the families involved, and reiterated this is another step in finally getting the murders resolved.
2. Next, Trustee Travis presented **Resolution 23-51, Authoring a Contract with SAE Customs, Inc. for the Change-Over of Equipment for New Patrol Vehicles.**
 - a. She explained that replacement vehicles have been purchased to replace three MGPD squad cars which have surpassed their useful life due to age and high mileage. In order to place the new vehicles into service, the department must undergo a changeover process to remove specialized equipment from the older vehicles and install it in the new vehicles. The Police Department has solicited quotes and received proposals from companies specializing in changeovers for police department vehicles.

XI. **TRUSTEES' REPORTS** (continued)E. Trustee Travis: (continued)

- b. Chief Simo has determined that the quote provided by SAE Customs, Inc. of Volo, IL, in the amount of \$39,597.46, although not the lowest-priced proposal, best met the Department's needs, as SAE Customs, Inc. could perform the changeovers within the next two months, whereas the lowest bidder has a wait list of approximately one year. SAE Customs, Inc. has over 15 years of service and a good reputation for providing high quality changeovers for various emergency vehicles in a timely manner. Although competitive bidding requirements for contracts over \$25,000 were not met, the Village Administrator recommends the Board waive these requirements due to the solicitation of quotes performed by the MGPD, the Department's extensive analysis of the qualified vendors' service, and the recommendation of the Police Chief that SAE Customs, Inc. best meets the Department's needs at this time. This Resolution will authorize a contract for the changeover of three vehicles pursuant to SAE Customs, Inc.'s quote of \$39,597.46. An affirmative vote of at least 3/5ths of the Corporate Authorities (5 votes including the Mayor) is required to waive the Competitive Purchasing Requirements of the Code.

Trustee Travis moved to approve Resolutions 23-51, seconded by Trustee Thill.

Motion passed: 6 ayes, 1 absent.

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

3. Trustee Travis wished Steve Blonz well and thanked him for his years of dedication.

F. Trustee Witko:

1. Trustee Witko presented **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, IL.**

This is the second reading of this Ordinance.

- a. This Text Amendment authorizes temporary accessory uses, provides greater control over detached accessory structures on residential lots, prohibits new massage establishments, limits parking and storage activities for contractors' 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.

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

F. Trustee Witko: (continued)

Trustee Witko moved to adopt Ordinance 23-23, seconded by Trustee Travis.

Motion passed: 5 ayes, 1 absent.

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

2. Next, Trustee Witko presented **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.**

This is the second reading of this Ordinance.

- a. She explained that MHDC SLF LLC (the “Applicant”) had submitted complete applications seeking approval of a Preliminary and Final Plat of Subdivision and Special Use Permits for property at 8500–8550 Lehigh Avenue, and a portion (approximately 0.531 acres) of the Chestnut Street right of way located directly west of the Lehigh Avenue right of way approved for vacation under Ordinance 22-02. A 24-unit mixed-use development was previously proposed by the Applicant for this property and was approved. The Applicant is proposing modifications to the project due to increased construction costs and a gap in financing.
- b. The Applicant proposed to acquire 2.049 acres of Village-owned property and the Chestnut Street right of way for 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. Site improvements will include a pedestrian plaza, parking areas, carports, a shared access drive, and landscaped 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.
- c. 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, façade transparency, bedroom mix, building height, public parkway trees, and parking lot screening abutting private property.

Trustee Witko moved, seconded by Trustee Travis, to adopt Ordinance 23-24.

- d. Trustee Thill asked if a decision had been reached about naming the street. Mr. Czerwinski said the Moose wants to maintain their Chestnut Street address, so it will continue as Chestnut Street.

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

F. Trustee Witko: (continued)

Upon the vote, the motion passed: 5 ayes, 1 absent.

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

3. Lastly, Trustee Witko introduced **Ordinance 21-31, Approving and Authorizing the Execution of an Economic Incentive and Tax Increment Allocation Financing Development Agreement By and Between the Village of Morton Grove, IL, MHDC SLF LLC., and Metropolitan Housing Development Corporation, in Regard to Certain Real Property Located in the Lincoln/Lehigh Tax Increment Redevelopment Area, and the Expenditure of Funds From the Lincoln/Lehigh Tax Increment Financing District Fund.**
 - a. She explained that, earlier this year, in February of 2023, the Village Board approved an economic incentive agreement for the development of a 24-unit mixed-use development at 8500-8500 Lehigh Avenue. In addition to the residential units, a coffee shop, microbrewery, private banquet room, and café/bar would be located on the property. That agreement was not executed due to the project design and timeline. The developer then proposed a project with 36 residential units (including 9 affordable housing units) and a coffee shop, microbrewery, etc.
 - b. The developer has represented, and the Village has verified, that the Development is not financially feasible and cannot be constructed as proposed without Village assistance. The developer submitted a TIF application demonstrating that financial assistance is necessary for the development to generate a reasonable rate of return. The application was reviewed by Kane McKenna and Associates, who determined that the level of TIF assistance to be provided by the Village is reasonable. The total project cost for the development is estimated to be \$14.7 million. The Village's TIF assistance will account for approximately 12.24% of the total development costs.
 - c. The developer and Village staff negotiated an Economic Incentive and Tax Increment Allocation Financing Development Agreement which provides the following:
 - The Village will sell the Village Property to the owner for \$1 million, subject to a note and mortgage for the full purchase price to be held by the Village;
 - The owner and developer will develop, construct, operate, and maintain the development as approved pursuant to Ordinance 23-34.
 - Upon completion of the Development, including the 9 affordable housing units, the Village will reimburse the owner and developer for up to \$1.8M in TIF-eligible expenses.
 - Any Illinois Affordable Housing Tax Credits received by the Village relating to the Development shall be donated to the Developer.
 - The owner's note to the Village shall be forgivable at a rate of 75% of the Village's share of state and local sales taxes generated by the Development.

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

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

Trustee Witko said, as this is the first reading of this Ordinance, no action will be taken tonight.

3. Trustee Witko noted that she, too, had served on the Plan Commission and had gained a great deal of knowledge from Steve Blonz. She thanked him and wished him well in his retirement.

XII. **OTHER BUSINESS**

NONE

XIII. **WARRANTS**

Trustee Khan presented the Warrant Register for November 28, 2023 in the amount of \$185,150.30. She moved to approve the Warrant Register as presented, seconded by Trustee Minx.

Motion passed: 5 ayes, 1 absent.

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

XIV. **RESIDENTS' COMMENTS**

NONE

XV. **ADJOURNMENT**

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

The meeting adjourned at 7:53 p.m.

PASSED this 12th day of December, 2023.

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

APPROVED by me this 12th day of December, 2023.

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

APPROVED and FILED in my office this 13th day of December, 2023.

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

Minutes by Teresa Cousar

Proclamation

Village of Morton Grove

WHEREAS the Niles Township Food Pantry initially started out in the basement of the Niles Township building at 5255 Lincoln in Skokie, with a shelf containing some canned goods, just in case someone was in need. It then grew to the back room of the Township's building with one full-time employee; and

WHEREAS, in 2009, Niles Township re-established the Food Pantry in their annex building at 8341 Lockwood (the former site of a day-care facility); and

WHEREAS, in 2022, the Food Pantry served some 3,000 separate households — about 8 percent of total households in Niles Township, as many families rely on the Pantry on a regular basis and even more so during these difficult times; in 2022 the Pantry distributed just under 1.7 million pounds of food where about half of all households in our coverage area use food stamps; and

WHEREAS, there continues to be a profound demand for emergency food due to multiple factors leading to a challenging economy, and the demand to operate food banks, like the Niles Township Food Pantry, is more critical than ever; and

WHEREAS, the Pantry continues to provide meaningful volunteer service and in-pantry shopping to those who are food insecure; and

WHEREAS, the Niles Township Food Pantry Foundation is collecting monetary donations this year to purchase holiday gift cards so children from families in need can enjoy the upcoming holidays; in 2022, more than 1,000 children were able to receive a gift because of this drive, and

WHEREAS, the Food Pantry is run and supported by Niles Township Government; and

WHEREAS, food, and other services provided to Food Pantry clients are paid for out of the Niles Township Food Pantry Foundation, a 501c-3 charitable corporation.

NOW, THEREFORE, I, DAN DIMARIA, Mayor of the Village of Morton Grove, do hereby proclaim the month of December 2023 as

FOOD PANTRY AWARENESS MONTH

in the Village of Morton Grove and urge all residents to support the efforts of the Niles Township Food Pantry by making a monetary donation to the Food Pantry holiday drive and by donating whenever possible non-perishable food items.

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

Daniel P. DiMaria, Village President



LEGAL NOTICE

**THE REGULAR MEETINGS OF THE BOARD OF TRUSTEES
OF THE VILLAGE OF MORTON GROVE FOR 2024 WILL BE HELD
ON THE SECOND AND FOURTH TUESDAY OF THE MONTH
AT THE RICHARD T. FLICKINGER MUNICIPAL CENTER
6101 CAPULINA AVENUE, MORTON GROVE, ILLINOIS**

All Village Board meetings begin at 6:00 pm with the first hour reserved for closed “Executive Sessions”, if needed. The remainder (public portion) of the meetings shall begin at 7:00 pm in the Council Chambers. The 2024 meeting schedule is as follows:

January 9 January 23	July 9 July 23
February 13 February 27	August 13 August 27
March 12 March 26	September 10 September 24
April 9 April 23	October 8 October 22
May 14 May 28	November 12 November 26
June 11 June 25	December 10 December 24 (Canceled)

**VILLAGE ADMINISTRATIVE APPOINTMENTS
EFFECTIVE JANUARY 1, 2024 THROUGH DECEMBER 31, 2024**

Village Administrator

Corporation Counsel

Finance Director/Treasurer

Fire Chief

Chief of Police

Director of Public Works

Ralph E. Czerwinski

Teresa Hoffman Liston

Hanna Sullivan

Ralph Ensign

Michael Simo

Michael Lukich

Daniel P. DiMaria, Village President

**VILLAGE BOARDS AND COMMISSIONS
CHAIRPERSON APPOINTMENTS
EFFECTIVE JANUARY 1, 2024 THROUGH DECEMBER 31, 2024**

Advisory Commission on Aging	Hope Hornstein - Chairperson
Appearance Commission	John Pietron - Chairperson Bill Zimmer - Vice-Chairperson
Community Relations Commission	Theresa Polyak - Chairperson
Economic Development Commission	Mark Fernandez- Chairperson
Environment & Natural Resources Commission	Georgianne Brunner - Chairperson
Fire and Police Commission	Michael Simkins - Chairperson
Plan Commission/Zoning Board of Appeals	Chris Kintner - Chairperson
Special Events Commission	Paul Minx - Chairperson
Traffic Safety Commission	Keith White - Chairperson

Daniel P. DiMaria, Village President

2024 VILLAGE BOARD AND COMMISSION MEETING SCHEDULE

The Regular Meetings of the Following Boards and Commissions of
The Village of Morton Grove
Will Be Held at the Following Times and Locations

	TIME	DATES	LOCATION	STAFF LIASON
Advisory Commission on Aging	1:00pm	2nd Tuesday of the month	Civic Center	Tom Friel
Appearance Review Commission	7:00pm	1st Tuesday of the month	Council Chambers	Zoe Heidorn
Community Relations Commission	6:30pm	3rd Monday of January, March, May, July, September, & November	Scanlon Conference Room	Terry Liston
Economic Development Commission	7:00pm	2nd Monday of the month	Scanlon Conference Room	Zoe Heidorn
Environment & Natural Resources Commission	6:00pm	1st Monday of February, April, June, August, October & December	Scanlon Conference Room	Terry Liston
Fire and Police Commission	1:00pm	4th Tuesday of the month	Fire Station #4	Mike Simo Ralph Ensign
Fire Pension Board		Quarterly- varies	Fire Station #4	Hanna Sullivan
Plan Commission	7:00pm	3rd Tuesday of the month	Council Chambers	Zoe Heidorn
Police Pension Board		Quarterly- varies	Police Station	Hanna Sullivan
Special Events Commission	6:00pm	3rd Monday of February, April, June, August, October & December	Public Works, 7840 Nagle	Tom Friel
Traffic Safety Commission	7:00pm	1st Thursday of the month	Council Chambers	Chris Tomich
Zoning Board of Appeals	7:00pm	3rd Tuesday of the month	Council Chambers	Zoe Heidorn



2024

Village Board Liaison Assignments

President DiMaria

Administration Department
Council of Mayors
NWMC
Strategic Plan

Clerk Harford

Family & Senior Services
Advisory Commission on Aging
Condo Association

Trustee Khan

Finance Department
Appearance Commission
Lehigh/Ferris TIF

Trustee Thill

Public Works Department
SWANCC
MG-Niles Water Commission
Traffic Safety Commission

Trustee Minx

Fire Department
Fire Pension Board
Fire & Police Commission
Special Events Commission
RED Center
NIPSTA

Trustee Travis

Police Department
Police Pension Fund
Fire & Police Commission
Community Relations Commission

Trustee Shiba

Building Department
Environment & Natural Resources
Legal Department
IT Department
Sawmill Station TIF

Trustee Witko

Community & Economic Development Department
Economic Development Commission
Plan Commission / Zoning Board
Lincoln/Lehigh TIF

MEMORANDUM

TO: All Village Employees
FROM: Ralph E. Czerwinski, Village Administrator
CC: Village President and Board of Trustees
DATE: December 12, 2023
RE: 2024 Holiday Schedule

To simplify planning for the coming year, the following list of days Village Hall will be closed is as follows:

	<u>Official Holiday Date</u>	<u>Village Hall Closed</u>
New Year's Day	Monday, January 1	Monday, January 1
Memorial Day	Monday, May 27	Monday, May 27
Fourth of July	Thursday, July 4	Thursday, July 4
Labor Day	Monday, September 2	Monday, September 2
Thanksgiving Day	Thursday, November 28	Thursday, November 28
Friday after Thanksgiving	Friday, November 29	Friday, November 29
Christmas Day	Wednesday, December 25	Wednesday, December 25

If you have any questions or concerns relative to these dates, please do not hesitate to contact my office.

Legislative Summary

Ordinance 23-25

EXEMPTING THE VILLAGE OF MORTON GROVE FROM THE REQUIREMENTS OF THE ILLINOIS PAID LEAVE FOR ALL WORKERS ACT

Introduction:	November 28, 2023
Purpose:	To exercise the Village's Home Rule Authority to exempt the Village from the provisions of the Illinois Paid Leave for All Workers Act for its own employees
Background:	<p>The State of Illinois has passed Public Act 102-1143, the Illinois Paid Leave for All Workers Act ("Act"), 820 ILCS 192/1 et seq., effective January 1, 2024. The Village currently provides reasonable paid leave benefits to its employees. The Act requires the Village and other employers to provide additional paid leave to some of its employees and modifies the scope of paid leave benefits and the circumstances when paid leave benefits can be used. Under the Act, an employee is not required to provide a reason for taking unscheduled statutorily required paid leave, and in certain circumstances is not required to provide advance notice.</p> <p>The State did not make the necessary appropriations or include statutory language exempting the Act from the Illinois State Mandates Act and did not include any express limitation on the Village's home rule authority as required by Article VII, Section 6 of the Illinois Constitution.</p> <p>The Village has determined that applying the Act to its own employees on January 1, 2024, will negatively impact its governmental operations and affairs, especially its response to emergencies and will place an undue burden on the Village's ability to provide uninterrupted services to its constituents. The Village therefore deems it necessary to exercise its home rule authority to maintain the status quo with respect to the current level of employee leave benefits before the Act takes effect on January 1, 2024. This ordinance is an exercise of the home rule authority under the Illinois Constitution and will exempt the Village from following the provisions of the Illinois Paid Leave for All Workers Act for its own employees. Paid leave will be provided to Village employees as set forth in the Village Personnel Policy Manual as amended from time to time. However, in no event shall the Village of Morton Grove provide less than eight (8) hours of paid leave per year to any Village employee who has completed one (1) full year of continuous employment with the Village.</p>
Dept Affected	All Village Departments
Fiscal Impact:	N/A
Funding Source:	N/A
Workload Impact:	The Village Administrator shall implement this Ordinance as part of his normal activities.
Administrator Recommendation:	Approval as presented
Second Reading:	December 12, 2023,
Special Requirement:	None

ORDINANCE NO. 23-25

EXEMPTING THE VILLAGE OF MORTON GROVE FROM THE REQUIREMENTS OF THE ILLINOIS PAID LEAVE FOR ALL WORKERS ACT

WHEREAS, the Village of Morton Grove is a home rule municipality pursuant to Article VII, Section 6 of the Illinois Constitution and, by extension, may exercise any power or perform any function pertaining to its government and affairs; and

WHEREAS, the State of Illinois has passed the Illinois Paid Leave for All Workers Act ("Act"), 820 ILCS 192/1 et seq., effective January 1, 2024, which requires employers like the Village to provide certain paid leave to some of its employees; and

WHEREAS, the Act will modify the scope of benefits provided to some of the Village's employees, including the circumstances under which paid leave benefits can be used; and

WHEREAS, the State did not make the necessary appropriations or include statutory language exempting the Act from the Illinois State Mandates Act; and

WHEREAS, the Act does not include any express limitation on the Village's home rule authority as required by Article VII, Section 6 of the Illinois Constitution; and

WHEREAS, the Village has determined that applying the Act to its own employees on January 1, 2024, will negatively impact its governmental operations and affairs and place an undue burden on the Village's ability to provide uninterrupted services to its constituents; and

WHEREAS, the Village currently provides reasonable paid leave benefits to its employees; and

WHEREAS, the Village also deems it necessary to exercise its home rule authority in order to maintain the *status quo* with respect to the current level of employee leave benefits before the Act takes effect on January 1, 2024; and

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

SECTION 1. RECITALS. The recitals above shall be and are hereby incorporated in this Section 1 as if reinstated herein.

SECTION 2. EXEMPTION FROM STATUTE. Pursuant to the Village's home rule authority under the Illinois Constitution, the Village declares that it is exempt from following the provisions of the Illinois Paid Leave for All Workers Act for its own employees.

SECTION 3. PAID LEAVE POLICY. The Village of Morton Grove hereby adopts its current paid leave policy for all Village employees as set forth in the Village Personnel Policy Manual as the same may be amended from time to time. However, in no event shall the Village of Morton Grove provide less than eight (8) hours of paid leave per year to any Village employee who has completed one (1) full year of continuous employment with the Village.

SECTION 4. SEVERABILITY. If any portion, section, or clause of this Ordinance is held invalid, the remainder shall continue in full force and effect without affecting the validity of the remaining portions of the Ordinance.

SECTION 5. 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 12th day of December 2023.

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

Approved by me this 12th day of December 2023.

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

Attested and Filed in my office this
13th day of December 2023.

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

Legislative Summary

Ordinance 23-26

AUTHORIZING THE TRANSFER OF FUNDS FROM THE LEHIGH AVENUE/FERRIS AVENUE TAX INCREMENT FINANCING DISTRICT TO THE LINCOLN LEHIGH TAX INCREMENT FINANCING DISTRICT WITHIN THE VILLAGE OF MORTON GROVE, COOK COUNTY, ILLINOIS.

Introduced	November 28, 2023
Purpose:	To authorize separate transfers of revenue from the Lehigh/Ferris TIF District to the Lincoln Lehigh TIF District.
Background:	The Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et. seq. allows the Village to transfer funds from one TIF District to a contiguous TIF District(s). This ordinance will authorize the transfer of \$2,788,000 from the Lehigh/Ferris TIF to the Lincoln Lehigh TIF. The funds will be used to further redevelopment projects within the TIF that receives the transferred funds.
Programs, Departments or Groups Affected	Finance Department, Village Administrator, Legal Department, and Community and Economic Development.
Fiscal Impact:	None
Source of Funds:	Budget Transfers
Workload Impact:	The Finance Department will handle the transferring of these funds as part of their normal workload.
Administrator Recommendation:	Approval as presented.
Second Reading:	December 12, 2023
Special Considerations or Requirements:	None

ORDINANCE 23-26

AUTHORIZING THE TRANSFER OF FUNDS FROM THE LEHIGH AVENUE/FERRIS AVENUE TAX INCREMENT FINANCING DISTRICT TO THE LINCOLN LEHIGH TAX INCREMENT FINANCING DISTRICT WITHIN THE VILLAGE OF MORTON GROVE, COOK COUNTY, ILLINOIS.

WHEREAS, the Village of Morton Grove, Cook County, Illinois (the “Village”) is a home rule unit of government as is provided by Article VII, Section 6 of the Illinois Constitution of 1970 and as a home rule unit of government, the Village 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 Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et. seq.* (the “TIF Act”), allows revenue to be transferred between contiguous TIF Districts; and

WHEREAS, the Lehigh/Ferris TIF District is contiguous to the Lincoln Lehigh TIF District; and

WHEREAS, the Village created the Lincoln Lehigh TIF District to continue redevelopment projects for the enhancement of the Village; and

WHEREAS, based upon the foregoing, the Village President (the “President”) and the Board of Trustees of the Village (the “Village Board”) have determined it is in the best interests of the Village and its residents to transfer funds from the Lehigh/Ferris TIF District to the Lincoln Lehigh TIF District.

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, by reference, the foregoing preambles into this Ordinance as though fully set forth therein thereby making the findings as hereinabove set forth.

SECTION 2: The Village Treasurer/Finance Director is authorized to transfer two million seven hundred eighty-eight thousand dollars (\$2,788,000) from the Lehigh/Ferris TIF District to the Lincoln Lehigh TIF District

SECTION 3: Conflicting ordinances or pertinent portions thereof in effect at the time this ordinance takes effect are hereby repealed.

SECTION 4: The Village is taking this action as an exercise of its home rule authority, and in accordance with the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et. seq.* and applicable redevelopment plans.

SECTION 5: This Ordinance shall be in full force and effect from and upon its passage and approval as provided by law.

Passed this 12th day of December 2023

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

Approved by me this 12th day of December 2023

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

Attested and Filed in my office this
13th day of December 2023

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

Legislative Summary

Ordinance 23-27

AMENDING TITLE 1 CHAPTER 11 AND TITLE 7 CHAPTER 1 SECTION 9 OF THE MUNICIPAL CODE OF THE VILLAGE OF MORTON GROVE TO UPDATE THE VILLAGE FEE SCHEDULE AND ESTABLISH A PROCESS TO PERMIT ENCROACHMENTS IN THE PUBLIC RIGHT OF WAY

Introduction:	November 28, 2023
Purpose:	To approve a Text Amendment to Title 1 Chapter 11 of the Morton Grove Municipal Code to update the fee schedule for various licenses, permits and services authorized by the Code.
Background:	On June 22, 2020, pursuant to Ordinance 20-12, the Village Board amended Title 1 of the Village Code to add a new Chapter 11 entitled “Fees”. The intent of Ordinance 20-12 was to provide a comprehensive fee schedule for various licenses, permits, and services authorized by the Code set forth in one location of the Village Code so fees can be easily referenced by the public and annually reviewed by Village staff as part of the annual budget process. At the direction of the Village President and Village Board of Trustees, the Village staff has reviewed Title 1 Chapter 11 of the Village Code to ensure such fees are consistent, with fees assessed by State statutes and other municipalities for similar services and reflect the costs for the Village to administer services related to said fees. This Ordinance increases the Village’s water and sewer rates by 3.0%, the Solid Waste collection fee by 5%, and numerous other fees as set forth in the Ordinance. This Ordinance also amends Title 7, Chapter 1, Section 9 to authorize encroachment in the public right of way pursuant to a written agreement with the Village and the payment of a permit fee.
Programs, Departments or Groups Affected	Administration and Finance
Fiscal Impact:	Estimated increased in revenue \$400,000.00
Source of Funds:	N/A
Workload Impact:	The Finance Department will implement these increases as part of its normal duties
Administrator Recommend:	Approval as presented
Second Reading:	December 12, 2023
Special Considerations or Requirements:	None

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

ORDINANCE 23-27
AMENDING TITLE 1 CHAPTER 11 AND TITLE 7 CHAPTER 1 SECTION 9
OF THE MUNICIPAL CODE OF THE VILLAGE OF MORTON GROVE
TO UPDATE THE VILLAGE FEE SCHEDULE AND ESTABLISH A PROCESS TO PERMIT
ENCROACHMENTS IN THE PUBLIC RIGHT OF WAY

WHEREAS, the Village of Morton Grove (Village), located in Cook County, Illinois is a home rule unit of government under the provisions of Article 7 of the Constitution of the State of Illinois, and 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 June 22, 2020, pursuant to Ordinance 20-12, the Village Board amended Title 1 of the Village Code to add a new Chapter 11 entitled “Fees”.

WHEREAS, the intent of Ordinance 20-12 was to provide a comprehensive fee schedule for various licenses, permits, and services authorized by the Code set forth in one location of the Village Code so that it could be easily referenced by the public and annually reviewed by Village staff as part of the annual budget process; and

WHEREAS, at the direction of the Village President and Village Board of Trustees, the Village staff has reviewed Title 1 Chapter 11 of the Village Code to ensure such fees are consistent, with fees assessed by State statutes and other municipalities for similar services and reflect the costs for the Village to administer services related to said fees; and

WHEREAS, to keep the Municipal Code current and to protect and preserve the health, safety, and welfare of persons within the Village of Morton Grove, it is reasonable, appropriate, and necessary to update the Municipal Code

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 1 Chapter 11 Section 4 Entitled “FEES FOR SPECIFIC PERMITS, LICENSES, CERTIFICATES, AND SERVICES” of the Municipal Code of the Village of Morton Grove is hereby amended as follows:

- A. The fees set forth in the rows pertaining Title 7 Chapter 4 Section 5 are hereby amended to read as follows:

1-11-4: FEES FOR SPECIFIC PERMITS, LICENSES, CERTIFICATES, AND SERVICES

The following fees are hereby established: See Exhibit A

SECTION 3. Title 7, Chapter 1, Section 9 of the Village Code is hereby amended to read as follows:

7-1-9: ENCROACHMENTS PROHIBITED

No person shall erect or maintain any building or structure which encroaches upon any public street or property unless by authorized by an encroachment agreement between the Village and owner of the building or structure authorized to encroach on the public street or property. (1969 Code § 95.055)

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

SECTION 5: In the event this ordinance or any Code amendment herein conflicts with any statute, ordinance, or resolution or part thereof, the amendments in this ordinance shall be controlling and shall supersede all other statutes, ordinances, or resolutions but only to the extent of such conflict. Except as amended in this ordinance, all chapters and sections of the Village of Morton Grove Village Code are hereby restated, readopted, and shall remain in full force and effect.

SECTION 6: This ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form according to law.

Passed this 12th day of December 2023.

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

Approved by me this 12th day of December 2023.

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

Attested and Filed in my office this
13th day of December 2023.

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

Code Section	Description	Fee	Unit or Description
3-3A-6G	Adjudication Court Administration Fee	Greater of \$55.00/hearing or Village’s cost for staff time and expenditures incurred because of the proceedings.	
4-3-1	Certificate of Compliance – Cannabis Business Establishment	\$22,000.00	Non-Refundable Application Fee
4-3-1	Certificate of Compliance – Cannabis Business Establishment	\$5,500.00	Annual Renewal
4-3-1	Certificate of Compliance Home Occupations	\$110.00	Initial Year
4-3-1	Certificate of Compliance Home Occupations	\$30.00	Renewal
4-3-1	Certificate of Compliance - Non-residential use- 0 – 1,000 sq. ft.	\$110.00	/Year
4-3-1	Certificate of Compliance -Non-residential use 1,001 – 2,500 sq. ft.	\$165.00	/Year
4-3-1	Certificate of Compliance Non-residential use 2,501 – 5,000 sq. ft.	\$220.00	/Year
4-3-1	Certificate of Compliance Non-residential use 5,001 – 10,000 sq. ft.	\$275.00	/Year
4-3-1	Certificate of Compliance Non-residential use 10,001 – 20,000 sq. ft.	\$385.00	/Year
4-3-1	Certificate of Compliance Non-residential use 20,001 – 30,000 sq. ft.	\$440.00	/Year
4-3-1	Certificate of Compliance Non-residential use - over 30,001 sq. ft.	\$550.00	/Year
4-3-1	Additional Fee - Health Club - 0 – 5,000 sq. ft.	\$275.00	/Year
4-3-1	Additional Fee - Health club- 5,001 – 10,000 sq. ft.	\$550.00	/Year
4-3-1	Additional Fee - Health club - 10,001 – 20,000 sq. ft.	\$1,100.00	/Year
4-3-1	Additional Fee - Health club - 20,001 – 40,000 sq. ft.	\$1,650.00	/Year
4-3-1	Additional Fee - Health club - 40,001 – 60,000 sq. ft.	\$2,200.00	/Year
4-3-1	Additional Fee - Health club - Over 60,001 sq. ft.	\$2,750.00	/Year
4-3-1	Additional Fee - Temporary outdoor sales	\$220.00	/Event
4-3-1	Coin Operated Game Permit (including rides)	\$110.00	/Year
4-3-1	Jukebox	\$110.00	/Year
4-3-1	Food Dispensing Machines Permit	\$110.00	/Year
4-3-1	Gasoline Service Stations and Propane Gas Dispensers Permit	\$55.00	/Dispensing Nozzle/Year
4-3-1	Additional Fee - Motel/Hotel	\$30.00	/Rental Unit/Year
4-3-1	Additional Fee - Pawnbroker, (precious metal and secondhand property sales dealers)	\$385.00	/Year
4-3-1	Additional Fee - Restaurants/businesses serving prepared food 0 – 1,000 sq. ft.	\$110.00	/Year
4-3-1	Additional Fee - Restaurants/businesses serving prepared food 1,001 – 2,500 sq. ft.	\$165.00	/Year
4-3-1	Additional Fee - Restaurants/businesses serving prepared food 2,501 – 5,000 sq. ft.	\$220.00	/Year
4-3-1	Additional Fee - Restaurants/businesses serving prepared food 5,001 – 10,000 sq. ft.	\$275.00	/Year
4-3-1	Additional Fee - Restaurants/businesses serving prepared food 10,001 – 20,000 sq. ft.	\$385.00	/Year
4-3-1	Additional Fee - Restaurants/businesses serving prepared food 20,001 – 30,000 sq. ft.	\$440.00	/Year
4-3-1	Additional - Fee Restaurants/businesses serving prepared food Over 30,001 sq. ft.	\$550.00	/Year
4-3-1	Certificate of Compliance Taxicab	\$85.00	/Cab/ Year
4-3-1	Additional Fee Tobacco Dealer	\$275.00	/Year
4-6A-10	Carnival Parade Permit	\$275.00	/Event
4-6A-4	Amusements Permit	Lesser of \$110/Day or \$825.00/Event	
4-6A-4	Carnival Permit	\$110.00	/Day
4-6B-1	Vending Machines (unless otherwise defined)	\$55.00	/Year
4-6D-8	Liquor License - Class A, Full Liquor	\$3,025.00	/Year
4-6D-8	Liquor License - Class A-V, Full Liquor and Video Gaming	\$3,025.00	/Year
4-6D-8	Liquor License - Class B, Beer/Wine	\$3,025.00	/Year
4-6D-8	Liquor License - Class C, Club/Consumption on Premise	\$1,100.00	/Year
4-6D-8	Liquor License - Class C-V, Club/Consumption on Premise and Video Gaming	\$1,100.00	/Year
4-6D-8	Liquor License - Class D, Full Package Sales	\$3,850.00	/Year
4-6D-8	Liquor License - Class E, Restaurant, Full Liquor	\$3,025.00	/Year
4-6D-8	Liquor License - Class E-V, Restaurant, Full Liquor and Video Gaming	\$3,025.00	/Year
4-6D-8	Liquor License - Class F, Food/Specialty Stores, Full Package Sale	\$3,025.00	/Year
4-6D-8	Liquor License - Class G, Special Event	\$0.00	/Year
4-6D-8	Liquor License - Class H, Caterers, Full Liquor	\$2,750 (\$1,375 for Holders of Class A, C, or E Licenses.	
4-6D-8	Liquor License - Class I, Caterers, Beer/Wine	\$1,100.00	/Year
4-6D-8	Liquor License - Class J, Off Premise Sales	\$275.00	/Year
4-6D-8	Liquor License - Class K, Tasting Permit	\$55.00/ Event or \$275.00/ Year, Whichever is Less	
4-6D-8	Liquor License - Class L, BYOB	\$550.00	/Year
4-6D-8	Liquor License - Class M, Microbrew Pub	\$3,025.00	/Year
4-6D-8	Liquor License - Class M-V, Microbrew Pub and Video Gaming	\$3,025.00	/Year
4-6D-8	Liquor License - Class N, Video Gaming Café	\$3,025.00	/Year
4-6D-8	Liquor License - Class O, Outdoor Patio	\$110.00	/Year
4-6D-8	Liquor License - Class P, Outdoor Temporary Market	\$55.00/ Event or \$275.00/ Year, Whichever is Less	
4-6D-8	Liquor License - Class Q, Hotel	\$275.00	/Year
4-6D-8	Liquor License – Class R, Complimentary Service	\$55.00/ Event or \$275.00/ Year, Whichever is Less	
4-6D-9	Liquor License Application Fee - Class A, Full Liquor	\$1,100.00	/Year
4-6D-9	Liquor License Application Fee - Class A-V, Full Liquor and Video Gaming	\$1,375.00	/Year
4-6D-9	Liquor License Application Fee- Class B, Beer/Wine	\$1,100.00	/Year
4-6D-9	Liquor License Application Fee- Class C, Club/Consumption on Premise	\$275.00	/Year
4-6D-9	Liquor License Application Fee- Class C-V, Club/Consumption on Premise and Video Gaming	\$550.00	/Year
4-6D-9	Liquor License Application Fee- Class D, Full Package Sales	\$1,100.00	/Year
4-6D-9	Liquor License Application Fee- Class E, Restaurant, Full Liquor	\$1,100.00	/Year
4-6D-9	Liquor License Application Fee- Class E-V, Restaurant, Full Liquor and Video Gaming	\$1,375.00	/Year
4-6D-9	Liquor License Application Fee- Class F, Food/Specialty Stores, Full Package Sale	\$1,100.00	/Year
4-6D-9	Liquor License Application Fee- Class G, Special Event	\$0.00	/Year

4-6D-9	Liquor License Application Fee- Class H, Caterers, Full Liquor	\$275.00	/Year
4-6D-9	Liquor License Application Fee- Class I, Caterers, Beer/Wine	\$275.00	/Year
4-6D-9	Liquor License Application Fee- Class J, Off Premise Sales	\$0.00	/Year
4-6D-9	Liquor License Application Fee- Class K, Temporary Tasting Permit	\$30.00	/Year
4-6D-9	Liquor License Application Fee- Class L, BYOB	\$275.00	/Year
4-6D-9	Liquor License Application Fee- Class M, Microbrew Pub	\$1,100.00	/Year
4-6D-9	Liquor License Application Fee- Class M-V, Microbrew Pub and Video Gaming	\$1,375.00	/Year
4-6D-9	Liquor License Application Fee- Class N, Video Gaming Café	\$1,100.00	/Year
4-6D-9	Liquor License Application Fee - Class O, Outdoor Patio	\$30.00	/Year
4-6D-9	Liquor License Application Fee - Class P, Outdoor Temporary Market	\$30.00	/Year
4-6D-9	Liquor License Application Fee - Class Q, Hotel	\$30.00	/Year
4-6D-9	Liquor License Application Fee- Class R, Complimentary Service	\$30.00	/Year
4-6D-9	Video Gaming Terminal Permit	\$275.00	/Machine/Terminal/Year
4-6D-9	Video Gaming Operator License	\$1,100.00	/Year
4-6E-1	Commercial Merchants and Peddlers Permit	\$55.00	/Application
4-6G-1	Additional Fee Kennel 4 – 5 animals	\$140.00	/Year
4-6G-1	Additional Fee - Kennel 6 – 10 animals	\$165.00	/Year
4-6G-1	Additional Fee - Kennel 11 – 20 animals	\$195.00	/Year
4-6G-1	Additional Fee Kennel 21 – 30 animals	\$220.00	/Year
4-6G-1	Additional Fee Kennel Over 31 animals	\$275.00	/Year
4-6J-3	Massage Establishment License Application Fee	\$1,100.00	/Filing
4-6J-3	Massage Establishment License	\$1,100.00	/Year
4-6K-7	Class A Raffle License	\$0.00	/Raffle or Run
4-6K-7	Class B Raffle License or Class A Poker Run License	\$55.00	/Raffle or Run
4-6K-7	Class C Raffle License or Class B Poker Run License	\$110.00	/Raffle or Run
4-8-1	Building Contractor’s License	\$110.00	/Year
5-1-3-E-2-b	Administrative Tow Cash Bond	\$500.00	Each
5-3-3	Motor Vehicles License - Passenger Vehicle	\$55.00	/Year
5-3-3	Motor Vehicle License - Passenger Vehicle owned by person over age of 65 (limit one per household)	\$25.00	/Year
5-3-3	Passenger Vehicle with Illinois Antique License Plate	\$27.50	/Year
5-3-3	Motor Vehicles License - Truck with Class B License Plate (up to 8,000 lbs.)	\$75.00	/Year
5-3-3	Motor Vehicles License - Truck with Class C-F License Plate (8,001 – 16,000 lbs.)	\$85.00	/Year
5-3-3	Motor Vehicles License - Truck with Class H License Plate (16,001 – 26,000 lbs.)	\$95.00	/Year
5-3-3	Motor Vehicles License -Truck with Class J License Plate (26,001 – 28,000 lbs.)	\$105.00	/Year
5-3-3	Motor Vehicles License - Truck with Class K License Plate (28,001 – 32,000 lbs.)	\$115.00	/Year
5-3-3	Motor Vehicles License - Truck with Class L -Q License Plate (32,001 – 50,000 lbs.)	\$125.00	/Year
5-3-3	Motor Vehicles License - Truck with Class R and above) License Plate (over 50,000 lbs.)	\$135.00	/Year
5-3-3	Motor Vehicles License -Motorcycles	\$45.00	/Year
5-3-3	Motor Vehicles License - Motor scooters and mopeds	\$40.00	/Year
5-3-3	Motor Vehicles License -All recreational vehicles bearing the state classification of RV	\$60.00	/Year
5-3-3	Motor vehicle License if paid within 90 days after due date	Annual Fee + \$25.00	
5-3-3	Motor Vehicle License if paid more than 90 days after due date	2x original license fee	
5-3-4	Replacement of Lost or Destroyed Vehicle Sticker	\$5.00	Each
5-3-5	Vehicle Sticker Transfer Fee (with receipt and old sticker)	\$5.00	Each
5-4-10-D	Impound Fee for Motor Driven Scooter	\$250.00	Each
5-4-17C	Vehicle Towing Cost	\$250.00	/Tow
5-4-17C	Vehicle Storage Cost	\$50.00	/Day
5-7-6C-5	Vehicle Towing Cost	\$250.00	/Tow
5-7-6C-5	Vehicle Storage Cost	\$50.00	/Day
5-8-7	Overweight/oversize Vehicle Daily Permit	\$55.00	/Day
5-8-7	Overweight/oversize Vehicle Weekly Permit	\$275.00	/Week
5-8-7	Overweight/oversize Vehicle Monthly Permit	\$550.00	/Month
5-8-7	Non divisible Overweight Movements Up To 100,000 Lbs.	\$825.00	/Single Trip
5-8-7	Non divisible Overweight Movements Up To 100,000 Lbs.	\$82.50	/Round Trip
5-8-7	Non divisible Overweight Movements 101,000 – 120,000 Lbs.	\$110.00	/Single Trip
5-8-7	Non divisible Overweight Movements 101,000 – 120,000 Lbs.	\$220.00	/Round Trip
5-8-7	Non divisible Overweight Movements 120,000 – 150,000 Lbs.	\$137.50	/Single Trip
5-8-7	Non divisible Overweight Movements 120,000 – 150,000 Lbs.	\$275.00	/Round Trip
5-8-7	Non divisible Overweight Movements Over 150,000 Lbs.	\$165.00	/Single Trip
5-8-7	Non divisible Overweight Movements Over 150,000 Lbs.	\$330.00	/Round Trip
5-8-7	Over-Dimension-Only Permits	\$55.00	/Single Trip
5-8-7	Over-Dimension-Only Permits	\$110.00	/Round Trip
5-9-10B-1	Commuter Parking Lot Fee	\$2.00	/Day
5-9-11A	Municipal Parking Area- Resident Rate	\$550.00	/Year
5-9-11A	Municipal Parking Area – Non-Resident Rate	\$660.00	/Year
5-9-7D-8	Reserved Sign for Vehicle of Person with Disability- Installation Fee (2 signs)	\$125.00	/Installation
5-9-7D-8	Reserved Sign for Vehicle of Person with Disability- Annual Maintenance Fee (2 signs)	\$25.00	/Year
6-4-10	Stray Animal Public Safety Fee	\$165.00	/Impound
6-4-15	Animal Permit (Ferrets, Dogs, Cats)	\$25.00	/Year
6-4-15	Animal Permit (Ferrets, Dogs, Cats) if spayed/neutered and microchipped	\$10.00	/Year
6-4-15	Initial Animal Permit if owner submits proof that the ferret, dog, or cat was not acquired or did not become six months until after February 28,	\$10.00	/Year
6-4-7G	Dangerous Animal Public Safety Fee	\$550.00	/Year
6-4-8G	Vicious Animal Public Safety Fee	\$550.00	/Year
6-6-2	Alarm User Fee	\$55.00	/Year

6-6-2	Alarm user fee- Late Fee (within 90 days after due date)	\$85.00	/Year
6-6-2	Alarm User Fee- Late Fee (more than 90 days after due date)	\$110.00	/Year
6-6-3A	False Alarm (3 through 6 false alarms)	\$85.00	/Alarm
6-6-3A	False Alarm (over 6 false alarms)	\$110.00	/Alarm
6-6-4	Fire Alarm Initial Connection Charge	\$250.00	/Installation
6-6-4	Fire Alarm Service Monitoring Fee	\$80/month payable quarterly to Village of Morton Grove or designee	
7-1-2A	Construction or excavation permit - Work on Public Property	\$11.00	/ \$1,000.00 of estimated cost
7-1-9	Encroachment Agreement	\$250.00	\$250.00/each
7-1-15D	Variance Permit	\$250.00	\$250.00/each
7-4-4	Water Meters—Resumption of service		
7-4-4	Hydrant Water Meter & Hyd Wrench Loanout - Deposit	\$1,550.00	Each
7-4-4	Hydrant Water Meter Loanout - Rental Fee	\$50.00	Each
7-4-4	Single Port - 3-wire Flex Box Installation	\$150.00	Each
7-4-4	New and Replacement Water Meter Costs - 5/8" Sensus iPERL Water Meter w/MXU Transceiver	\$380.00	Each
7-4-4	New and Replacement Water Meter Costs - 3/4" Sensus iPERL Water Meter (9"LL) w/MXU Transceiver	\$400.00	Each
7-4-4	New and Replacement Water Meter Costs - 1" Sensus iPERL Water Meter w/MXU Transceiver	\$460.00	Each
7-4-4	New and Replacement Water Meter Costs - 1.5" Sensus OMNI R2 Water Meter with Integral Strainer, AMR Output w/MXU Transceiver	\$810.00	Each
7-4-4	New and Replacement Water Meter Costs - 2" Sensus OMNI R2 Water Meter with Integral Strainer, AMR Output w/MXU Transceiver	\$1,040.00	Each
7-4-4	New and Replacement Water Meter Costs - 1.5" Sensus OMNI C2 Water Meter with Integral Strainer, AMR Output, Pulse Output and Test Outlet w/MXU Transceiver	\$1,490.00	Each
7-4-4	New and Replacement Water Meter Costs - 2" Sensus OMNI C2 Water Meter with Integral Strainer, AMR Output, Pulse Output and Test Outlet w/MXU Transceiver	\$1,690.00	Each
7-4-4	New and Replacement Water Meter Costs - 3" Sensus OMNI C2 Water Meter with Integral Strainer, AMR Output, Pulse Output and Test Outlet w/MXU Transceiver	\$2,070.00	Each
7-4-4	New and Replacement Water Meter Costs - 4" Sensus OMNI C2 Water Meter with Integral Strainer, AMR Output, Pulse Output and Test Outlet w/MXU Transceiver	\$3,420.00	Each
7-4-4	New and Replacement Water Meter Costs - 6" Sensus OMNI C2 Water Meter with Integral Strainer, AMR Output, Pulse Output and Test Outlet w/MXU Transceiver	\$5,740.00	Each
7-4-4	New and Replacement Water Meter Costs - 8" Sensus OMNI C2 Water Meter with Integral Strainer, AMR Output, Pulse Output and Test Outlet w/MXU Transceiver	\$9,130.00	Each
7-4-4	Water Meter Replacement by Village due to freezing, damage, or misuse	110% of Replacement Cost (Time & Materials)	
7-4-5	Water Rates Class A - Base Fee	\$34.23	/Bimonthly
7-4-5	Water Rates Class A - over 3,000 gallons bi-monthly	\$11.41	/1,000 Gallons of Water Sold
7-4-5	Water Rates Class B - up to 250,000 gallons/month	\$11.41	/1,000 Gallons of Water Sold
7-4-5	Water Rates Class B - 250,000 - 500,000 gallons/month	\$11.62	/1,000 Gallons of Water Sold
7-4-5	Water Rates Class B - 500,000- 1,000,000 gallons/month	\$11.90	/1,000 Gallons of Water Sold
7-4-5	Water Rates Class B - 1,000,000 - 2,000,000 gallons/month	\$12.41	/1,000 Gallons of Water Sold
7-4-5	Water Rates Class B - over 2,000,000 gallons/month	\$12.81	/1,000 Gallons of Water Sold
7-4-5	Hydrant Water Meter - Loanout - minimum 100,000 gallons	\$12.81	/1,000 Gallons of Water Sold
7-4-5	Water Turn on Fee (weekdays from 7:00 am- 3:00 pm)	\$70.00	Each
7-4-5	Water Turn on Fee (weekdays from 7:00 am- 3:00 pm) Business with Valve Vault Involved.	\$90.00	Each
7-4-5	Water Turn on Fee (weekdays after hours, Saturdays, Sunday and holidays)	\$225.00	Each
7-4-5	Water Turn on Fee (weekdays after hours, Saturdays, Sunday and holidays) Business with Valve Vault Involved	\$250.00	Each
7-4-8	Annual Demand Charge of Air Conditioner over 50 tons units	\$3.00	/Year/Ton
7-4-8	Annual Demand Charge of Air Conditioner over 50 tons units	\$1.00/ per ton	\$1.00/ per ton
7-5-6	Sewer Rates- Base Fee – bi-monthly	\$3.54	/Bimonthly
7-5-6	Sewer Rates- over 3,000 gallons bi-monthly	\$1.18	/1,000 Gallons of Water Sold
7-6-2B	Solid Waste Collection - Single Family/Townhome	\$20.71	Per Unit/Month
7-6-2B	Solid Waste Collection - Multi-Family	\$14.65	Per Unit/Month
7-6-10A	Yard Waste Stickers	\$2.45	Each
7-6-12C-3K-1	Pollution Control Application Fee for Siting Approval	\$50,000.00	Each
7-6-12J	Siting Application Compliance Review	125% of Costs Incurred	
7-6-6	Solid waste collector – private	\$275.00	Each
7-6-6	Cable Franchise fees	5% gross revenue	
7-7-8	Cable Franchise fees	5% gross revenue	
7-11-3B	Distributed Antenna System or Small Cell Facility in ROW Application Fees- New Facility	\$2,000.00	Each
7-11-3B	Distributed Antenna System or Small Cell Facility in ROW Application Fees- Attachment or replacement on Village-owned facility	\$2,000.00	Each
7-11-3B	Distributed Antenna System or Small Cell Facility in ROW Application Fees- Attachment on non-Village-owned facility to utility-owned facility	\$1,500.00	Each
7-11-3B	Distributed Antenna System or Small Cell Facility in ROW- License Fee- New facility	\$3,600.00/ year	\$3,600.00/ year
7-11-3B	Distributed Antenna System or Small Cell Facility in ROW- License Fee- Attachment to and replacement on Village-owned facility	\$3,600.00/ year	\$3,600.00/ year
7-11-3B	Distributed Antenna System or Small Cell Facility in ROW - License Fee- Attachment to utility-owned facility	\$1,500.00/ year	\$1,500.00/ year
8-11-3	Special Event Permit Application Processing Fee	\$220.00	/Application
8-11-3	Special Event Permit Application Late Fee	\$220.00	/Application (plus original fee)
8-11-3	Special Event Fee Deposit	Estimated Fee + 10% Administrative Fee	
8-11-3	Special Event User Fee	Calculated Fee + 10% Administrative Fee	
8-3-3	Grass or Weed Cutting Fee	Greater of \$250.00/cut or 125% of Village's out of pocket costs	
8-3-3	Grass or Weed Cutting Late Fee if paid over 14 after notice of fee	10% of unpaid charge or \$25.00 whichever is greater	

9-4B-5	Equipment, Cages Racks for Dispensing Liquefied Petroleum Gas Installation Permit (not associated with a building permit)	\$55.00	/Year
9-4C-1	Fireworks permit	\$550.00	/Day
9-1-2-A-27	Fire Alarm Monitoring	\$80/month payable quarterly to Village of Morton Grove or designee	
9-2-2	Equipment, Cages Racks for Dispensing Liquefied Petroleum Gas Installation Permit (not associated with a building permit)	\$55.00	/Year
9-2-2	Propane Gas Dispensers Permit	\$110.00/filling station/year \$55.00/Exchanging Facility/year	
9-2-3	Fireworks permit	\$550.00	/Day
9-3-4	Additional Response Fee	Hourly rate of compensation plus 10% administrative fee	
9-4-1	Inspections in addition to initial inspection and first reinspection	\$100.00	/Hour
9-4-1	Perform Water Flow Data Test	\$165.00	Each
9-4-1	Witness Water Flow Data Test	\$110.00	\$100.00
9-4-1	Fire Sprinkler System Plan Review	\$220.00 + \$11.00/ 1,000 sq. ft.	
9-4-1	Fire Detection/Alarm Notification System Plan Review	\$220.00 + \$11.00/ 1,000 sq. ft.	
9-4-1	Witness Hydrant Main Flush for New Sprinkler	\$110.00	Each
9-4-1	Witness Pump Acceptance Test	\$110.00	Each
9-4-1	Other Plan Review (not classified)	Calculated Fee (Time, Material, and Out-of-Pocket Expenses) + 10% Administrative Fee	
9-4-1	Flammable/Combustible Liquid Storage Tanks Above Ground and/or Belowground Installation, Relining, and/or Removal	\$200.00	/Tank
9-4-1	Commercial Hood and/or Duct Systems (Plan Review and Inspection)	\$275.00	/System
9-4-1	Outside Service Reviews	Village 3rd party costs paid directly by owner	
9-4-1	Annual Permit Fee- Storage of Hazardous Materials	\$110.00	/Year
9-4-1	Non-Resident Ambulance Fee BLS-E transport	\$1,500.00	Each
9-4-1	Non-Resident Ambulance Fee ALS1-E transport	\$1,500.00	Each
9-4-1	Non-Resident Ambulance Fee ALS2-E transport	\$1,500.00	Each
9-4-1	Non-Resident Ambulance Fee Mileage fee (per mile)	\$15.00	/Mile
9-4-1	Non-Resident Ambulance Fee Support company personnel	\$300.00	/Company
9-4-1	Non-Resident Ambulance Fee Extrication/special rescue	\$500.00	/Company
9-4-1	Non-Resident Ambulance Fee PPE/decontamination	\$500.00	Each
9-4-1	Non-Resident Ambulance Fee Ambulance decontamination	\$2,000.00	Each
9-4-1	Non-Resident Ambulance Fee Response charge	\$330.00	Each
9-4-1	Resident Ambulance Fee BLS-E transport	\$1,500.00	Each
9-4-1	Resident Ambulance Fee ALS1-E transport	\$1,500.00	Each
9-4-1	Resident Ambulance Fee ALS2-E transport	\$1,500.00	Each
9-4-1	Resident Ambulance Fee Mileage fee (per mile)	\$15.00	/Mile
9-4-1	Resident Ambulance Fee Support company personnel	\$300.00	/Company
9-4-1	Resident Ambulance Fee Extrication/special rescue**	\$500.00	/Company
9-4-1	Resident Ambulance Fee PPE/decontamination**	\$500.00	Each
9-4-1	Resident Ambulance Fee Ambulance decontamination	\$2,000.00	Each
9-4-1	Resident Ambulance Fee Response charge	\$205.00	Each
9-4-1	Ambulance response to any person in excess of six (6) times within the previous 12 calendar months without transport to the hospital	\$65.00/hour/ Rescue Worker and \$125/hour/apparatus	
9-4-1	Apparatus Fee	\$250	/Hour/Apparatus
9-4-1	Additional Response Fee	\$250	/Hour/Apparatus
9-7-1	Perform Water Flow Data Test		
9-7-1	Witness Water Flow Data Test		
9-7-1	Fire Sprinkler System Plan Review		
9-7-1	Fire Detection/Alarm Notification System Plan Review		
9-7-1	Witness Hydrant Main Flush for New Sprinkler		
9-7-1	Witness Annual Pump Test		
9-7-1	Other Plan Review (not classified)		
9-7-1	Flammable/Combustible Liquid Storage Tanks Above Ground and/or Belowground Installation, Relining, and/or Removal		
9-7-1	Commercial Hood and/or Duct Systems (Plan Review and Inspection)		
9-7-1	Outside Service Reviews		
9-7-1	Annual Permit Fee- Storage of Hazardous Materials		
9-7-1	Non-Resident Ambulance Fee BLS-E transport		
9-7-1	Non-Resident Ambulance Fee ALS1-E transport		
9-7-1	Non-Resident Ambulance Fee ALS2-E transport		
9-7-1	Non-Resident Ambulance Fee Mileage fee (per mile)		
9-7-1	Non-Resident Ambulance Fee Support company personnel		
9-7-1	Non-Resident Ambulance Fee Extrication/special rescue		
9-7-1	Non-Resident Ambulance Fee PPE/decontamination		
9-7-1	Non-Resident Ambulance Fee Ambulance decontamination		
9-7-1	Non-Resident Ambulance Fee Response charge		
9-7-1	Resident Ambulance Fee BLS-E transport		
9-7-1	Resident Ambulance Fee ALS1-E transport		
9-7-1	Resident Ambulance Fee ALS2-E transport		
9-7-1	Resident Ambulance Fee Mileage fee (per mile)		
9-7-1	Resident Ambulance Fee Support company personnel		
9-7-1	Resident Ambulance Fee Extrication/special rescue**		
9-7-1			
9-7-1	Resident Ambulance Fee PPE/decontamination**		
9-7-1	Resident Ambulance Fee Ambulance decontamination		
9-7-1	Resident Ambulance Fee Response charge		

9-7-1	Ambulance response to any person in excess of six (6) times within the previous 12 calendar months without transport to the hospital		
9-7-1	Apparatus Fee		
10-1-8	Building permit fee – Permit issued after start of work	Double the normal permit fee	
10-1-8	Building Permit Fee- Permit Not Issued	110% of Third-Party Costs plus 50% of Permit Fee not including Third-Party Costs (minimum- \$55.00)	
10-1-8	Building Permit - Residential Building	\$10.00 per \$1,000 of valuation (minimum- \$55.00)	
10-1-8	Building Permit - Commercial and Industrial Building	\$11.00 per \$1,000 of valuation (minimum- \$55.00)	
10-1-8	Building Permit - Residential Detached Garage (Less than 300 sq. ft.)	\$100.00	Each
10-1-8	Building Permit -Residential Detached Garage (301 to 450 sq. ft.)	\$160.00	Each
10-1-8	Building Permit -Residential Detached Garage (Over 450 sq. ft.)	\$260.00	Each
10-1-8	Building Permit -Residential driveway (new/replacement)	\$85.00	Each
10-1-8	Building Permit - Residential apron (parkway) (new/replacement)	\$55.00	Each
10-1-8	Building Permit -Commercial and industrial parking lot or driveway (new/replacement)	\$0.01 per square foot plus engineering fees. Minimum fee: \$55.00	
10-1-8	Building Permit -Fences (new/replacement)	\$70.00	Each
10-1-8	Building Permit -Yard Sheds	\$70.00	Each
10-1-8	Building Permit -Deck	\$160.00	Each
10-1-8	Building Permit -Fireplace	\$50.00	Each
10-1-8	Building Permit - Above ground swimming pools (excluding plumbing and electric):	\$110.00	Each
10-1-8	Building Permit - Inground swimming pools (excluding plumbing and electric):	\$260.00	Each
10-1-8	Certificate of occupancy - Single family Residence	\$50.00	Each
10-1-8	Certificate of occupancy - Multi-family (per unit)	\$15.00	/Unit
10-1-8	Certificate of occupancy - Commercial and industrial	\$100.00	Each
10-1-8	Demolition/Wrecking Permit- Accessory building (garage)	\$75.00	Each
10-1-8	Demolition/Wrecking Permit-Residential primary building- First 1,000 sq. ft.	\$1,000.00	Each
10-1-8	Demolition/Wrecking Permit-Residential primary building- Each additional 1,000 sq. ft.	\$500.00	Each
10-1-8	Demolition/Wrecking Permit-Commercial and industrial -First 15,000 sq. ft.	\$1,500.00	Each
10-1-8	Demolition/Wrecking Permit-Commercial and industrial -Each additional 15,000 sq. ft.	\$750.00	Each
10-1-8	Building Permit -Residential furnace and air conditioner	\$55.00	Each
10-1-8	Building Permit - Furnace only or air conditioner only	\$40.00	Each
10-1-8	Building Permit - Other mechanical appliance (under 200,000 BTU)	\$55.00	Each
10-1-8	Building Permit - Other mechanical appliance (under 200,000 BTU)	\$55.00	Each
10-1-8	Building Permit - Other mechanical appliance (over 200,000 BTU)	\$85.00	Each
10-1-8	Building Inspections not part of a permit	\$100.00	/Hour
10-1-8	Building Inspections part of a permit in addition to initial inspection and first reinspection	\$100.00	/Hour
10-1-8	Electrical Permit- Electric Service - 0 - 200 amperes	\$70.00	Each
10-1-8	Electrical Permit- Electric Service - 201 - 400 amperes	\$85.00	Each
10-1-8	Electrical Permit- Electric Service - 401 - 600 amperes	\$110.00	Each
10-1-8	Electrical Permit- Electric Service - 601 - 1,000 amperes	\$220.00	Each
10-1-8	Electrical Permit- Electric Service - over 1,000 amperes	Based on rating of service disconnects, using the above schedule	
10-1-8	Electrical Permit - Branch circuits - 0 - 20 ampere -first 50 circuits	\$15.00	/Circuit
10-1-8	Electrical Permit - Branch circuits - 0 - 20 ampere - each additional over 50	\$10.00	/Circuit
10-1-8	Electrical Permit - Branch circuits - 21 - 50 amperes	\$25.00	/Circuit
10-1-8	Electrical Permit - Branch circuits - over 50 amperes	\$45.00	/Circuit
10-1-8	Electrical Permit - first motor (or current consuming device)	\$25.00	/Circuit
10-1-8	Electrical Permit - each additional motor or device	\$10.00	/Circuit
10-1-8	Electrical Permit - outlets on existing circuits	\$3.00	/Outlet
10-1-8	Electrical Permit - Low voltage systems (fire alarm, communications, security)	\$70.00	/System
10-1-8	Electrical Inspections not part of a permit	\$100.00	/Hour
10-1-8	Electrical Inspections part of a permit in addition to initial inspection and first reinspection	\$100.00	/Hour
10-1-8	Minimum Electrical Fee	\$85.00	Each
10-1-8	Plumbing Permit - Fixtures	\$10.00	/Fixture
10-1-8	Plumbing Permit - Lawn sprinklers	\$110.00	System
10-1-8	Plumbing Permit - Backwater valve/overhead sewer	\$110.00	System
10-1-8	Plumbing Permit - Water heater replacement	\$60.00	Each
10-1-8	Plumbing Permit - Minimum fee	\$85.00	Each
10-1-8	Plumbing Permit - Water main tap - 1-inch connection	\$110.00	Each
10-1-8	Plumbing Permit - Water main tap - 1 1/4-inch connection	\$140.00	Each
10-1-8	Plumbing Permit - Water main tap - 1 1/2-inch connection	\$165.00	Each
10-1-8	Plumbing Permit - Water main tap - 2-inch connection	\$220.00	Each
10-1-8	Plumbing Permit - Water main tap - 4-inch connection	\$440.00	Each
10-1-8	Plumbing Permit - Water main tap - 6-inch connection	\$660.00	Each
10-1-8	Plumbing Permit - Water main tap - 8-inch or larger connection	\$880.00	Each
10-1-8	Plumbing Permit - Storm sewer tap	\$110.00	Each
10-1-8	Plumbing Permit - Sanitary sewer tap	\$110.00	Each
10-1-8	Plumbing Inspections not part of a permit	\$100.00	/Hour
10-1-8	Plumbing Inspections part of a permit in addition to initial inspection and first reinspection	\$100.00	/Hour
10-1-8	Elevator Permit Fees - New installations	\$110.00	Each
10-1-8	Elevator Semiannual inspection fee	\$55.00	Each
10-1-8	Fees for consulting engineering services and third-party plan reviews	Village 3rd party costs plus the greater of \$100 per review or 10% Administrative costs	
10-1-8	Fees for consulting engineering inspections and other third-party inspection services	Village 3rd party costs plus the greater of \$100 per inspection or 10% Administrative costs	

10-1-8	Right of Way Deposit	Greater of \$750.00 or Cost Estimate of Village Administrator (see 7-9-10)	
10-1-8	Right of Way Repair Fee	110% of Village Costs (Time and Materials)	
10-1-8-C	Deposit at Permit application for Permits requiring architectural plans	\$500.00	Each
10-5-5	Vacant Building Registration Fee (initial)	\$500.00	Each
10-5-5	Vacant Building Registration Fee- Renewal fee	\$100.00	/Year
10-8-1	Moving Buildings Permit	\$250.00	/Day During Permit Period
10-9-2	Fence Permit	\$70.00	Each
10-10-3	Non-Illuminated Sign	\$60.00 + \$0.50/sq. ft of gross surface area of each face thereof	
10-10-3	Illuminated Signs Permit	\$70.00 + \$0.50/sq. ft of gross surface area of each face thereof	
10-10-3	Awning and Canopy Permit	\$60.00 plus \$0.50 per square foot of sign area	
10-10-3	All Temporary Signs Permit	\$0.00	Each
10-10-3	All Temporary Banners Permit	\$0.00	Each
10-16-5	Building Permit Fees for Antennas and Antenna Support Structures	\$11.00/ \$1,000 of Value	
10-1A-1			
10-1A-1	Building Permit Fee- Permit Not Issued	Greater of 110% of Third-Party Plan Review Costs or 50% of Permit Fee (minimum- \$55.00)	
10-1A-1	Building Permit - Residential Building	\$10.00 per \$1,000 of valuation (minimum- \$55.00)	
10-1A-1	Building Permit - Commercial and Industrial Building	\$11.00 per \$1,000 of valuation (minimum- \$55.00)	
10-1A-1	Building Permit - Residential Detached Garage (Less than 300 sq. ft.)	\$100.00	Each
10-1A-1	Building Permit -Residential Detached Garage (301 to 450 sq. ft.)	\$160.00	Each
10-1A-1	Building Permit -Residential Detached Garage (Over 450 sq. ft.)	\$260.00	Each
10-1A-1	Building Permit -Residential driveway (new/replacement)	\$85.00	Each
10-1A-1	Building Permit - Residential apron (parkway) (new/replacement)	\$55.00	Each
10-1A-1	Building Permit -Commercial and industrial parking lot or driveway (new/replacement)	\$0.01 per square foot plus engineering fees. Minimum fee: \$55.00	
10-1A-1	Building Permit -Fences (new/replacement)	\$70.00	Each
10-1A-1	Building Permit -Yard Sheds	\$70.00	Each
10-1A-1	Building Permit -Deck (3 steps or more above grade)	\$160.00	Each
10-1A-1	Building Permit -Fireplace	\$50.00	Each
10-1A-1	Building Permit - Above ground swimming pools (excluding plumbing and electric):	\$110.00	Each
10-1A-1	Building Permit - Inground swimming pools (excluding plumbing and electric):	\$260.00	Each
10-1A-1	Certificate of occupancy - Single family Residence	\$50.00	Each
10-1A-1	Certificate of occupancy - Multi-family (per unit)	\$15.00	/unit
10-1A-1	Certificate of occupancy - Commercial and industrial	\$100.00	Each
10-1A-1	Demolition/Wrecking Permit- Accessory building (garage)	\$75.00	Each
10-1A-1	Demolition/Wrecking Permit-Residential primary building- First 1,000 sq. ft.	\$1,000.00	Each
10-1A-1	Demolition/Wrecking Permit-Residential primary building- Each additional 1,000 sq. ft.	\$500.00	Each
10-1A-1	Demolition/Wrecking Permit-Commercial and industrial -First 15,000 sq. ft.	\$1,500.00	Each
10-1A-1	Demolition/Wrecking Permit-Commercial and industrial -Each additional 15,000 sq. ft.	\$750.00	Each
10-1A-1	Building Permit -Residential furnace and air conditioner	\$55.00	Each
10-1A-1	Building Permit - Furnace only or air conditioner only	\$40.00	Each
10-1A-1	Building Permit - Other mechanical appliance (under 200,000 BTU)	\$55.00	Each
10-1A-1	Building Permit - Other mechanical appliance (under 200,000 BTU)	\$55.00	Each
10-1A-1	Building Permit - Other mechanical appliance (over 200,000 BTU)	\$85.00	Each
10-1A-1	Building Inspections not part of a permit	\$100.00	/Hour
10-1A-1	Building Inspections part of a permit in addition to initial inspection and first reinspection	\$100.00	/Hour
10-1A-1	Electrical Permit- Electric Service - 0 - 200 amperes	\$70.00	Each
10-1A-1	Electrical Permit- Electric Service - 201 - 400 amperes	\$85.00	Each
10-1A-1	Electrical Permit- Electric Service - 401 - 600 amperes	\$110.00	Each
10-1A-1	Electrical Permit- Electric Service - 601 - 1,000 amperes	\$220.00	Each
10-1A-1	Electrical Permit- Electric Service - over 1,000 amperes	Based on rating of service disconnects, using the above schedule	
10-1A-1	Electrical Permit - Branch circuits - 0 - 20 ampere -first 50 circuits	\$15.00	/Circuit
10-1A-1	Electrical Permit - Branch circuits - 0 - 20 ampere - each additional over 50	\$10.00	/Circuit
10-1A-1	Electrical Permit - Branch circuits - 21 - 50 amperes	\$25.00	/Circuit
10-1A-1	Electrical Permit - Branch circuits - over 50 amperes	\$45.00	/Circuit
10-1A-1	Electrical Permit - first motor (or current consuming device)	\$25.00	/Circuit
10-1A-1	Electrical Permit - each additional motor or device	\$10.00	/Circuit
10-1A-1	Electrical Permit - outlets on existing circuits	\$3.00	/Outlet
10-1A-1	Electrical Permit - Low voltage systems (fire alarm, communications, security)	\$70.00	Each
10-1A-1	Electrical Inspections not part of a permit	\$100.00	/Hour
10-1A-1	Electrical Inspections part of a permit in addition to initial inspection and first reinspection	\$100.00	/Hour
10-1A-1	Minimum Electrical Fee	\$85.00	Each
10-1A-1	Plumbing Permit - Fixtures	\$10.00	/Fixture
10-1A-1	Plumbing Permit - Lawn sprinklers	\$110.00	/System
10-1A-1	Plumbing Permit - Backwater valve/overhead sewer	\$110.00	/System
10-1A-1	Plumbing Permit - Water heater replacement	\$60.00	Each
10-1A-1	Plumbing Permit - Minimum fee	\$85.00	Each
10-1A-1	Plumbing Permit - Water main tap - 1-inch connection	\$110.00	Each
10-1A-1	Plumbing Permit - Water main tap - 1 1/4-inch connection	\$140.00	Each
10-1A-1	Plumbing Permit - Water main tap - 1 1/2-inch connection	\$165.00	Each
10-1A-1	Plumbing Permit - Water main tap - 2-inch connection	\$220.00	Each
10-1A-1	Plumbing Permit - Water main tap - 4-inch connection	\$440.00	Each
10-1A-1	Plumbing Permit - Water main tap - 6-inch connection	\$660.00	Each

10-1A-1	Plumbing Permit - Water main tap - 8-inch or larger connection	\$880.00	Each
10-1A-1	Plumbing Permit - Storm sewer tap	\$110.00	Each
10-1A-1	Plumbing Permit - Sanitary sewer tap	\$110.00	Each
10-1A-1	Plumbing Inspections not part of a permit	\$100.00	/Hour
10-1A-1	Plumbing Inspections part of a permit in addition to initial inspection and first reinspection	\$100.00	/Hour
10-1A-1	Elevator Permit Fees - New installations	\$110.00	Each
10-1A-1	Elevator Semiannual inspection fee	\$55.00	Each
10-1A-1	Fees for consulting engineering services and third-party plan reviews	Village 3rd party costs plus the greater of \$100 per review or 10% Administrative costs	
10-1A-1	Fees for consulting engineering inspections and other third-party inspection services	Village 3rd party costs plus the greater of \$100 per inspection or 10% Administrative costs	
10-1A-5	Right of Way Deposit	Greater of \$750.00 or Cost Estimate of Village Administrator (see 7-9-10)	
10-1A-5	Right of Way Repair Fee	110% of Village Costs (Time and Materials)	
10-5-5	Vacant Building Registration Fee (initial)	\$500.00	Each
10-5-5	Vacant Building Registration Fee- Renewal fee	\$100.00	/year
10-9-2	Fence Permit		
12-16-7	Zoning Certification Letter	\$30.00	Each
12-16-7	Appearance certificate	No charge	No charge
12-16-7	Plan Review by Zoning/Planning staff	\$275.00	Each
12-16-7	Change to an appearance certificate prior to issuance of occupancy permit	\$275.00	Each
12-16-7	Appeal of Action of Building Commissioner	\$140.00	Each
12-16-7	Appeal of Action of Appearance Commission	\$140.00	Each
12-16-7	Application for Variance - R-1, R-2 and R-3 districts	\$110.00	Each
12-16-7	Application for Variance - C-1, C-2, C/R and M districts	\$330.00	Each
12-16-7	Appeal of Zoning Board Decision	\$110.00	Each
12-16-7	Application for Zoning Map or Text Amendment (to R-1, R-2, or R-3 District)	\$275.00	Each
12-16-7	Application for Zoning Map or Text Amendment (to C-1, C-2, C/R or M District)	\$550.00	Each
12-16-7	Application for Text Revision	\$550.00	Each
12-16-7	Application for Special Use Permit (R-1, R-2, or R-3 District)	\$275.00	Each
12-16-7	Application for Special Use Permit (C-1, C-2, C/R or M District)	\$550.00	Each
12-16-7	Application for Planned Unit Developments	\$550.00	Each
12-16-7	Application for Amendments to previous Board of Trustees approval (within one year of approval)	\$275.00	Each
12-16-7	Subdivision Application - Minor subdivisions (1 acre or less)	\$550.00	Each
12-16-7	Subdivision Application - Subdivisions - first 5 lots	\$550.00	Each
12-16-7	Subdivision Application - Each additional lot	\$55.00	Each
12-16-7	Right of Way Vacations	\$330.00	Each
12-16-7	Plan commission escrow funds for administrative processing costs	\$1,000.00	Each

Legislative Summary

Ordinance 23-28

AMENDING TITLE 1 CHAPTER 4 OF THE MUNICIPAL CODE OF THE VILLAGE OF MORTON GROVE

Introduction:	November 28, 2023
Purpose:	To approve a Text Amendment to Title 1 Chapter 4 of the Morton Grove Municipal Code to update the fine schedule and other penalties for violation of the Municipal Code.
Background:	<p>On May 12 2008, pursuant to Ordinance 08-22, the Village Board amended Title 1 of the Village Code to provide a comprehensive fine schedule for violations of the Village's Municipal Code in one location so fines can be easily referenced by the Adjudication Hearing Officer, Courts and the public, and annually reviewed by Village staff as part of the annual budget process. At the direction of the Village President and Village Board of Trustees, the Village staff has reviewed Title 1 Chapter 4 of the Village Code to ensure such penalties are appropriate. There are no changes to the fine schedule this year.</p> <p>Monetary penalties assessed against minors (18 years and under) are often paid by the offender's parents or guardians, and do not always deter the offender from committing future violations. This Ordinance will give the court or adjudication hearing officer the option to require additional or alternative actions including community service, participation in treatment for mental health, substance use and other appropriate activities. The intent of these alternate remedies is to avert further Code violations, and connect minors and their families, and persons that may have mental health or substance abuse related issues to support systems and resources they may not otherwise receive. This Ordinance will amend Title 1, Chapter 4, Section 1 to give the court or adjudication hearing officer the option to require additional or alternative actions to fines including community service, participation in treatment for mental health, substance use and other appropriate activities for minors and non-minors in appropriate circumstances.</p>
Departments Affected	All Departments
Fiscal Impact:	None
Source of Funds:	N/A
Workload Impact:	Administration, Legal, Police, Building and Inspectional Services and Finance Department staff will implement this ordinance part of their normal duties
Administrator Recommend:	Approval as presented
Second Reading:	December 12, 2023
Special Considerations or Requirements:	None

Submitted by - Ralph Czerwinski, Village Administrator
Prepared by - Teresa Hoffman Liston, Corporation Counsel
Reviewed by - Hanna Sullivan, Director of Finance,
Michael Simo, Police Chief,

ORDINANCE 23-28

AMENDING TITLE 1 CHAPTER 4 OF THE MUNICIPAL CODE OF THE VILLAGE OF MORTON GROVE

WHEREAS, the Village of Morton Grove (Village), located in Cook County, Illinois is a home rule unit of government under the provisions of Article 7 of the Constitution of the State of Illinois, and 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 May 12 2008 pursuant to Ordinance 08-22, the Village Board amended the Village Code to provide a comprehensive fine schedule for violations of the Village's Municipal Code in one location so fines can be easily referenced by the Adjudication Hearing Officer, Courts and the public, and annually reviewed by Village staff as part of the budget process. The comprehensive fine schedule is now set forth in Title 1, Chapter 4 of the Code; and

WHEREAS, At the direction of the Village President and Village Board of Trustees, the Village staff has reviewed Title 1 Chapter 4 of the Village Code to ensure such penalties are appropriate, and has recommended certain fine amounts be modified; and

WHEREAS, monetary penalties assessed against minors (18 years and under) are often paid by the offender's parents or guardians, and do not always deter the offender from committing future violations; and

WHEREAS, Village Staff has proposed that, upon finding a defendant liable for a Village Code violation, the court or adjudication hearing officer be given the option to require additional or alternative actions including community service, participation in treatment for mental health, substance use and other appropriate activities for minors and non-minors in appropriate circumstances; and

WHEREAS, the intent of these alternate remedies is to avert further Code violations, and connect minors and their families, and persons that may have mental health or substance abuse related issues to support systems and resources they may not otherwise receive; and

WHEREAS, to keep the Municipal Code current and to protect and preserve the health, safety, and welfare of persons within the Village of Morton Grove, it is reasonable, appropriate, and necessary to update the Municipal Code.

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 1, Chapter 4, Section 1, Subsection c, entitled “General Penalties for Offenses and Violations” is hereby amended to state as follows:

1-4-1: GENERAL PENALTIES FOR OFFENSES AND VIOLATIONS

Whenever in this Code, or in any ordinance of the Village, any act or omission is prohibited or is made or declared to be unlawful or an offense or a violation of this Code, or whenever in such Code or ordinance the doing of any act is required or the failure to do any act is declared to be unlawful or an offense or a violation of this Code, the violation of any such provision of this Code or any ordinance shall be punishable by a fine of not less than seventy-five dollars (\$75.00) and not more than seven hundred fifty dollars (\$750.00) unless specifically provided otherwise in this chapter. In addition to or in lieu of any other fine or penalty provided for by this section or any other section of this Code, the court or adjudication hearing officer may also order the Defendant to complete any one or more of the of the following actions:

- a. Pay an amount of restitution approved by the Court or the adjudication hearing officer to any person or entity suffering personal injury or property damage as the result of the conduct; or
- b. Perform community service; or
- c. Attend a substance or mental health evaluation, and or counseling sessions, treatment, or psychoeducational sessions.

SECTION 3: 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 4: In the event this ordinance or any Code amendment herein conflicts with any statute, ordinance, or resolution or part thereof, the amendments in this ordinance shall be controlling and shall supersede all other statutes, ordinances, or resolutions but only to the extent of such conflict. Except as amended in this ordinance, all chapters and sections of the Village of Morton Grove Village Code are hereby restated, readopted, and shall remain in full force and effect.

SECTION 5: This ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form according to law.

Passed this 12th day of December 2023.

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

Approved by me this 12th day of December 2023.

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

Attested and Filed in my office this
13th day of December 2023.

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

Legislative Summary

Ordinance 23-29

AMENDING TITLE 1, CHAPTER 10J, LOCAL MOTOR FUEL TAX, TITLE 1, CHAPTER 10K, PREPARED FOOD AND BEVERAGE TAX, AND TITLE 1, CHAPTER 10P LOCAL PACKAGED LIQUOR TAX OF THE MUNICIPAL CODE OF THE VILLAGE OF MORTON GROVE

Introduction:	November 28, 2023
Purpose:	To update Title 1 Chapter 1o of the Village Code to increase the Local Municipal Fuel tax by one cent per gallon, the Prepared Food and Beverage Tax by one percent, and the Local Package Liquor Tax by one percent.
Background:	<p>The Village currently imposes a Local Motor Fuel Tax of four cents (\$0.04) per gallon of gas, a Municipal Prepared Food and Beverage Tax of one percent (1.0%) of the purchase price of prepared food and alcoholic liquor, and a Local Packaged Liquor Tax of one percent (1.0%) of the purchase price of packaged liquor within the Village. These taxes are paid by residents and non-residents of the Village and have diversified the Village's revenue base and reduced its dependency on property taxes.</p> <p>Due to recent inflationary pressures and rising pension and health insurance costs, additional revenue is needed to balance the 2024 Village Budget. To partially offset the Budget shortfall, the Village Administrator has recommended that the Local Motor Fuel Tax rate be increased from four cents (\$0.04) to five cents (\$0.05) per gallon of gasoline purchased, the Municipal Prepared Food and Beverage Tax rate be increased from one percent (1.0%) to two percent (2.0%) of the purchase price of prepared food and alcoholic liquor, (except from catering facilities), and the Local Packaged Liquor Tax rate be increased from one percent (1.0%) to two percent (2.0%) of the retail purchase price of packaged liquor.</p> <p>Increasing the Local Fuel Tax rate by an additional one cent (\$0.01) per gallon, will generate an additional \$100,000.00 in revenue, increasing the Prepared Food and Beverage Tax rate by an additional one percent (1.0%), except for purchases through catering facilities will generate an additional \$600,000.00 in revenue, and increasing the Package Liquor Tax rate by an additional one percent (1.0%) will generate an additional \$30,000.00 in revenue. This ordinance will increase these local taxes effective January 1, 2024</p>
Departments Affected	The Finance Department will implement and collect these local taxes as part of its normal workload.
Fiscal Impact:	These tax increases are expected to raise an additional \$730,000 per year to support Village operations
Source of Funds:	N/A
Workload Impact:	The Finance Department will oversee changes as part of its normal duties.
Administrator Recommends:	Approval as presented
2nd Reading:	December 12, 2023
Special Considerations / Requirements:	Affected businesses will be notified of these tax increases and requisite forms will be updated

Submitted by - Ralph Czerwinski, Village Administrator
Reviewed by - Teresa Hoffman Liston, Corporation Counsel
Prepared by - Hanna Sullivan, Director of Finance

ORDINANCE 23-29

AMENDING TITLE 1, CHAPTER 10J, LOCAL MOTOR FUEL TAX, TITLE 1, CHAPTER 10K, PREPARED FOOD AND BEVERAGE TAX, AND TITLE 1, CHAPTER 10P LOCAL PACKAGED LIQUOR TAX OF THE MUNICIPAL CODE OF THE VILLAGE OF MORTON GROVE

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

WHEREAS, on December 8, 2003, the Village adopted Ordinance 03-24 which established a Local Motor Fuel Tax in the Village Morton Grove; and

WHEREAS, pursuant to Title1 Chapter 10J the Village currently imposes and levies a tax upon the retail purchase of motor fuel within the Village, at the rate of four cents (\$0.04) per gallon or fraction thereof; and

WHEREAS, on December 8, 2003, the Village adopted Ordinance 03-25 which established Municipal Prepared Food and Beverage Tax in the Village Morton Grove; and

WHEREAS, pursuant to Title1 Chapter 10K the Village currently imposes and levies a tax upon the retail purchase of prepared foods and alcoholic liquor at any prepared food facility or alcoholic liquor facility within the Village of Morton Grove, at a rate of one percent (1.0%) of the purchase price of such prepared food and alcoholic liquor; and

WHEREAS, on November 25, 2019, the Village adopted Ordinance 19-22 which established a Local Packaged Liquor Tax in the Village Morton Grove; and

WHEREAS, pursuant to Title1 Chapter 10P the Village currently imposes and levies a tax upon the retail purchase of packaged liquor at any prepared liquor facility within the Village of Morton Grove, at a rate of one percent (1.0%) of the purchase price of such packaged liquor; and

WHEREAS, the Village currently receives substantial revenue as a result of these taxes; and

WHEREAS, these taxes are paid by residents and non-residents of the Village and have further diversified the Village's revenue base and reduced its dependency on property taxes; and

WHEREAS, the Village routinely reviews all Village taxes and fees to ensure their appropriateness and comparability with surrounding municipalities; and

WHEREAS, Village staff has determined that increasing the Local Motor Fuel Taxes rate from four cents (\$0.04) per gallon to five cents (\$0.05) per gallon will generate approximately \$100,000 per year in additional revenue and is consistent with the Local Motor Fuel Tax rate charged by neighboring communities including Lincolnwood and Skokie; and

WHEREAS, Village staff also recommends increasing the Municipal Prepared Food and Beverage Tax rate from one percent (1.0%) to two percent (2.0%) of the purchase price of prepared food and alcoholic liquor from all prepared food facilities and alcoholic liquor facility within the Village of Morton Grove except for catering facilities. Village staff recommends that the Municipal Prepared Food and Beverage Tax rate for prepared food facilities and alcoholic liquor purchased from catering facilities remain at one percent (1.0%). Increasing the Municipal Prepared Food and Beverage Tax rate from one percent (1.0%) to two percent (2.0%) of the purchase price of prepared food and alcoholic from all prepared food facilities and alcoholic liquor facility within the Village of Morton Grove except for catering facilities liquor will generate approximately \$600,000 per year in additional revenue and is consistent with the Municipal Prepared Food and Beverage Taxes charged by neighboring communities including Lincolnwood and Skokie; and

WHEREAS, Village staff has determined that increasing the Local Packaged Liquor rate from one percent (1.0%) to two percent (2.0%) of the retail purchase price of packaged liquor will generate approximately \$30,000 per year in additional revenue and is consistent with the Local Packaged Liquor Taxes charged by neighboring communities including Lincolnwood and Skokie; and

WHEREAS, the President and Village Board of the Village of Morton Grove have determined it is in the best interest to the Village of Morton Grove to now increase the Local Motor Fuel Tax rate from four cents (\$0.04) to five cents (\$0.05) per gallon of gasoline purchased, and the Municipal Prepared Food and Beverage Tax rate from one percent (1.0%) to two percent (2.0%) of the purchase price of prepared food and alcoholic liquor, (except from catering facilities) and the Local Packaged Liquor Tax rate from one percent (1.0%) to two percent (2.0%) of the retail purchase price of packaged liquor effective January 1, 2024; and

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: Title1 Chapter 10J Section 2 of the Municipal Code of the Village of Morton Grove is hereby amended to read as follows:

1-10J-2: TAX IMPOSED

There is hereby imposed and levied a tax upon the retail purchase of motor fuel within the Village, at the rate of five cents (\$ 0.05) per gallon or fraction thereof. This tax shall be in addition to all other taxes. The ultimate incidence and liability for payment

of such tax shall be upon the retail purchaser of motor fuel. Nothing herein shall be construed to impose a tax upon the occupation of selling motor fuel.

SECTION 3: Title1 Chapter 10K Section 2 of the Municipal Code of the Village of Morton Grove is hereby amended to read as follows:

1-10K-2: IMPOSITION OF TAX

There is hereby imposed and levied tax upon the retail purchase of prepared foods and alcoholic liquor at any prepared food facility or alcoholic liquor facility except for caterers as that term is defined in Title 4 Chapter 2 Section 1 of the Village Code within the Village of Morton Grove, at a rate of two percent (2.0%) of the purchase price of such prepared food and alcoholic liquor. There is hereby imposed and levied tax upon the retail purchase of prepared foods and alcoholic liquor from any caterer as that term is defined in Title 4 Chapter 2 Section 1 of the Village Code within the Village of Morton Grove, at a rate of one percent (1.0%) of the purchase price of such prepared food and alcoholic liquor. These taxes shall be in addition to all other taxes. The ultimate incidence and liability for payment of such tax shall be upon the retail purchaser thereof. Nothing herein shall be construed to impose a tax upon the occupation of selling prepared food and alcoholic liquor within the Village of Morton Grove.

SECTION 4: Title1 Chapter 10P Section 2 of the Municipal Code of the Village of Morton Grove is hereby amended to read as follows:

1-10P-2: IMPOSITION OF TAX

There is hereby imposed and levied a tax upon the retail purchase of packaged liquor at any prepared liquor facility within the Village of Morton Grove, at a rate of two percent (2.0%) of the purchase price of such packaged liquor. This tax shall be in addition to all other taxes. The ultimate incidence and liability for payment of such tax shall be upon the retail purchaser thereof. Nothing herein shall be construed to impose a tax upon the occupation of selling packaged liquor within the Village of Morton Grove

SECTION 5: 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 6: Except for 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 7: This ordinance shall be effective on January 1, 2024, and after its adoption, approval, and publication as provided by law.

Passed this 12th day of December 2023.

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

Approved by me this 12th day of December 2023.

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

Attested and Filed in my office this
13th day of December 2023.

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

Legislative Summary

Ordinance 23-30

AMENDING TITLE 10 ENTITLED “BUILDING AND CONSTRUCTION REGULATIONS” CHAPTER 10 ENTITLED “SIGN REGULATIONS” OF THE MUNICIPAL CODE OF THE VILLAGE OF MORTON GROVE

Introduction:	November 28, 2023
Purpose:	To approve an Amendment that modifies the sign regulations of Chapter 10-10 of the Morton Grove Municipal Code pertaining to window signage and screening, temporary signage, and select sign types.
Background:	<p>Staff continuously reviews the signage regulations established in Chapter 10-10 of the Morton Grove Municipal Code to ensure that they are kept current and address emerging issues. As the Village of Morton Grove seeks to reduce visual clutter along its commercial and industrial corridors, staff is recommending certain modifications to Chapter 10-10 to improve the Village’s control of certain signage types and simplify regulations to enhance enforcement efforts. The proposed amendment was designed to achieve the following:</p> <ul style="list-style-type: none">• Exempt all window signage from permitting and simplify dimensional requirements for easier enforcement.• Address and control the proliferation of graphic vinyl or similar window coverings.• Address and control solid-color window screening appliques, especially for public and first responder safety.• Prohibit series LED lighting (rope lighting) and neon tubing used to accentuate windows, buildings, and signage.• Prohibit new box signs.• Establish regulations for drive-through establishment signage.• Simplify temporary signage regulations and reduce maximum periods of installation. <p>At the request of Staff, the Appearance Commission reviewed the proposed amendment at a regularly scheduled meeting on November 7, 2023, and voted unanimously (7-0) to recommend approval of the amendment as presented. If approved by the Village Board of Trustees, Village staff will notify commercial and industrial property owners of the modified sign regulations by mail and provide direct guidance as needed.</p>
Programs, Dept’s, Groups Affected	Department of Community and Economic Development
Fiscal Impact:	N/A
Source of Funds:	N/A
Workload Impact:	The amendment will be implemented and supervised by staff as part of their normal work activities.
Administrative Recommendation:	Approval as presented
Second Reading:	December 12, 2023
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 23-30

AMENDING TITLE 10 ENTITLED “BUILDING AND CONSTRUCTION REGULATIONS” CHAPTER 10 ENTITLED “SIGN REGULATIONS” OF THE MUNICIPAL CODE OF THE VILLAGE OF MORTON GROVE

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, Village Staff has recommended certain modifications to Title 10, Chapter 10, entitled “Sign Regulations,” of the Municipal Code of the Village of Morton Grove to improve the regulation of window signage, window screening, temporary signage, and select sign types (the “Amendment”); and

WHEREAS, on November 7, 2023, the Appearance Review Commission reviewed the proposed Amendment to the Municipal Code and voted unanimously to recommend approval of the Amendment as presented by Village Staff; and

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

WHEREAS, the Village is desirous of assuring all policies and regulations 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 10, Chapter 10, Section 2, entitled, “Definitions,” is hereby amended to include the following new and revised uses, to be inserted in alphabetical order:

10-10-2: DEFINITIONS

MENU BOARD: A sign in connection with a drive-through establishment that displays items available for sale and pricing.

WALL SIGN: Any sign attached to the wall of a building or structure in a plane parallel or approximately parallel to the plane of said wall, ~~including permanent window signs.~~

WINDOW SIGNS: ~~A sign placed inside a building~~ Any sign attached to, painted on, or displayed inside within three (3) feet of the window which may be viewed from outside the building, excluding merchandise displays. Window signs shall include any vinyl or similar window coverings of any transparency with graphics but shall not include window screening of a single solid color.

WINDOW SCREENING: Any vinyl or similar window coverings of any transparency that are of a single solid color.

SECTION 3: Title 10, Chapter 10, Section 4, entitled, “Exempt Signs,” is hereby amended to include a new Subsection M entitled, “Window Signs and Window Screenings,” which shall read as follows:

10-10-4: EXEMPT SIGNS

M. Window Signs and Window Screenings:

1. Window signs may occupy no more than twenty-five percent (25%) of the total window area per frontage.
2. LED or neon style interior window signs shall be included in the limitations set forth in Section 10-10-7: H.1. However, no more than ten percent (10%) of total window area per frontage may be occupied by neon window signs.
3. Window screenings and window signs combined may occupy no more than fifty percent (50%) of the total window area per frontage, except that window screening coverage may be increased by written authorization of the Village Administrator.
4. Window screenings and window signs shall not obscure more than twenty-five percent (25%) of the window area of any public entrance door.

SECTION 4: Title 10, Chapter 10, Section 5, entitled, “Prohibited Signs,” is hereby amended to insert a new Subsection L and Subsection M, to read as follows:

10-10-5: PROHIBITED SIGNS

- K. Any sign which is a traffic hazard or a hazard to safety or health including signs which are of inadequate design, construction, repair, or maintenance.
- L. Series lighting or neon tubing visible from a public right of way used to accentuate or trim windows, architectural features, or to outline borders of windows, signs, or buildings.
- M. Box signs, except that existing nonconforming signs in good condition may be refaced with a sign permit.
- ~~L.N.~~ Any sign not expressly permitted by this chapter unless approved through the appearance commission's design review process. (Ord. 10-14, 8-9-2010)

SECTION 5: Title 10, Chapter 10, Section 7, Subsection C, entitled, “Electronic Messaging Signs,” is hereby amended to read as follows:

10-10-7: REGULATIONS BY TYPE OF SIGN AND ZONING DISTRICT

C. Electronic Messaging Signs:

1. Electronic messaging signs are allowed on up to fifty percent (50%) of the face of a wall sign, window sign, ground monument, and pylon signs on lots less than two (2) acres and up to seventy five percent (75%) of such signs on lots in excess of two (2) acres.

SECTION 6: Title 10, Chapter 10, Section 7, Subsection F, entitled, “Wall Signs,” is hereby amended to read as follows:

10-10-7: REGULATIONS BY TYPE OF SIGN AND ZONING DISTRICT

C. Wall Signs:

1. This subsection F applies to all wall signs including ~~box signs~~, raceway signs, channel cut signs, interior LED and neon style signs and signs on canopies and awnings over windows. Signage on canopies and awnings shall be limited to that part of the awning or canopy which is parallel to the building.
2. Wall signs shall not project more than twelve inches (12") from the building. No wall sign or its supporting structure shall project beyond the top of the wall to which it is attached. No sign shall cover or interfere with architectural details, windows, or mechanical equipment.
3. Up to one and one-half (1.5) square feet of wall signage per each linear foot of frontage or one hundred twenty (120) square feet of signage (whichever is less) shall be allowed on the primary frontage of each tenant space of a nonresidential building. The maximum area of wall signage on a primary frontage may be increased by twenty five percent (25%) if the building is set back by more than two hundred feet (200') from the public right of way.
4. Up to one and one-half (1.5) square feet of additional wall signage per each linear foot of frontage or thirty-two (32) square feet of signage (whichever is less) shall be allowed on the secondary frontage of each tenant space of a nonresidential building, provided said signage is at least five feet (5') from any sign on an adjacent frontage.
5. Up to fifteen (15) square feet of signage shall be allowed on the frontage facing an alley of each tenant space of a nonresidential building.
- ~~6. LED or neon style interior signs not exceeding ten percent (10%) of the window area shall be allowed in each tenant space in the C-1 and C-2 districts.~~
- ~~7.6.~~ The maximum length of any wall signs shall be limited to seventy five percent (75%) of the frontage of the tenant space where it is situated.

SECTION 7: Title 10, Chapter 10, Section 7, entitled, “Regulations by Type of Sign and Zoning District,” is hereby amended to add a new Subsection H entitled, “Drive-Through Establishment Signage,” to read as follows:

10-10-7: REGULATIONS BY TYPE OF SIGN AND ZONING DISTRICT

H. Drive-Through Establishment Signage:

1. In addition to the signs allowed in Sections 10-10-7: A through 10-10-7:H, restaurants and similar businesses with drive-through facilities shall be allowed a maximum of two (2) menu boards per drive-through lane provided the menu board signage meets the following standards:
 - a. The main or primary menu board shall not exceed forty (40) square feet in area or eight feet (8') in height from base grade.
 - b. The secondary menu board shall not exceed twenty (20) square feet in area or eight feet (8') in height from base grade.
 - c. Illumination from menu boards shall be contained to the drive-through lane.
 - d. Menu board signage shall comply with the requirements for electronic messaging signs established by Section 10-10-7:C, except that electronic message board signage area may be allowed on up to seventy-five percent (75%) of such signs on all lots.

SECTION 8: Title 10, Chapter 10, Section 8, entitled, "Temporary Signs and Displays," is hereby amended to be replaced in its entirety by the following:

10-10-8: TEMPORARY SIGNS AND DISPLAYS

- A. No permit is required for temporary exterior signs and displays listed in subsections B through F of this section. However, temporary exterior signs and displays must be approved in writing by the Village Administrator prior to installation and must conform to the requirements herein.
- B. Temporary Wall Signs:
 - 1. One (1) temporary wall sign shall be allowed for each frontage of a nonresidential property.
 - 2. The total area of temporary wall signs on a nonresidential property shall not exceed thirty-two (32) square feet.
 - 3. Temporary wall signs shall be installed on an exterior building wall or other stable structure with an approved anchorage. No temporary wall sign shall cover wholly or partially any window or wall opening or project beyond the ends or top of the building or wall to which it is attached.
 - 4. A temporary wall sign may be displayed for no more than thirty (30) consecutive days. No tenant space may display temporary wall signs for more than sixty (60) days in any calendar year.
 - 5. Temporary wall signs shall be professionally made. Unsecured, discolored, torn, or damaged signs shall be removed immediately.
- C. Temporary Freestanding Signs:
 - 1. For each street frontage of a nonresidential property, the Village Administrator may authorize one (1) temporary freestanding exterior sign up to thirty-two (32) square feet in area and six feet (6') in height, including any support structures.
 - 2. A temporary freestanding sign may be displayed for no more than sixty (60) days in any calendar year.
 - 3. A temporary freestanding sign shall be made of a rigid material or shall be applied to a rigid surface and shall meet the minimum setback requirements of Section 10-10-7: G.6.
- D. Temporary Promotional Displays:
 - 1. Temporary exterior promotional displays such as inflatable items, promotional flags, feather signs, and similar outdoor decorations may be displayed for a period not to exceed fifteen (15) consecutive days. No property may display temporary exterior promotional displays for more than thirty (30) days in any calendar year.
 - 2. Feather signs may not exceed twelve (12) feet in height and are limited to a maximum of one (1) per nonresidential property at any given time.
- E. Temporary Construction Signs:
 - 1. On properties with an active building permit for new construction and where no completed frontage exists, the Village Administrator may authorize temporary signage not to exceed thirty-two (32) square feet in area per street frontage.
 - 2. Temporary construction signs shall be installed on a stable structure with an approved anchorage.
 - 3. Temporary construction signs shall be removed within forty-eight (48) hours of the issuance of all certificates of occupancy for the project.
- F. Portable Signs: One (1) portable sign such as a sandwich board sign not exceeding four feet (4') in height and six (6) square feet per sign face shall be allowed for each frontage of a tenant space in the C-1, C-2, and C/R districts. Such signs shall only be displayed during the hours that the tenant space is open for business. Such signs shall be free of dents and other damage, shall be maintained in like new appearance, shall be weighted, or anchored to not tip over, and shall not impede pedestrian circulation or traffic flow.

SECTION 9: 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 10: 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 11: This ordinance shall be effective from and after its adoption, approval, and publication as provided by law.

Passed this 12th day of December 2023.

Trustee Khan _____

Trustee Minx _____

Trustee Shiba _____

Trustee Travis _____

Trustee Thill _____

Trustee Witko _____

Approved by me this 12th day of December 2023.

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

Attested and Filed in my office this
13th day of December 2023.

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

Legislative Summary

Resolution 23-52

AUTHORIZING A CONTRACTUAL AGREEMENT WITH DELL, INC TO PROVIDE FOR THE RENEWAL OF A MICROSOFT ENTERPRISE AGREEMENT FOR MICROSOFT SOFTWARE LICENSING FOR OPERATING AND PRODUCTIVITY SOFTWARE FOR VILLAGE STAFF AND USERS

Introduction:	December 12, 2023
Synopsis:	To authorize an enterprise-wide software agreement with Microsoft Corporation through Dell, Inc, the current State of Illinois contract reseller for operating and productivity software.
Purpose:	To maintain sufficient licensing of operating and productivity software according to the software's terms and conditions. The Microsoft Enterprise Agreement will allow the Village to maintain licensing compliance, software updates, upgrades, and technical support.
Background:	The Village of Morton Grove is required to maintain licensing for the software it uses in daily operations. The operating system, individual applications, cloud services, and connectivity to servers all maintain their own licensing scheme. The Enterprise Agreement licensing structure and software maintenance structure were originally established in 2008. The use of an Enterprise Agreement structure has advantages over individual purchases including lower platform costs, distributed payments, anniversary period renewals, and software upgrade assurances. The pricing and licensing structure for 2024 was competitively reviewed to ensure the fiscal responsibility of this agreement, and the IT Department Manager has recommended the Village renew its contract with the Dell, Inc of Round Rock, Texas, a large account reseller of Microsoft Software products, the maintains the current pre-negotiated State of Illinois reseller master blanket purchase order 19-7448DOIT-INFOT-P-17680 for Microsoft Enterprise Agreement licensing. The Enterprise Agreement renewal includes an annual maintenance fee for updates and upgrades (Microsoft Software Assurance) and license costs. The license pricing is held stable for 3 annual renewal periods if there are no adjustments to license quantity. The 2024 renewal is the first renewal period of the 3 stable pricing periods through the State of Illinois contract. This payment covers the license and maintenance period of January 1, 2024, through December 31, 2024, and the resolution is prepared before the expiration date for business continuity.
Departments Affected	All Departments.
Fiscal Impact:	The 2024 licensing and software maintenance expense is \$63,249.05.
Source of Funds:	Funds from the Information Technology division fiscal year 2024 is allocated for this Agreement.
Workload Impact:	The Information Technology division as part of their normal work activities will oversee and coordinate the management of this contract.
Administrator Recommendation:	Approval as presented
First Reading:	None required.
Special Considerations or Requirements:	None.

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

RESOLUTION 23-52

AUTHORIZING A CONTRACTUAL AGREEMENT WITH DELL, INC TO PROVIDE FOR THE RENEWAL OF A MICROSOFT ENTERPRISE AGREEMENT FOR MICROSOFT SOFTWARE LICENSING FOR OPERATING AND PRODUCTIVITY SOFTWARE FOR VILLAGE STAFF AND USERS

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 government affairs, including but not limited to the power to tax and incur debt; and

WHEREAS, the Village of Morton Grove utilizes and relies on Microsoft Corporation software to operate Village business; and

WHEREAS, the Village's use of Microsoft Corporation software is based on its compliance with the software's terms and conditions; and

WHEREAS, the Village is required to maintain a valid license for all software in use; and

WHEREAS, the Information Technology Division determined the Village needs to maintain and update its Microsoft operating and productivity software; and

WHEREAS, the Village established an Enterprise Agreement licensing structure with Microsoft in 2008 through Resolution 08-62 in order to comply with the Village's use of Microsoft Corporation software and maintain the Enterprise Agreement for the period January 1, 2024 through December 31, 2024; and

WHEREAS, Dell, Inc of Round Rock, Texas, a large account reseller of Microsoft Software products, maintains the current pre-negotiated State of Illinois reseller master blanket purchase order 19-7448DOIT-INFOT-P-17680 for Microsoft Enterprise Agreement licensing; and

WHEREAS, the Information Technology Division continues to explore competitive bids outside of pre-negotiated contract pricing; and

WHEREAS, the Information Technology Division recommend renewing the Microsoft Enterprise Agreement through Dell, Inc of Round Rock, Texas in order to maintain sufficient Microsoft Corporation software licenses through Dell, Inc to support the Village's business.

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 of the Village of Morton Grove or his designee is hereby authorized to execute, and the Village Clerk to attest, a contract with Dell, Inc, One Dell Way, Round Rock Texas, in the amount of \$63,249.05 based upon operating and productivity software for one hundred ninety (190) Microsoft 365 E3 licenses and five (5) Office 365 E1 level licenses per its quote document Attached hereto as Exhibit A.

SECTION 3: The Village Administrator and/or his designees are authorized to take all steps necessary to finalize negotiations for said contract and implement its terms and conditions.

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

Passed this 12th day of December 2023

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

Approved by me this 12th day of December 2023

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

Attested and Filed in my office this
13th day of December 2023

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



A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000168954879.1	Sales Rep	Phillip Reavis
Total	\$63,249.05	Phone	(800) 456-3355, 80000
Customer #	4531042	Email	Phillip.Reavis@Dell.com
Quoted On	Nov. 20, 2023	Billing To	VOMG ACCTPAYABLE
Expires by	Nov. 30, 2023		VILLAGE OF MORTON GROVE
Contract Name	Microsoft Licensing Solutions Provider (LSP)		6101 CAPULINA AVE
	CMT1176800		MORTON GROVE, IL 60053-2902
Contract Code	C000000765005		
Customer Agreement #	CMT1176800		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you are ready to place an order. Thank you for shopping with Dell!

Regards,
Phillip Reavis

Shipping Group

Shipping To	Shipping Method
BOYLE WONG VILLAGE OF MORTON GROVE 6101 CAPULINA AVE MORTON GROVE, IL 60053-2902 (847) 965-4100	Standard Delivery

Product	Unit Price	Quantity	Subtotal
VLA ENTERPRISE AUDIO CONFERENCING SELECT DIAL OUT SUB ADDON	\$0.00	195	\$0.00
VLA ENTERPRISE M365 E3 FROMSA SHRDSVR ALNG SUBSVL MVL PERUSR	\$309.13	120	\$37,095.60
VLA ENTERPRISE WIN AZURE ACTIVE DIRECTORY PREMIUM SHRDSVR SUBLIC PER USER ALNG	\$51.58	5	\$257.90

VLA ENTERPRISE M365 E3 SHRDSVR ALNG SUBSVL MVL PERUSR	\$363.64	70	\$25,454.80
VLA ENTERPRISE OFFICE365 PE1 SHRDSVR SUBLIC PER USER ALL LANGUAGES	\$88.15	5	\$440.75

Subtotal:	\$63,249.05
Shipping:	\$0.00
Environmental Fee:	\$0.00
Non-Taxable Amount:	\$63,249.05
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00

Total:	\$63,249.05
--------	-------------

Maximize your new technology on day one

Dell ProDeploy Suite



Shipping Group Details

Shipping To

BOYLE WONG
VILLAGE OF MORTON GROVE
6101 CAPULINA AVE
MORTON GROVE, IL 60053-2902
(847) 965-4100

Shipping Method

Standard Delivery

		Unit Price	Quantity	Subtotal
VLA ENTERPRISE AUDIO CONFERENCING SELECT DIAL OUT SUB ADDON		\$0.00	195	\$0.00
Estimated delivery if purchased today: Dec. 11, 2023 Contract # C000000765005 Customer Agreement # CMT1176800				
Description	SKU	Unit Price	Quantity	Subtotal
VLA ENTERPRISE AUDIO CONFERENCING SELECT DIAL OUT SUB ADDON	AC836511	-	195	-
		Unit Price	Quantity	Subtotal
VLA ENTERPRISE M365 E3 FROMSA SHRDSVR ALNG SUBSVL MVL PERUSR		\$309.13	120	\$37,095.60
Estimated delivery if purchased today: Dec. 11, 2023 Contract # C000000765005 Customer Agreement # CMT1176800				
Description	SKU	Unit Price	Quantity	Subtotal
VLA ENTERPRISE M365 E3 FROMSA SHRDSVR ALNG SUBSVL MVL PERUSR	AC836507	-	120	-
		Unit Price	Quantity	Subtotal
VLA ENTERPRISE WIN AZURE ACTIVE DIRECTORY PREMIUM SHRDSVR SUBLIC PER USER ALNG		\$51.58	5	\$257.90
Estimated delivery if purchased today: Dec. 11, 2023 Contract # C000000765005 Customer Agreement # CMT1176800				
Description	SKU	Unit Price	Quantity	Subtotal
VLA ENTERPRISE WIN AZURE ACTIVE DIRECTORY PREMIUM SHRDSVR SUBLIC PER USER ALNG	AC836510	-	5	-
		Unit Price	Quantity	Subtotal
VLA ENTERPRISE M365 E3 SHRDSVR ALNG SUBSVL MVL PERUSR		\$363.64	70	\$25,454.80
Estimated delivery if purchased today: Dec. 11, 2023 Contract # C000000765005 Customer Agreement # CMT1176800				
Description	SKU	Unit Price	Quantity	Subtotal
VLA ENTERPRISE M365 E3 SHRDSVR ALNG SUBSVL MVL PERUSR	AC836508	-	70	-
		Unit Price	Quantity	Subtotal
VLA ENTERPRISE OFFICE365 PE1 SHRDSRVR SUBLIC PER USER ALL LANGUAGES		\$88.15	5	\$440.75
Estimated delivery if purchased today: Dec. 11, 2023 Contract # C000000765005 Customer Agreement # CMT1176800				

Description	SKU	Unit Price	Quantity	Subtotal
VLA ENTERPRISE OFFICE365 PE1 SHRDSRVR SUBLIC PER USER ALL LANGUAGES	AC836509	-	5	-
				<hr/>
				Subtotal: \$63,249.05
				Shipping: \$0.00
				Environmental Fee: \$0.00
				Estimated Tax: \$0.00
				<hr/>
				Total: \$63,249.05

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringsspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

Proposal ID

2602069.004

Enrollment Number

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:

Profile	Qualified Devices	Qualified Users	Device / User Ratio	CAL Licensing Model
Enterprise	190	195	1.0	User Licenses

Products	Enterprise Quantity
Office 365 Plans	
Office 365 Plan E1 USL	5
Microsoft 365 Enterprise	
M365 E3 USL Unified	70
M365 E3 From SA Unified	120

Enrolled Affiliate's Product Quantities:

Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + M365 Apps for Enterprise + Office 365 (Plans E3 and E5) + Microsoft 365 Enterprise	Client Access License + Office 365 (Plans E1, E3 and E5) + Microsoft 365 Enterprise	Client Access License + Windows Intune + EMS USL + Microsoft 365 Enterprise	Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise
Quantity	190	195	190	190

Enrolled Affiliate's Price Level:

Product Offering / Pool	Price Level
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

Notes

Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:

Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D

Note 1: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.

Note 2: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level “A” throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.

Legislative Summary

Resolution 23-53

AUTHORIZING AN AGREEMENT WITH THE FOREST PRESERVE DISTRICT OF COOK COUNTY FOR THE ALBERT-DAVIS WATER MAIN IMPROVEMENTS PROJECT

Introduced:	December 12, 2023
Purpose:	To authorize the execution of a license to be issued by the Forest Preserve District of Cook County (Forest Preserve District) associated with a proposed water main within the Linne Woods forest preserve.
Background:	<p>The Public Works Department developed a project to replace a deteriorated water main crossing the river on property owned by the Forest Preserve District of Cook County. The Forest Preserve District issues a license for these types of improvements. Exhibit "A" includes a license template illustrating an example of the standard terms. Exhibit "B" includes estimated fees associated with the license. The license agreement is for a 10-year term with a renewal option for a fee estimated to be \$40,000 that would be due in 2033 based on the County's current fee policy.</p> <p>This Resolution will authorize negotiation of the final version of the license, execution of the license, and payment of fees associated with the license.</p>
Departments or Groups Affected	Public Works Department
Fiscal Impact:	The estimated value of the license agreement is \$188,055.90
Source of Funds:	2023 Enterprise Fund Account Number 40-50-33-57-2020
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- 53

AUTHORIZING AN AGREEMENT WITH THE FOREST PRESERVE DISTRICT OF COOK COUNTY FOR THE ALBERT-DAVIS WATER MAIN IMPROVEMENTS PROJECT

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

WHEREAS, the Public Works Department developed a project to replace a deteriorated water main crossing the river within the forest preserve; and

WHEREAS, the water main pipe will be installed by drilling an underground hole and pulling the pipe through that hole; and

WHEREAS, it is advantageous to perform this drilling work when the ground is frozen, so the work is planned to occur between January and March; and

WHEREAS, time is of the essence to begin construction for this project during the winter; and

WHEREAS, this water main is located within Linne Woods forest preserve on property owned and maintained by the Forest Preserve District of Cook County (District), roughly aligned with Albert Avenue to the west and Davis Avenue to the east; and

WHEREAS, replacement of this important water main requires the permission of the District; and

WHEREAS, the District's process for allowing this type of improvement is to issue a license; and

WHEREAS, a license template included in Exhibit "A" includes standard terms required by the District; and

WHEREAS, the license will grant the Village authority to locate, operate, and maintain the water main for a 10-year term; and

WHEREAS, the District will charge three principal fees that include a license fee, a tree mitigation fee associated with the license, and fees for "out of pocket" expenses incurred by the District included in Exhibit "B", estimated to total \$188,055.90; and

WHEREAS, the current District policy states an existing license that expires will be renewed at a rate fifty percent lower than that specified for issuance of a new license, which is estimated to be \$40,000 in 2033 based on extrapolation from a schedule of fees published by the District; and

WHEREAS, the fees are subject to change if the work would be altered in a manner that would increase or decrease the impact to the area or to the trees included in the license; and

WHEREAS, the 2023 and 2024 Adopted Budgets include sufficient funds to cover the fee, whether paid in 2023 or 2024, in Enterprise Fund Account 40-50-330-57-2020; and

WHEREAS, the Board of Commissioners of the Forest Preserve District of Cook County voted to approve a license agreement with the Village on December 12, 2023.

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 and directed to finalize the negotiation and any administrative aspects of the license agreement that may arise before the license is signed by the Village.

SECTION 3: The Village President is authorized to sign, and the Village Clerk is authorized to attest to the license agreement issued by the Forest Preserve District of Cook County in a form that substantively conforms to the license template included in Exhibit "A".

SECTION 4: There is hereby appropriated the sum of \$188,055.90 or so much thereof as may be necessary to pay for the cost of this license.

SECTION 5: Upon execution of the license by the Village, the Village will pay a lump sum to the Forest Preserve District of Cook County which shall be an amount equal to 100% of its obligation incurred under the license and will pay to the Forest Preserve District of Cook County any additional amount that may come due under the license.

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 license.

SECTION 7: This Resolution shall be in full force and effect upon its passage and approval.

Passed this 12th day of December 2023

Trustee Khan _____

Trustee Minx _____

Trustee Shiba _____

Trustee Thill _____

Trustee Travis _____

Trustee Witko _____

Approved by me this 12th day of December 2023

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

Attested by me and Filed in my office this
13th day of December 2023

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

EXHIBIT "A"

License No.

LICENSE
ISSUED BY
FOREST PRESERVE DISTRICT
OF COOK COUNTY, ILLINOIS
536 N. Harlem Avenue
River Forest, Illinois 60305

The Forest Preserve District of Cook County (hereinafter the "District") hereby grants to:

(Licensee)

Address

Authority to locate, operate and maintain
(hereinafter referred to as the "Facilities")

upon, across, through, or under the following described real estate and according to the plans included herewith as Exhibit A, and provisions contained herein.

2. **Term.** The term for this license will be ten (10) years, subject to the provisions of paragraph 6 and 7.

3. **Fee.** A onetime fee of \$XXXX will be charged for the term of this license.

4. **No Estate in Land.** This instrument creates a License only and Licensee does not hold and shall not claim at any time any interest or estate of any kind or extent whatsoever in the District's property by virtue of this License or the Licensee's use of the District's property. In the event that for any year or partial year following issuance of the License, the taxing authorities of Cook County assess any general real estate taxes against the District, the Licensee or any other party pursuant to the License, including but not limited to any assessment pursuant to 35 ILCS 200/15-60 and 200/9-195, Licensee shall protect, defend, and hold the District harmless from any and all such tax liability and the Licensee shall be responsible for the payment of such taxes when first due and owing and before any penalty attaches.

5. **Plans.** The plans and manner of execution or operation shall meet the approval of and be done to the satisfaction of the General Superintendent of the District or his authorized representative.

6. **Maintenance - Removal.** The Facilities shall be maintained by the Licensee at its sole expense. To the extent the District determines that the facilities must be removed or relocated for operational purposes, such Facilities are to be relocated or removed by said Licensee, at the sole cost and expense of said Licensee, upon not less than ninety (90) days written notice to the Licensee at his last known address. In addition, upon expiration of this License, unless timely renewed, Licensee may, at the District's election, be required to remove the Facilities and restore the premises as nearly as reasonably possible to the condition existing prior to such removal. Upon failure of the Licensee to properly maintain said Facilities, or failure to relocate or remove the same upon due notice as aforesaid, after 30 day prior notice to licensee the District shall have the right to cause the same to be done, and it is understood and agreed the said Licensee shall reimburse the District for cost or expense of such maintenance, relocation, or removal.

EXHIBIT "A"

7. **Permits.** The issuance of this License by the District in no way relieves the Licensee from the obligation to apply for and receive, before the commencement of any work, all other licenses or permits required by any Federal, State, or local agency for the construction, operation, and maintenance of the Facilities.

8. **Tree Trimming, Other Alterations.** It is further agreed that no trees, shrubs, or forest growth shall be cut, trimmed or removed nor shall any building or utilities of the District be disturbed without the permission of the General Superintendent of the District or his authorized representative.

9. **Indemnification.** The Licensee hereby indemnifies and agrees to hold harmless and defend the District, its Commissioners, officers, agents, servants and employees from and against any loss, claim, damage or claim for damages, and liabilities, including reasonable attorney's fees, for injuries to all persons and damage to or theft, misappropriation or loss of property occurring in or about the Facilities or District property arising out of the issuance of the License, the Licensee's use or occupancy of the Facilities or from any activity, work or thing done, permitted or suffered by the Licensee in or about the Facilities, including any release of any substance from the Facilities and any violation of environmental or other regulations, or from any breach or default on the part of the Licensee in the performance of any provision of this License or due to any other act or omission of the Licensee or any of its agents, contractors, invitees or employees.

10. **Security During Construction.** All Licensees herein other than (1) Public Utility Companies, (2) the City of Chicago, (3) the State of Illinois, (4) the Federal Government, (5) the County of Cook, Illinois, (6) the Metropolitan Water Reclamation District of Greater Chicago, (7) a Department of the foregoing, or (8) another unit of local government shall in accordance with Section 6-1-2 and 6-1-3 of the Official Code of the Forest Preserve District (the "Code") deposit a Certified or a Cashier's Check drawn to the order of the said District in the amount of \$20,000 (Twenty Thousand dollars) to be held as a guaranty that all the conditions and provisions prescribed herein with respect to restoration of the premises to their former condition after construction shall be complied with. All such Licensees shall also furnish the District with a CERTIFICATE OF INSURANCE prepared by said Licensee's liability insurance carrier, satisfactory to said District and covering construction operations. In the event the INSURANCE is deemed unsatisfactory by the District, the Licensee shall upon request furnish the District with a SURETY BOND in accordance with Section 6-1-3 of the District Code in the amount of N/A (\$) (When amount is omitted Insurance Certificate is accepted and Surety Bond is not required).

11. **Bonding by Independent Contractor.** It is further understood that if the Licensee herein elects to construct, operate, or maintain the Facilities through the services of an independent contractor, then the Licensee shall require the said independent contractor to deposit with the District a Certified or Cashier's Check all as hereinbefore outlined under Provision 10 in the amount of N/A and shall furnish the District with a **CERTIFICATE OF INSURANCE** prepared by said Independent Contractor's liability insurance carrier, satisfactory to said District and covering construction operations.

12. **Insurance; Minimum Coverage.** Licensee or its Independent Contractor at its sole cost and expense shall purchase and maintain in full force and effect during construction the following minimum insurance coverage: (i) comprehensive general public liability insurance (including contractual liability insurance covering Licensee's indemnification obligations hereunder) in an amount not less than \$3,000,000.00 per occurrence for bodily injury or death and \$1,000,000.00 for property damage; comprehensive automobile liability insurance in the same amounts as the comprehensive general public liability coverage; and worker's compensation insurance and employer's liability insurance with limits of not less than \$500,000.00. All such policies of insurance (except worker's compensation) shall name the Forest Preserve District of Cook County, its commissioners, officers, agents, and employees as additional insureds and shall provide that the District shall be notified ten (10) days prior to any change or cancellation of the policy. Licensee (not including its Independent Contractor) shall have the right to self-insure for the required insurance coverage.

EXHIBIT "A"

13. **Construction Operations.** All construction operations, vehicle movements and material storage shall take place within the width required for construction. If temporary fencing is required all operations shall take place within said fenced area. All surplus excavated material, trees or stumps removed, and any other debris resulting from construction shall be disposed of off of District property. All ditches shall be restored back to their original contours. Underground utilities to be crossed or paralleled shall be located by the owner of the facility upon request of the contractor. Contractor shall give 48 hours notice prior to construction to facility owners. Contractor at his expense shall expose by hand any underground facility to be crossed prior to the use of any machinery. In the case of trenching, all trenches will be backfilled and mechanically compacted before topsoil is placed over trench.

14. **Temporary Fencing.** All temporary fencing required shall be installed prior to the commencement of any construction operations. All fencing shall be maintained in place throughout construction and shall be repaired as needed by the licensee or its independent contractor. All fencing is to remain in place until after restoration has been completed. After acceptance of restoration by the District all temporary fencing shall be removed from the site and disposed of off District property at the sole expense of the licensee or its independent contractor.

15. **Manhole Covers.** All manhole covers installed on Forest Preserve District property shall be of a type that either bolt down or incorporate some type of locking device. All manhole covers shall be set flush with the final grade.

16. **Restoration After Construction.** All areas disturbed by construction operations shall be top-dressed after final settlement with original topsoil, cultivated, fine graded, seeded and mulched as directed by the District.

The seeding and mulching proportions and amounts shall be per the District's requirements.

Seeding shall take place only before May 15 and between August 1 and October 15th except when authorized otherwise by the District in writing. Deliver seed tags to the Planning and Development Department at the FPD General Headquarters in River Forest, Illinois.

Erosion control blanket, if used upon completion, shall be Tensar North American Green S75BN or S150BN, or approved equal. No nylon or plastic netting will be allowed.

All materials must meet the approval of the District's Landscape Architect.

17. **Notations on Plans.** All notations, as indicated on the plan marked Exhibit A, are part of this License.

18. **License not Assignable.** This License is not assignable or transferable without prior written consent of the District. Any such assignment made without prior written consent shall be null and void and shall have no force or effect and shall entitle the District to terminate this License.

19. **Prior Notice.** Licensee shall give forty-eight (48) hours prior notice to the General Superintendent of the District, or his authorized representative, before starting any of the aforesaid work.

EXHIBIT "A"

20. **Effective Date.** This License shall become effective only when all requirements of Sections 3, 10, and 11 are complied with by the Licensee and this License has been fully executed and delivered to Licensee.

License accepted this _____ day of _____, 2022

Name of Licensee _____

Address _____

ATTEST:

SIGNED:

_____ By _____

(Title)

(Title)

RECOMMENDED:

(1) _____
Licensed Surveyor

(2) _____
Director of Resource Management

(3) _____
Director of Planning and Development

(4) _____
Chief Attorney – as to form

RECOMMENDED for signature by President on this

Date, _____, 2022

General Superintendent

IN WITNESS WHEREOF the said Forest Preserve District of Cook County, Illinois has caused its name to be signed to these presents by its President and attested by its Secretary with its Corporate Seal affixed this _____ day of _____, 2022.

FOREST PRESERVE DISTRICT OF COOK COUNTY, ILLINOIS

(SEAL)

By _____
Toni Preckwinkle - President

ATTEST:

By _____
Acting Secretary

EXHIBIT "B"



License Fee Calculation

License No.

Length		Width		Square Ft		Acres
1,290	X	15	=	19,350	=	0.4442
		Cost/Acre		Acres		License Fee
		\$94,000.00	X	0.4442	=	\$41,754.80
				YELAR	=	\$7,050.00
				Application Fee	=	\$500.00
				Level One Review Fee	=	\$3,000.00
				Level Two Review Fees	=	\$0.00
				Total Fee	=	\$52,304.80

Appendix A Cost per Acre, Minimum License Fee, and YELAR Program Fee

Year	Cost per Acre	Minimum Fee	YELAR Program Fee
2020	\$88,000.00	\$4,400.00	\$6,600.00
2021	\$90,000.00	\$4,500.00	\$6,750.00
2022	\$92,000.00	\$4,600.00	\$6,900.00
2023	\$94,000.00	\$4,700.00	\$7,050.00
2024	\$96,000.00	\$4,800.00	\$7,200.00
2025	\$98,000.00	\$4,900.00	\$7,350.00
2026	\$100,000.00	\$5,000.00	\$7,500.00

EXHIBIT "B"



Forest Preserve District of Cook County

Version: 2023.01

Tree Mitigation Review Form

Applicant Name Village of Morton Grove	Internal Project Number (if applicable) 20458.39
Project Name Albert Davis Water Main	

Live Trees

Complete using Table A

1a	Total number of trees w/ multiplier of 1 / C =>5	1a	0	b	Value.	1b	\$	-
2a	Total number of trees w/ multiplier of .75 / C=2-4	2a	4	b	Value.	2b	\$	131,890.93
3a	Total number of trees w/ multiplier of .50 / C=0-1	3a	1	b	Value.	3b	\$	2,174.40
4a	Total number of trees w/ multiplier of .20 / NN	4a	0	b	Value.	4b	\$	-
5	Add lines 1b through 4b. This is your total fee for live trees.						5	\$ 134,065.33

Dead Trees

Complete using Table B

6a	Total number of trees w/ multiplier of 1 / C =>5	6a	0	b	Value.	6b	\$	-
7a	Total number of trees w/ multiplier of .75 / C=2-4	7a	0	b	Value.	7b	\$	-
8a	Total number of trees w/ multiplier of .50 / C=0-1	8a	0	b	Value.	8b	\$	-
9a	Total number of trees w/ multiplier of .20 / NN	9a	0	b	Value.	9b	\$	-
10	Add lines 6b through 9b.						10	\$ -
11	Multiply line 10 by 0.50. This is your total fee for dead trees.						11	\$ -

Coarse Woody Debris

Complete using Table C

12a	Total length of plots with low concentration / 10-49%	12a	56	b	Value.	12b	\$	1,685.77
13a	Total length of plots with high concentration / ≥50%	13a	0	b	Value.	13b	\$	-
14a	Total length of plots with N/A concentration / <10%	14a	1505	b	Value.	14b	\$	-
15	Add lines 12b through 14b. This is your total fee for coarse woody debris.						15	\$ 1,685.77

Total Tree Mitigation Fee

16	Add lines 5, 11, and 16. This is your total tree mitigation fee.						16	\$ 135,751.10
-----------	---	--	--	--	--	--	-----------	---------------

Required Enclosures

The following attachments are required as part of your application.

Tree Survey maps and GIS data	<input checked="" type="checkbox"/>
Table A: Tree Valuation Matrix for Live Trees	<input checked="" type="checkbox"/>
Table B: Tree Valuation Matrix for Dead Trees	<input type="checkbox"/>
Table C: Tree Valuation Matrix for Coarse Woody Debris	<input checked="" type="checkbox"/>

EXHIBIT "B"



Forest Preserve District of Cook County

Table A: Tree Valuation Matrix for Live Trees

Version: 2023.01

Instructions: Complete the highlighted column for every live tree surveyed/inventoried. Indicate species and location from the dropdown menus, where indicated. Click the "Add New Row" button at the bottom of the table for additional lines. Delete any unused entry rows showing #REF! or #N/A errors.

OBJECTID *	STARTING DIAMETER (DBH)	MULTI-STEM? (yes or no)	SPECIES (select from dropdown)	YEAR SCHEDULED TO BE REMOVED	ANTICIPATED GROWTH	YEARS UNTIL REMOVAL	TOTAL DIAMETER	RADIUS	RADIUS SQ	PI	BASIC VALUE PER INCH CROSS SECTION	MAX TREE VALUE	LOCATION (select from dropdown)	LOCATION/C ONDITION MULTIPLIER	ADJUSTED BASE TREE VALUE	Native Index value of 5 or greater	Total \$ for trees w/ multiplier of 1	Native Index value of 2 to 4	Total \$ for trees w/ multiplier of .75	Native Index value of 1 or 0	Total \$ for trees w/ multiplier of .50	Non-native trees	Total \$ for trees w/ multiplier of .20
A	6	NO	Ulmus americana	2024	0	1	6	3.00	9.00	3.14	133.17	3763.38	INP/ILWR	0.65	2446.20	0 \$	-	0.75 \$	1,834.65	0 \$	-	0 \$	-
B	8	NO	Prunus serotina	2024	0.127	1	8	4.00	16.00	3.14	133.17	6690.46	INP/ILWR	0.65	4348.80	0 \$	-	0 \$	-	0.5 \$	2,174.40	0 \$	-
C	10	NO	Ulmus americana	2024	0.143	1	10	5.00	25.00	3.14	133.17	10453.85	INP/ILWR	0.65	6795.00	0 \$	-	0.75 \$	5,096.25	0 \$	-	0 \$	-
D	34	NO	Populus deltoides	2024	0.24	1	34	17.00	289.00	3.14	133.17	120846.45	INP/ILWR	0.65	78550.19	0 \$	-	0.75 \$	58,912.64	0 \$	-	0 \$	-
E	36	NO	Populus deltoides	2024	0.24	1	36	18.00	324.00	3.14	133.17	135481.83	INP/ILWR	0.65	88063.19	0 \$	-	0.75 \$	66,047.39	0 \$	-	0 \$	-

Add New Row

Box 1a	Box 1b	Box 2a	Box 2b	Box 3a	Box 3b	Box 4a	Box 4b
Total # of trees w/ multiplier of 1	Total \$ for trees w/ multiplier of 1	Total # of trees w/ multiplier of .75	Total \$ for trees w/ multiplier of .75	Total # of trees w/ multiplier of .5	Total \$ for trees w/ multiplier of .50	Total # of trees w/ multiplier of .2	Total \$ for trees w/ multiplier of .20
0	\$ -	4	\$ 131,890.93	1	\$ 2,174.40	0	\$ -

TOTAL LIVE TREES:
5

TOTAL MITIGATION (LIVE TREES):
\$134,065.33

Box 5

EXHIBIT "B"



Forest Preserve District of Cook County

Version: 2023.01

Table B: Tree Valuation Matrix for Dead Trees

Instructions : Complete the highlighted column for every standing or leaning dead tree surveyed/inventoried. The live value of each tree will be initially calculated, and subsequently reduced by the appropriate factor. Indicate species and location from the dropdown menus, where indicated. Click the "Add New Row" button at the bottom of the table for additional lines. Delete any unused entry rows showing #REF! or #N/A errors.

STEP 1: LIVE VALUE																			
OBJECTID *	STARTING DIAMETER (DBH)	MULTI-STEM? (yes or no)	SPECIES (select from dropdown)	RADIUS	RADIUS SQ	PI	BASIC VALUE PER INCH CROSS SECTION	MAX TREE VALUE	LOCATION (select from dropdown)	LOCATION/C ONDITION MULTIPLIER	ADJUSTED BASE TREE VALUE	Native Index value of 5 or greater	Total \$ for trees w/ multiplier of 1	Native Index value of 2 to 4	Total \$ for trees w/ multiplier of .75	Native Index value of 1 or 0	Total \$ for trees w/ multiplier of .50	Non-native trees	Total \$ for trees w/ multiplier of .20
			-	0.00	0.00	3.14	133.17	0.00	General	0.585	0.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -
			-	0.00	0.00	3.14	133.17	0.00	General	0.585	0.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -
			-	0.00	0.00	3.14	133.17	0.00	General	0.585	0.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -
			-	0.00	0.00	3.14	133.17	0.00	General	0.585	0.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -

Add New Row

Box 6a	Box 6b	Box 7a	Box 7b	Box 8a	Box 8b	Box 9a	Box 9b
Total # of trees w/ multiplier of 1	Total \$ for trees w/ multiplier of 1	Total # of trees w/ multiplier of .75	Total \$ for trees w/ multiplier of .75	Total # of trees w/ multiplier of .5	Total \$ for trees w/ multiplier of .50	Total # of trees w/ multiplier of .2	Total \$ for trees w/ multiplier of .20
0	\$ -	0	\$ -	0	\$ -	0	\$ -

TOTAL DEAD TREES:
0

TOTAL LIVE VALUE OF DEAD TREES:
\$0.00

Box 10

STEP 2:
Live Value x (0.50) =
TOTAL MITIGATION (DEAD TREES):
\$0.00

Box 11

EXHIBIT "B"



Forest Preserve District of Cook County

Version: 2023.01

Table C: Tree Valuation Matrix for Coarse Woody Debris

Instructions: Complete a section for each survey plot across the length of the project area, assigning a debris concentration based on the criteria detailed in the Tree Mitigation Plan. The value of coarse woody debris for each plot will be calculated. The total combined length of all plots should match the project area length listed on the applicant's land use request.

1	PLOT ID	PLOT LENGTH <i>(500 ft. max)</i>	PLOT WIDTH <i>(FT)</i>	SQ FT	ACRES	DEBRIS CONCENTRATION <i>(select from dropdown)</i>	VALUE PER ACRE
	PLOT 1	150	50	7500	0.17218	N/A (<10%)	\$ -
	TOTAL MITIGATION FOR PLOT PLOT 1						\$ -

2	PLOT ID	PLOT LENGTH <i>(500 ft. max)</i>	PLOT WIDTH <i>(FT)</i>	SQ FT	ACRES	DEBRIS CONCENTRATION <i>(select from dropdown)</i>	VALUE PER ACRE
	PLOT 2	150	50	7500	0.17218	N/A (<10%)	\$ -
	TOTAL MITIGATION FOR PLOT PLOT 2						\$ -

3	PLOT ID	PLOT LENGTH <i>(500 ft. max)</i>	PLOT WIDTH <i>(FT)</i>	SQ FT	ACRES	DEBRIS CONCENTRATION <i>(select from dropdown)</i>	VALUE PER ACRE
	PLOT 3	500	50	25000	0.57392	N/A (<10%)	\$ -
	TOTAL MITIGATION FOR PLOT PLOT 3						\$ -

4	PLOT ID	PLOT LENGTH <i>(500 ft. max)</i>	PLOT WIDTH <i>(FT)</i>	SQ FT	ACRES	DEBRIS CONCENTRATION <i>(select from dropdown)</i>	VALUE PER ACRE
	PLOT 4	500	50	25000	0.57392	N/A (<10%)	\$ -
	TOTAL MITIGATION FOR PLOT PLOT 4						\$ -

5	PLOT ID	PLOT LENGTH <i>(500 ft. max)</i>	PLOT WIDTH <i>(FT)</i>	SQ FT	ACRES	DEBRIS CONCENTRATION <i>(select from dropdown)</i>	VALUE PER ACRE
	PLOT 5	205	50	10250	0.23531	N/A (<10%)	\$ -
	TOTAL MITIGATION FOR PLOT PLOT 5						\$ -

6	PLOT ID	PLOT LENGTH <i>(500 ft. max)</i>	PLOT WIDTH <i>(FT)</i>	SQ FT	ACRES	DEBRIS CONCENTRATION <i>(select from dropdown)</i>	VALUE PER ACRE
	PLOT 6	56	50	2800	0.06428	Low/Moderate (10% - 49%)	\$ 26,225.38
	TOTAL MITIGATION FOR PLOT PLOT 6						\$ 1,685.77

7	PLOT ID	PLOT LENGTH <i>(500 ft. max)</i>	PLOT WIDTH <i>(FT)</i>	SQ FT	ACRES	DEBRIS CONCENTRATION <i>(select from dropdown)</i>	VALUE PER ACRE
		0	0	0	0.00000	-	\$ -
	TOTAL MITIGATION FOR PLOT						0 \$ -

8	PLOT ID	PLOT LENGTH <i>(500 ft. max)</i>	PLOT WIDTH <i>(FT)</i>	SQ FT	ACRES	DEBRIS CONCENTRATION <i>(select from dropdown)</i>	VALUE PER ACRE
		0	0	0	0.00000	-	\$ -
	TOTAL MITIGATION FOR PLOT						0 \$ -

TOTAL VALUE OF COARSE WOODY DEBRIS:

TOTAL COMBINED LENGTH OF ALL PLOTS:

\$1,685.77

1561 Feet

Box 15

Box 12a Total length of plots with low/moderate debris concentration	Box 12b Total \$ for plots with low/moderate debris concentration	Box 13a Total length of plots with heavy debris concentration	Box 13b Total \$ for plots with heavy debris concentration	Box 14a Total length of plots with N/A debris concentration	Box 14b Total \$ for plots with N/A debris concentration
56	\$ 1,685.77	0	\$ -	1505	\$ -

Legislative Summary

Resolution 23-54

AUTHORIZING A CONTRACT WITH SWALLOW CONSTRUCTION CORPORATION FOR THE ALBERT-DAVIS WATER MAIN IMPROVEMENTS PROJECT

Introduced:	December 12, 2023
Purpose:	To authorize the Village Administrator to execute an agreement with Swallow Construction Corporation for construction for Albert-Davis Water Main Improvements Project and to execute change orders up to 10 percent of the contract value.
Background:	The Public Works Department developed a project to replace a deteriorated water main crossing the river within the forest preserve. This important water main is roughly aligned with Albert Avenue to the west and Davis Avenue to the east. Bids were solicited on the Village website for eighteen business days. Thirty-two entities downloaded contract documents. Eight bids were received and opened on November 30, 2023. The tabulation of bids is attached as Exhibit "A." Swallow Construction Corporation submitted the lowest bid and is qualified to perform this work. This contract conforms to the purchasing requirements of the Village. This contract must conform to the requirements of the Prevailing Wage Act.
Departments Affected	Public Works Department
Fiscal Impact:	\$745,796.50 for the contract plus up to \$74,579.00 (10 percent of the contract amount)
Source of Funds:	2024 Enterprise Fund Account Number 40-50-33-57-2020
Workload Impact:	Construction engineering to be performed by Ciorba Group, Inc. The Public Works Department will provide overall management of the project.
Admin. Recommendation:	Approval as presented.
Second Reading:	Not Required
Special 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 23-54

AUTHORIZING A CONTRACT WITH SWALLOW CONSTRUCTION CORPORATION FOR THE ALBERT-DAVIS WATER MAIN IMPROVEMENTS PROJECT

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

WHEREAS, the Public Works Department developed a project to replace a deteriorated water main crossing the river within the forest preserve; and

WHEREAS, this important water main is located within Linne Woods forest preserve roughly aligned with Albert Avenue to the west and Davis Avenue to the east; and

WHEREAS, Resolution 23-53 approved December 12, 2023, authorized execution of an agreement with the Forest Preserve District of Cook County (“District”) to install a new water main on District property; and

WHEREAS, the Public Works Department advertised on the Village website beginning November 7, 2023, inviting bids on the “Albert-Davis Water Main Improvements Project”; and

WHEREAS, the bidding procedures comply with purchasing requirements of the Municipal Code, Title 1, Chapter 9, Article A; and

WHEREAS, thirty-two entities downloaded contract documents; and

WHEREAS, eight bids were received, publicly opened and read at the Public Works Facility at 10:00 a.m. on November 30, 2023, with the bid results shown in Exhibit “A”; and

WHEREAS, Swallow Construction Corporation submitted the lowest bid in the amount of is \$745,796.50 which is \$281,952.00 less than the Engineer’s Estimate of Cost; and

WHEREAS, Public Works Department staff has reviewed qualifications and availability of Swallow Construction Corporation and determined Swallow Construction Corporation is qualified to perform this work; and

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

WHEREAS, funding for the above work in the amount of \$1,500,000 is allocated for construction and construction engineering in the 2024 Adopted Budget Enterprise Fund Account Number 40-50-33-57-2020; and

WHEREAS, it is reasonable to anticipate changes during underground construction may be needed due to unanticipated circumstances and to estimate this cost to be up to 10 percent of the contract amount.

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 Swallow Construction Corporation of Schaumburg, Illinois in the amount of \$745,796.50.

SECTION 3: The Village Administrator is hereby authorized to execute a contract with Swallow Construction Corporation for the Albert-Davis Water Main Improvements Project in the amount of \$745,796.50.

SECTION 4: The Village Administrator is authorized to issue change orders up to an amount of \$74,579.00 (10 percent of the contract amount) in order to construct these improvements in a manner that is in the best interest of the Village or that may be required by the property owners.

SECTION 5: The Village Administrator and Director of Public Works or their designees are authorized to take all steps necessary to implement the contract with Swallow Construction Corporation.

SECTION 6: This Resolution shall be in full force and effect upon its passage and approval.

Passed this 12th day of December 2023

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

Approved by me this 12th day of December 2023

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

Attested and Filed in my office this
13th day of December 2023

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

EXHIBIT "A"

Village of Morton Grove, Cook County, Illinois
Albert-Davis Water Main Improvements Project

Bid Tabulation

Bid Opening: November 30, 2023, 10:00 am

				Engineer's Estimate		Bolder Contractors, Inc. 316 Cary Point Drive Cary, Illinois 60013		Millennium Contracting Co. 5933 N. Knox Avenue Chicago, Illinois 60646		Mauro Sewer Construction, Inc. 1251 Redeker Road Des Plaines, Illinois 60016		Swallow Construction Corporation 490 Topsoil Drive West Chicago, Illinois 60185		Dimeo Brothers. Inc. 720 Richard Lane Elk Grove, Illinois 60007		Berger Contractors, Inc. 1205 N. Garland Road Wauconda, Illinois 60084	
Code Number	Item	Unit of Measurement	Quantity	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
BASE BID																	
20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	24	\$53.00	\$1,272.00	\$55.00	\$1,320.00	\$70.00	\$1,680.00	\$50.00	\$1,200.00	\$35.00	\$840.00	\$45.00	\$1,080.00	\$35.00	\$840.00
20100210	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	70	\$53.00	\$3,710.00	\$60.00	\$4,200.00	\$77.00	\$5,390.00	\$59.00	\$4,130.00	\$50.00	\$3,500.00	\$50.00	\$3,500.00	\$50.00	\$3,500.00
20101000	TEMPORARY FENCE	FOOT	1,253	\$3.00	\$3,759.00	\$1.00	\$1,253.00	\$5.00	\$6,265.00	\$6.00	\$7,518.00	\$6.00	\$7,518.00	\$4.00	\$5,012.00	\$8.00	\$10,024.00
20101100	TREE TRUNK PROTECTION	EACH	11	\$130.00	\$1,430.00	\$200.00	\$2,200.00	\$75.00	\$825.00	\$225.00	\$2,475.00	\$275.00	\$3,025.00	\$200.00	\$2,200.00	\$325.00	\$3,575.00
20800150	TRENCH BACKFILL	CU YD	35	\$70.00	\$2,450.00	\$75.00	\$2,625.00	\$70.00	\$2,450.00	\$75.00	\$2,625.00	\$45.00	\$1,575.00	\$50.00	\$1,750.00	\$115.00	\$4,025.00
25000100	SEEDING, CLASS 1	ACRE	0.60	\$7000.00	\$4,200.00	\$10,000.00	\$6,000.00	\$10,000.00	\$6,000.00	\$7,000.00	\$4,200.00	\$5,000.00	\$3,000.00	\$8,000.00	\$4,800.00	\$4,200.00	\$2,520.00
25000314	SEEDING, CLASS 4B	ACRE	0.10	\$10000.00	\$1,000.00	\$20,000.00	\$2,000.00	\$10,000.00	\$1,000.00	\$18,500.00	\$1,850.00	\$25,000.00	\$2,500.00	\$11,000.00	\$1,100.00	\$10,000.00	\$1,000.00
25100630	EROSION CONTROL BLANKET	SQ YD	2,827	\$3.00	\$8,481.00	\$3.00	\$8,481.00	\$5.00	\$14,135.00	\$2.50	\$7,067.50	\$5.75	\$16,255.25	\$5.00	\$14,135.00	\$1.30	\$3,675.10
28000250	TEMPORARY EROSION CONTROL SEEDING	POUND	60	\$8.00	\$480.00	\$10.00	\$600.00	\$45.00	\$2,700.00	\$12.00	\$720.00	\$1.00	\$60.00	\$3.00	\$180.00	\$10.00	\$600.00
28000400	PERIMETER EROSION BARRIER	FOOT	1,167	\$7.00	\$8,169.00	\$5.00	\$5,835.00	\$5.00	\$5,835.00	\$4.25	\$4,959.75	\$5.00	\$5,835.00	\$5.00	\$5,835.00	\$3.80	\$4,434.60
28000510	INLET FILTERS	EACH	1	\$150.00	\$150.00	\$500.00	\$500.00	\$400.00	\$400.00	\$350.00	\$350.00	\$300.00	\$300.00	\$200.00	\$200.00	\$275.00	\$275.00
28001100	TEMPORARY EROSION CONTROL BLANKET	SQ YD	2,827	\$1.50	\$4,240.50	\$1.00	\$2,827.00	\$5.00	\$14,135.00	\$2.25	\$6,360.75	\$2.00	\$5,654.00	\$2.00	\$5,654.00	\$1.25	\$3,533.75
55100700	STORM SEWER REMOVAL 15"	FOOT	47	\$35.00	\$1,645.00	\$6.00	\$282.00	\$5.00	\$235.00	\$35.00	\$1,645.00	\$8.00	\$376.00	\$8.00	\$376.00	\$32.00	\$1,504.00
56103300	DUCTILE IRON WATER MAIN 12"	FOOT	140	\$250.00	\$35,000.00	\$350.00	\$49,000.00	\$220.00	\$30,800.00	\$155.00	\$21,700.00	\$175.00	\$24,500.00	\$300.00	\$42,000.00	\$545.00	\$76,300.00
56400500	FIRE HYDRANTS TO BE REMOVED	EACH	1	\$950.00	\$950.00	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$250.00	\$250.00	\$750.00	\$750.00	\$2,100.00	\$2,100.00
Z0013797	STABILIZED CONSTRUCTION ENTRANCE	SQ YD	78	\$55.00	\$4,290.00	\$51.00	\$3,978.00	\$100.00	\$7,800.00	\$105.00	\$8,190.00	\$25.00	\$1,950.00	\$50.00	\$3,900.00	\$90.00	\$7,020.00
Z0013798	CONSTRUCTION LAYOUT	L SUM	1	\$4000.00	\$4,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$9,500.00	\$9,500.00	\$7,500.00	\$7,500.00	\$12,500.00	\$12,500.00	\$17,500.00	\$17,500.00
Z0056650	STORM SEWERS, TYPE 1, WATER MAIN QUALITY PIPE, 15"	FOOT	47	\$250.00	\$11,750.00	\$340.00	\$15,980.00	\$183.00	\$8,601.00	\$110.00	\$5,170.00	\$255.00	\$11,985.00	\$318.00	\$14,946.00	\$350.00	\$16,450.00
X1200015	VALVE VAULTS TO BE ABANDONED	EACH	3	\$1300.00	\$3,900.00	\$1,000.00	\$3,000.00	\$750.00	\$2,250.00	\$500.00	\$1,500.00	\$2,000.00	\$6,000.00	\$325.00	\$975.00	\$1,800.00	\$5,400.00
X1200130	GATE VALVE 12" WITH VAULT, 5' DIAMETER	EACH	2	\$8500.00	\$17,000.00	\$19,700.00	\$39,400.00	\$8,300.00	\$16,600.00	\$11,000.00	\$22,000.00	\$10,000.00	\$20,000.00	\$12,500.00	\$25,000.00	\$14,000.00	\$28,000.00
X2111100	TOPSOIL EXCAVATION AND PLACEMENT, SPECIAL	CU YD	945	\$32.00	\$30,240.00	\$33.00	\$31,185.00	\$41.00	\$38,745.00	\$30.00	\$28,350.00	\$5.00	\$4,725.00	\$50.00	\$47,250.00	\$24.00	\$22,680.00
X5610658	WATER MAIN TO BE ABANDONED, 8"	FOOT	130	\$9.00	\$1,170.00	\$11.00	\$1,430.00	\$10.00	\$1,300.00	\$13.00	\$1,690.00	\$18.00	\$2,340.00	\$18.00	\$2,340.00	\$22.00	\$2,860.00
X5610662	WATER MAIN TO BE ABANDONED, 12"	FOOT	1,563	\$9.00	\$14,067.00	\$16.00	\$25,008.00	\$2.00	\$3,126.00	\$13.00	\$20,319.00	\$19.75	\$30,869.25	\$18.00	\$28,134.00	\$22.00	\$34,386.00
X5610708	WATER MAIN REMOVAL, 8"	FOOT	5	\$20.00	\$100.00	\$30.00	\$150.00	\$1.00	\$5.00	\$50.00	\$250.00	\$5.00	\$25.00	\$15.00	\$75.00	\$210.00	\$1,050.00
X5610712	WATER MAIN REMOVAL, 12"	FOOT	26	\$20.00	\$520.00	\$30.00	\$780.00	\$1.00	\$26.00	\$35.00	\$910.00	\$5.00	\$130.00	\$25.00	\$650.00	\$210.00	\$5,460.00
X5640175	FIRE HYDRANT COMPLETE	EACH	3	\$13000.00	\$39,000.00	\$12,300.00	\$36,900.00	\$9,500.00	\$28,500.00	\$10,500.00	\$31,500.00	\$12,000.00	\$36,000.00	\$25,000.00	\$75,000.00	\$19,500.00	\$58,500.00
XX000679	CUT AND CAP EXISTING WATER MAIN	EACH	1	\$3000.00	\$3,000.00	\$2,500.00	\$2,500.00	\$4,500.00	\$4,500.00	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$2,500.00	\$2,500.00	\$8,800.00	\$8,800.00
XX003516	CONNECTION TO EXISTING WATER MAIN (NON-PRESSURE) - 8"	EACH	1	\$6300.00	\$6,300.00	\$14,000.00	\$14,000.00	\$8,014.00	\$8,014.00	\$5,000.00	\$5,000.00	\$12,000.00	\$12,000.00	\$6,000.00	\$6,000.00	\$12,000.00	\$12,000.00
XX003668	PRECONSTRUCTION VIDEO TAPING	L SUM	1	\$1050.00	\$1,050.00	\$100.00	\$100.00	\$3,500.00	\$3,500.00	\$2,000.00	\$2,000.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$5,650.00	\$5,650.00
XX005206	EXPLORATORY EXCAVATION	FOOT	50	\$100.00	\$5,000.00	\$150.00	\$7,500.00	\$100.00	\$5,000.00	\$35.00	\$1,750.00	\$40.00	\$2,000.00	\$10.00	\$500.00	\$85.00	\$4,250.00
XX007026	FENCE REMOVAL AND REINSTALLATION	FOOT	61	\$100.00	\$6,100.00	\$100.00	\$6,100.00	\$70.00	\$4,270.00	\$88.00	\$5,368.00	\$12.50	\$762.50	\$140.00	\$8,540.00	\$130.00	\$7,930.00
MG2	HORIZONTAL DIRECTIONALLY DRILLED WATER MAIN PIPE, 12"	FOOT	1,263	\$535.00	\$675,705.00	\$607.00	\$766,641.00	\$549.00	\$693,387.00	\$495.00	\$625,185.00	\$400.00	\$505,200.00	\$646.00	\$815,898.00	\$545.00	\$688,335.00
MG4	CONNECTION TO EXISTING WATER MAIN (NON-PRESSURE) - 12"	EACH	1	\$6000.00	\$6,000.00	\$15,000.00	\$15,000.00	\$10,000.00	\$10,000.00	\$10,500.00	\$10,500.00	\$15,000.00	\$15,000.00	\$12,500.00	\$12,500.00	\$15,000.00	\$15,000.00
MG7	UNPAVED PATH REMOVAL AND RESTORATION	SQ FT	2,027	\$60.00	\$121,620.00	\$5.00	\$10,135.00	\$66.00	\$133,782.00	\$25.00	\$50,675.00	\$4.50	\$9,121.50	\$14.00	\$28,378.00	\$8.50	\$17,229.50
BASE BID TOTAL CALCULATED					\$1,027,748.50	\$1,072,910.00		\$1,066,756.00		\$898,658.00		\$745,796.50		\$1,177,158.00		\$1,076,406.95	
BASE BID TOTAL AS-READ						\$1,072,910.00		\$1,066,756.00		\$898,658.00		\$745,796.50		\$1,177,158.00		\$1,076,406.95	

EXHIBIT "A"

Village of Morton Grove, Cook County, Illinois
Albert-Davis Water Main Improvements Project

Bid Tabulation

Bid Opening: November 30, 2023, 10:00 am

				Engineer's Estimate		Bolder Contractors, Inc. 316 Cary Point Drive Cary, Illinois 60013		Millennium Contracting Co. 5933 N. Knox Avenue Chicago, Illinois 60646		Mauro Sewer Construction, Inc. 1251 Redeker Road Des Plaines, Illinois 60016		Swallow Construction Corporation 490 Topsoil Drive West Chicago, Illinois 60185		Dimeo Brothers. Inc. 720 Richard Lane Elk Grove, Illinois 60007		Berger Contractors, Inc. 1205 N. Garland Road Wauconda, Illinois 60084	
Code Number	Item	Unit of Measurement	Quantity	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
ALTERNATIVE A																	
ADDITION SCHEDULE																	
MG2A	HORIZONTAL DIRECTIONALLY DRILLED WATER MAIN PIPE, 12" (ALT A)	FOOT	1,263	\$645.00	\$814,635.00	607	\$766,641.00	549	\$693,387.00	495	\$625,185.00	400	\$505,200.00	0	\$0.00	545	\$688,335.00
ADDITION SUBTOTAL TOTAL					\$814,635.00		\$766,641.00		\$693,387.00		\$625,185.00		\$505,200.00		\$0.00		\$688,335.00
DEDUCTION SCHEDULE																	
MG2	HORIZONTAL DIRECTIONALLY DRILLED WATER MAIN PIPE, 12"	FOOT	1,263	\$535.00	\$675,705.00	607	\$766,641.00	549	\$693,387.00	495	\$625,185.00	400	\$505,200.00		\$0.00	545	\$688,335.00
DEDUCTION SUBTOTAL					\$675,705.00		\$766,641.00		\$693,387.00		\$625,185.00		\$505,200.00	0	\$0.00		\$688,335.00
ALTERNATIVE A TOTAL CALCULATED (BASE BID TOTAL + ADDITION SUBTOTAL - DEDUCTION SUBTOTAL)					\$1,166,678.50	\$1,072,910.00		\$1,066,756.00		\$898,658.00		\$745,796.50		\$1,177,158.00		\$1,076,406.95	
ALTERNATIVE A TOTAL AS-READ						\$1,072,910.00		\$1,066,756.00		\$898,658.00		\$745,796.50		\$1,177,158.00		\$1,076,406.95	
ALTERNATIVE B																	
ADDITION SCHEDULE																	
MG2B	HORIZONTAL DIRECTIONALLY DRILLED WATER MAIN PIPE, 12" (ALT B)	FOOT	1,263	\$560.00	\$707,280.00	607	\$766,641.00	549	\$693,387.00	495	\$625,185.00	400	\$505,200.00	0	\$0.00	545	\$688,335.00
ADDITION SUBTOTAL TOTAL					\$707,280.00		\$766,641.00		\$693,387.00		\$625,185.00		\$505,200.00		\$0.00		\$688,335.00
DEDUCTION SCHEDULE																	
MG2	HORIZONTAL DIRECTIONALLY DRILLED WATER MAIN PIPE, 12"	FOOT	1,263	\$535.00	\$675,705.00	607	\$766,641.00	549	\$693,387.00	495	\$625,185.00	400	\$505,200.00	0	\$0.00	545	\$688,335.00
DEDUCTION SUBTOTAL					\$675,705.00		\$766,641.00		\$693,387.00		\$625,185.00		\$505,200.00		\$0.00		\$688,335.00
ALTERNATIVE B TOTAL CALCULATED (BASE BID TOTAL + ADDITION SUBTOTAL - DEDUCTION SUBTOTAL)					\$1,059,323.50	\$1,072,910.00		\$1,066,756.00		\$898,658.00		\$745,796.50		\$1,177,158.00		\$1,076,406.95	
ALTERNATIVE B TOTAL AS-READ						\$1,072,910.00		\$1,066,756.00		\$898,658.00		\$745,796.50		\$1,177,158.00		\$1,076,406.95	

EXHIBIT "A"

Village of Morton Grove, Cook County, Illinois
Albert-Davis Water Main Improvements Project

Bid Tabulation

Bid Opening: November 30, 2023, 10:00 am

				Engineer's Estimate		Joel Kennedy Constructing Corp. 2830 N. Lincoln Avenue Chicago, Illinois 60657		Trine Construction Corp. 1041 Trine Ct., Suite A St. Charles, Illinois 60174	
Code Number	Item	Unit of Measurement	Quantity	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
BASE BID									
20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	24	\$53.00	\$1,272.00	\$45.00	\$1,080.00	\$35.84	\$860.16
20100210	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	70	\$53.00	\$3,710.00	\$50.00	\$3,500.00	\$40.96	\$2,867.20
20101000	TEMPORARY FENCE	FOOT	1,253	\$3.00	\$3,759.00	\$4.50	\$5,638.50	\$19.20	\$24,057.60
20101100	TREE TRUNK PROTECTION	EACH	11	\$130.00	\$1,430.00	\$250.00	\$2,750.00	\$640.00	\$7,040.00
20800150	TRENCH BACKFILL	CU YD	35	\$70.00	\$2,450.00	\$100.00	\$3,500.00	\$199.28	\$6,974.80
25000100	SEEDING, CLASS 1	ACRE	0.60	\$7000.00	\$4,200.00	\$6,000.00	\$3,600.00	\$44,800.00	\$26,880.00
25000314	SEEDING, CLASS 4B	ACRE	0.10	\$10000.00	\$1,000.00	\$25,000.00	\$2,500.00	\$61,440.00	\$6,144.00
25100630	EROSION CONTROL BLANKET	SQ YD	2,827	\$3.00	\$8,481.00	\$3.00	\$8,481.00	\$22.23	\$62,844.21
28000250	TEMPORARY EROSION CONTROL SEEDING	POUND	60	\$8.00	\$480.00	\$1.00	\$60.00	\$64.00	\$3,840.00
28000400	PERIMETER EROSION BARRIER	FOOT	1,167	\$7.00	\$8,169.00	\$3.25	\$3,792.75	\$19.20	\$22,406.40
28000510	INLET FILTERS	EACH	1	\$150.00	\$150.00	\$450.00	\$450.00	\$347.75	\$347.75
28001100	TEMPORARY EROSION CONTROL BLANKET	SQ YD	2,827	\$1.50	\$4,240.50	\$0.10	\$282.70	\$2.56	\$7,237.12
55100700	STORM SEWER REMOVAL 15"	FOOT	47	\$35.00	\$1,645.00	\$10.00	\$470.00	\$99.00	\$4,653.00
56103300	DUCTILE IRON WATER MAIN 12"	FOOT	140	\$250.00	\$35,000.00	\$480.00	\$67,200.00	\$568.07	\$79,529.80
56400500	FIRE HYDRANTS TO BE REMOVED	EACH	1	\$950.00	\$950.00	\$750.00	\$750.00	\$13,500.00	\$13,500.00
Z0013797	STABILIZED CONSTRUCTION ENTRANCE	SQ YD	78	\$55.00	\$4,290.00	\$200.00	\$15,600.00	\$192.00	\$14,976.00
Z0013798	CONSTRUCTION LAYOUT	L SUM	1	\$4000.00	\$4,000.00	\$25,000.00	\$25,000.00	\$19,200.00	\$19,200.00
Z0056650	STORM SEWERS, TYPE 1, WATER MAIN QUALITY PIPE, 15"	FOOT	47	\$250.00	\$11,750.00	\$340.00	\$15,980.00	\$283.62	\$13,330.14
X1200015	VALVE VAULTS TO BE ABANDONED	EACH	3	\$1300.00	\$3,900.00	\$500.00	\$1,500.00	\$3,300.00	\$9,900.00
X1200130	GATE VALVE 12" WITH VAULT, 5' DIAMETER	EACH	2	\$8500.00	\$17,000.00	\$40,000.00	\$80,000.00	\$17,416.90	\$34,833.80
X2111100	TOPSOIL EXCAVATION AND PLACEMENT, SPECIAL	CU YD	945	\$32.00	\$30,240.00	\$10.00	\$9,450.00	\$32.00	\$30,240.00
X5610658	WATER MAIN TO BE ABANDONED, 8"	FOOT	130	\$9.00	\$1,170.00	\$7.00	\$910.00	\$29.44	\$3,827.20
X5610662	WATER MAIN TO BE ABANDONED, 12"	FOOT	1,563	\$9.00	\$14,067.00	\$14.00	\$21,882.00	\$34.56	\$54,017.28
X5610708	WATER MAIN REMOVAL, 8"	FOOT	5	\$20.00	\$100.00	\$10.00	\$50.00	\$198.00	\$990.00
X5610712	WATER MAIN REMOVAL, 12"	FOOT	26	\$20.00	\$520.00	\$10.00	\$260.00	\$247.50	\$6,435.00
X5640175	FIRE HYDRANT COMPLETE	EACH	3	\$13000.00	\$39,000.00	\$25,000.00	\$75,000.00	\$17,044.96	\$51,134.88
XX000679	CUT AND CAP EXISTING WATER MAIN	EACH	1	\$3000.00	\$3,000.00	\$2,500.00	\$2,500.00	\$10,000.00	\$10,000.00
XX003516	CONNECTION TO EXISTING WATER MAIN (NON-PRESSURE) - 8"	EACH	1	\$6300.00	\$6,300.00	\$25,000.00	\$25,000.00	\$13,500.00	\$13,500.00
XX003668	PRECONSTRUCTION VIDEO TAPING	L SUM	1	\$1050.00	\$1,050.00	\$1,000.00	\$1,000.00	\$5,000.00	\$5,000.00
XX005206	EXPLORATORY EXCAVATION	FOOT	50	\$100.00	\$5,000.00	\$75.00	\$3,750.00	\$495.00	\$24,750.00
XX007026	FENCE REMOVAL AND REINSTALLATION	FOOT	61	\$100.00	\$6,100.00	\$95.00	\$5,795.00	\$39.00	\$2,379.00
MG2	HORIZONTAL DIRECTIONALLY DRILLED WATER MAIN PIPE, 12"	FOOT	1,263	\$535.00	\$675,705.00	\$606.00	\$765,378.00	\$1,133.09	\$1,431,092.67
MG4	CONNECTION TO EXISTING WATER MAIN (NON-PRESSURE) - 12"	EACH	1	\$6000.00	\$6,000.00	\$28,000.00	\$28,000.00	\$16,077.47	\$16,077.47
MG7	UNPAVED PATH REMOVAL AND RESTORATION	SQ FT	2,027	\$60.00	\$121,620.00	\$8.00	\$16,216.00	\$15.36	\$31,134.72
BASE BID TOTAL CALCULATED					\$1,027,748.50	\$1,197,325.95		\$2,042,000.20	
BASE BID TOTAL AS-READ						\$1,197,325.95		\$2,042,000.00	

EXHIBIT "A"

Village of Morton Grove, Cook County, Illinois
Albert-Davis Water Main Improvements Project

Bid Tabulation

Bid Opening: November 30, 2023, 10:00 am

				Engineer's Estimate		Joel Kennedy Constructing Corp. 2830 N. Lincoln Avenue Chicago, Illinois 60657		Trine Construction Corp. 1041 Trine Ct., Suite A St. Charles, Illinois 60174	
Code Number	Item	Unit of Measurement	Quantity	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
ALTERNATIVE A									
ADDITION SCHEDULE									
MG2A	HORIZONTAL DIRECTIONALLY DRILLED WATER MAIN PIPE, 12" (ALT A)	FOOT	1,263	\$645.00	\$814,635.00	606	\$765,378.00	1133.09	\$1,431,092.67
ADDITION SUBTOTAL TOTAL					\$814,635.00		\$765,378.00		\$1,431,092.67
DEDUCTION SCHEDULE									
MG2	HORIZONTAL DIRECTIONALLY DRILLED WATER MAIN PIPE, 12"	FOOT	1,263	\$535.00	\$675,705.00	606	\$765,378.00	1133.09	\$1,431,092.67
DEDUCTION SUBTOTAL					\$675,705.00		\$765,378.00		\$1,431,092.67
ALTERNATIVE A TOTAL CALCULATED (BASE BID TOTAL + ADDITION SUBTOTAL - DEDUCTION SUBTOTAL)					\$1,166,678.50	\$1,197,325.95		\$2,042,000.20	
ALTERNATIVE A TOTAL AS-READ						\$1,197,325.95		\$2,042,000.00	
ALTERNATIVE B									
ADDITION SCHEDULE									
MG2B	HORIZONTAL DIRECTIONALLY DRILLED WATER MAIN PIPE, 12" (ALT B)	FOOT	1,263	\$560.00	\$707,280.00	606	\$765,378.00	1133.09	\$1,431,092.67
ADDITION SUBTOTAL TOTAL					\$707,280.00		\$765,378.00		\$1,431,092.67
DEDUCTION SCHEDULE									
MG2	HORIZONTAL DIRECTIONALLY DRILLED WATER MAIN PIPE, 12"	FOOT	1,263	\$535.00	\$675,705.00	606	\$765,378.00	1133.09	\$1,431,092.67
DEDUCTION SUBTOTAL					\$675,705.00		\$765,378.00		\$1,431,092.67
ALTERNATIVE B TOTAL CALCULATED (BASE BID TOTAL + ADDITION SUBTOTAL - DEDUCTION SUBTOTAL)					\$1,059,323.50	\$1,197,325.95		\$2,042,000.20	
ALTERNATIVE B TOTAL AS-READ						\$1,197,325.95		\$2,042,000.20	

Legislative Summary

Resolution 23-55

AUTHORIZING THE EXECUTION OF A TASK ORDER WITH CIORBA GROUP, INC. FOR CONSTRUCTION ENGINEERING SERVICES FOR THE ALBERT-DAVIS WATER MAIN IMPROVEMENTS PROJECT

Introduced:	December 12, 2023
Purpose:	To authorize Village Administrator to execute a task order with Ciorba Group, Inc., for construction engineering for the Albert-Davis Water Main Improvements Project.
Background:	Resolution 22-01, approved January 10, 2022, authorized execution of a task order contract with Ciorba Group, Inc. for professional engineering services. Resolution 23-54 authorizes execution of a construction contract for Albert-Davis Water Main Improvements Project. The construction engineering for this contract exceeds the expertise and capacity of the Public Works Department. Village staff has negotiated a scope of services with Ciorba Group, Inc. in the amount of \$90,061 to perform the construction engineering services for the contract, which is included as Attachment "A".
Programs, Departments or Groups Affected	Public Works Department
Fiscal Impact:	\$90,061.00
Source of Funds:	2024 Motor Fuel Tax Fund Account Number 40-50-33-57-2020
Workload Impact:	The Public Works Department as part of their normal work activities will perform the management and implementation of the project.
Administrator Recommendation:	Approval as presented.
Second Reading:	Not Required
Special Considerations or Requirements:	None.

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

RESOLUTION 23-55

AUTHORIZING THE EXECUTION OF A TASK ORDER WITH CIORBA GROUP, INC. FOR CONSTRUCTION ENGINEERING SERVICES FOR THE ALBERT-DAVIS WATER MAIN IMPROVEMENTS PROJECT

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

WHEREAS Resolution 23-54, approved December 12, 2023, authorizes execution of a construction contract for the Albert-Davis Water Main Improvements Project; and

WHEREAS the construction engineering for this contract exceeds the expertise and capacity of the Public Works Department - Engineering Division to complete the necessary work; and

WHEREAS, Resolution 22-01, approved January 10, 2022, authorized execution of a task order contract with Ciorba Group, Inc. for professional engineering services needs that may arise; and

WHEREAS Village staff has negotiated a scope of services with Ciorba Group, Inc. in the amount of \$90,061.00 to perform the needed construction engineering services for Albert-Davis Water Main Improvements Project; and

WHEREAS funding for the above work in the amount of \$1,500,000 is allocated for water main replacement within the 2024 Adopted Budget Capital Projects Fund Account Number 40-50-33-57-2020; and

WHEREAS the Village's task order form is included in Attachment "A."

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

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

SECTION 2: The Village Administrator or his designee is hereby authorized to execute a task order with Ciorba Group, Inc to perform construction engineering services for Albert-Davis Water Main Improvements Project in the not-to-exceed amount of \$90,061.00.

SECTION 3: The Village Administrator and Director of Public Works and their designees are authorized to take all steps necessary to implement the construction engineering contract for Albert-Davis Water Main Improvements Project.

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

Passed this 12th day of December 2023

Trustee Khan _____

Trustee Minx _____

Trustee Shiba _____

Trustee Thill _____

Trustee Travis _____

Trustee Witko _____

Approved by me this 12th day of December 2023

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

Attested and Filed in my office this
13th day of December 2023

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

ATTACHMENT "A"

EXHIBIT A

TASK ORDER

In accordance with Article 2.1 of the Professional Services Task Order Agreement dated COMMENCEMENT DATE between the Village of Morton Grove ("Village") and CONSULTANT ("Consultant"), the Consultant is authorized by the Village to perform the following task order as follows:

1 SCOPE OF SERVICES:

Construction engineering for Albert-Davis Water Main Improvements Project.

2 TIME OF PERFORMANCE (ATTACH SCHEDULE IF APPROPRIATE):

June 30, 2024

3 CONSULTANT'S COMPENSATION:

Not to exceed \$90,061.00

4 ADDITIONAL TERMS :

All other terms and conditions of the Professional Services Task Order Agreement remain unchanged.

VILLAGE

CONSULTANT

Signature

Signature

Ralph E. Czerwinski
Village Administrator

Salvatore C. Di Bernardo
President

Date

Date

ATTACHMENT "A"

Task Order Scope of Services Albert Davis Construction Engineering

1. Preconstruction Meeting

The Resident Engineer will develop a pre-construction meeting agenda which will include such topics as progress schedule, construction staging, material and equipment storage sites, listing of materials and equipment submittals, general correspondence procedures, traffic control, subcontractor roles, and submittal for payment. The Resident Engineer will coordinate invites and direct the pre-construction meeting. The Resident Engineer will prepare meeting minutes and distribute them to all participants.

2. Shop Drawing/Catalog Cut Review

The Resident Engineer will review all required shop drawings and catalog cuts to ensure conformance with plans and Village standards. The Resident Engineer will work with the contractor and fabricator on any necessary revisions and ensure all material is in accordance with the contract specs.

3. Construction Observation Services

We have based our fee on an estimated 12 weeks of construction. Our team will consist of a part time Resident Engineer and a full time Construction Engineer in the field.

Construction will be monitored for conformance by the Construction Engineer with the contract documents and Village and IDOT standards. If there are any unforeseen conditions or issues that develop, Ciorba's construction staff will work with the design engineers, if necessary, to provide options to the Village to mitigate project delays and resolve the issue. Daily documentation by the Construction Engineer will include Daily Reports of the quantities and calculations of the work completed, daily diaries detailing the manpower, equipment and work completed, and daily photos of the work. Monthly pay estimates will be prepared and submitted to the Village for review and processing. Ciorba will prepare any necessary change orders for Village review and approval.

Other duties for the Construction Engineer will be to continue public stakeholder involvement by addressing any concerns or issues of local business owners or other stakeholders. At minimum, this will consist of answering phone calls, receiving and sending e-mails, and contacting residents to ensure resolution. Issues will be resolved in a timely manner as determined by the Village and situational needs.

As an on-site extension of the Village, Ciorba will maintain close communication with the Village's designated representative. This will be accomplished by as-needed daily communication and periodic progress meetings chaired by Ciorba, if necessary.

ATTACHMENT "A"

4. Construction Project Close-Out

Ciorba will maintain a punch list of construction items that require correction before final acceptance of the project and provide it to the Contractor. The site will be inspected for completion of punch list items and the Contractor will be notified of any incomplete items. After the punch list is completed, site inspections will be conducted by Ciorba with the Village and the Contractor. Any concerns identified at the walk-through will be resolved prior to acceptance of the improvement. The closeout process continues with the preparation of final documentation papers for project acceptance by the Village. This includes all material certifications, final quantity measurements, balancing change orders and final pay estimates.

5. Record Drawings

As construction proceeds, any modifications to the plans will be field measured and documented for inclusion in the final construction record drawings. All markups will be neatly compiled on a single red-line PDF to revise the CAD files for the Village records.

ATTACHMENT "A"

STAFF HOURS Village of Morton Grove

Albert Davis Construction Engineering



11/30/2023

WORK BREAKDOWN STRUCTURE

Activity		Grand Total	Senior Resident Engineer	Construction Engineer II	
TOTAL		743	124	619	
Construction Engineering / Administration		Task Total:	739	120	619
0810	Construction Startup	Subtotal:	29	12	17
	Review Plans, Specifications and Contract Documents		16	8	8
	Set Up Project Documentation		8		8
	Pre-Construction Conference Preparation		2	2	
	Pre-Construction Conference Attendance		2	1	1
	Pre-Construction Conference Meeting Minutes		1	1	
0820	Construction Observation / Documentation	Subtotal:	630	90	540
	Resident Engineer-12 weeks at an average of 7.5 hrs/week		90	90	
	Construction Engineer(s) (12 weeks x 5 days/week x 9 hrs/day)		540		540
0830	Construction Close-out	Subtotal:	72	10	62
	Develop Punch List Items		8		8
	Coordinate Punch List Completion		4		4
	Inspect Punch List Items		8		8
	Final Walk Through with Client		4	2	2
	Pre-final and Final Pay Estimates		20	4	16
	Complete Documentation Including Material Certification		20	4	16
	Plan Sheets - As Built		8		8
0840	Construction Assistance	Subtotal:	8	8	
	Other Contractor Submittals Review		8	8	
Project Management & Administration		Task Total:	4	4	
1000	Project Management & Administration	Subtotal:	4	4	
	Project Management		4	4	

ATTACHMENT "A"



Cost Estimate of
Consultant Services
(Direct Labor Multiple)

Firm	Ciorba Group, Inc
Route	Albert Davis
Section	NA
County	Cook
Job No.	21456.13
PTB & Item	NA

Date
Complexity Factor

11/30/23
0

DBE	ITEM	MANHOURS (A)	PAYROLL (B)	DIRECT COSTS (D)	SERVICES BY OTHERS (E)	DBE TOTAL (C+D+E)	TOTAL (C+D+E)	% OF GRAND TOTAL
	Construction Engineering / Administration	739	\$ 83,677.00	\$ 5,720.00		\$ -	\$ 89,397.00	99%
	Project Management & Administration	4	\$ 664.00	\$ -		\$ -	\$ 664.00	1%
	TOTALS	743	\$ 84,341.00	\$ 5,720.00			\$ 90,061.00	100%

ATTACHMENT "A"



FIRM NAME	Ciorba Group, Inc.	DATE	11/30/23
PRIME/SUPPLEMENT	Prime		
Client	Village of Morton Grove		

ESCALATION FACTOR 0.00%

CLASSIFICATION	CURRENT RATE	ESCALATED RATE
Resident Engineer III	\$166.00	\$166.00
Construction Engineer II	\$103.00	\$103.00

ATTACHMENT "A"

IN-HOUSE DIRECT COSTS
Village of Morton Grove
Albert Davis Construction Engineering
PHASE III

Construction Observation / Documentation

Description	Unit	Unit Cost	Quantity	Extended Cost
Vehicle (day)	day	\$ 65.00	88	\$ 5,720.00
Total:				\$ <u>5,720.00</u>

Legislative Summary

Resolution 23-56

AUTHORIZING THE SALE OF SURPLUS PUBLIC WORKS VEHICLES

Introduced:	December 12, 2023
Purpose:	This Resolution will authorize the sale of two Village owned surplus motor vehicles at the January 9, 2024 Joint Municipal Action organized by the Northwest Municipal Conference
Background:	<p>Ordinance 05-27 authorizes the Village to sell by Resolution of the Village Board obsolete or surplus vehicles and personal property that has an estimated value exceeding one thousand dollars (\$1,000.00) which is, in the opinion of the Finance Director and the Village Administrator, is no longer necessary or useful to the Village. Pursuant to the Public Works Department's annual review of all Village vehicles, the Director of Public Works has determined the Village's 1988 Ford L8000 and 1998 Ford L8000 dump trucks are no longer useful for a variety of reasons included but not limited to age, cost of maintenance, parts availability and obsolescence and are deemed to be surplus vehicles. The Village Administrator, and Finance Director concur with this determination.</p> <p>The Northwest Municipal Conference represents municipalities and townships within Cook, Lake, McHenry, Kane, and DuPage Counties and regularly organizes joint municipal auctions of municipal surplus vehicles. The Village has sold surplus vehicles through the Northwest Municipal Conference's joint municipal surplus vehicle auctions in the past and has found this process to be a cost-efficient way to sell surplus vehicles. The Village Administrator has recommended the above referenced Village vehicles be sold at the joint municipal auction of surplus vehicles conducted by the Northwest Municipal Conference in conjunction with America's Auto Auction Chicago which is scheduled to take place in Crestwood, Illinois on January 9, 2024. This Resolution will approve the sale of these surplus vehicles at the joint municipal auction organized by Northwest Municipal Conference.</p>
Departments Affected	Public Works Department
Fiscal Impact:	Unknown
Source of Funds:	N/A
Workload Impact:	The Public Works Department will implement this Resolution as part of its normal activities
Administrator Recommendation:	Approval as presented.
Second Reading:	Not Required
Special 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: Kevin Lochner, Director of Operations

RESOLUTION 23-56

AUTHORIZING THE SALE OF SURPLUS PUBLIC WORKS VEHICLES

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 annually reviews the condition of vehicles and equipment for all Village departments; and

WHEREAS, Following this review, the Director of Public Works has determined the 1988 Ford L8000 Dump Truck, VIN #1FDYU80VXJVA59565 and the 1998 Ford L8000 Dump Truck, VIN #1FDYS86FXWVA20268 and their attached equipment (“Village Vehicles”) are no longer useful for a variety of reasons included but not limited to age, cost of maintenance, parts availability and obsolescence and are deemed to be surplus vehicles; and

WHEREAS, on or about May 23, 2005, the Corporate Authorities adopted Ordinance 05-27 which provides “obsolete or surplus personal property which is, in the opinion of the Finance Director and the Village Administrator, is no longer necessary or useful to the Village, and that has an estimated value exceeding one thousand dollars (\$1,000.00) and all motor vehicles and real property of any value of the Village of Morton Grove shall be sold subject to approval by resolution of a simple majority of the Village Board of Trustees”; and.

WHEREAS, the Village Administrator, and Finance Director have deemed the 1988 Ford L8000 Dump Truck, VIN #1FDYU80VXJVA59565 and the 1998 Ford L8000 Dump Truck, VIN #1FDYS86FXWVA20268 are no longer necessary or useful to the Village; and

WHEREAS, the Northwest Municipal Conference, represents municipalities and townships within Cook, Lake, McHenry, Kane, and DuPage Counties and regularly organizes joint municipal auctions of municipal surplus vehicles; and

WHEREAS, the Village has sold surplus vehicles through the Northwest Municipal Conference’s joint municipal surplus vehicle auctions in the past, and has found this process to be a cost-efficient way to sell surplus vehicles; and

WHEREAS, the Village Administrator has recommended the above referenced Village Vehicles to be sold at the joint municipal auction of surplus vehicles conducted by the Northwest Municipal Conference in conjunction with America’s Auto Auction Chicago; 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: Pursuant to Ordinance 05-27 of the Village of Morton Grove, the Village President and Board of Trustees for the Village of Morton Grove find the Village’s 1988 Ford L8000 Dump Truck, VIN #1FDYU80VXJVA59565 and the 1998 Ford L8000 Dump Truck, VIN #1FDYS86FXWVA20268 and their attached equipment are no longer necessary or useful to the Village.

SECTION 3: The Village Administrator and his designees are hereby authorized to take all steps necessary to sell said vehicles at the Northwest Municipal Conference auction in conjunction with America’s Auto Auction Chicago, scheduled for 1:30 pm Tuesday, January 9, 2024, at 14001 S. Karlov Avenue, Crestwood IL, 60445 pursuant to terms and conditions approved by the Village Administrator.

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

Passed this 12th day of December 2023

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

Approved by me this 12th day of December 2023

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

Attested and Filed in my office this
13th day of December 2023

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

Legislative Summary

Resolution 23-57

AUTHORIZING THE ACCEPTANCE OF A MATERIAL PROPOSAL FROM COMPASS MINERALS AMERICA INC. FOR THE 2024 ROAD ROCK SALT PURCHASING PROGRAM

Introduced:	December 12, 2023
Purpose:	To authorize the Village Administrator to accept a material proposal from Compass Minerals America Inc. for the purchase of Road Rock Salt for the 2024 winter season.
Background:	<p>The Village has an annual program to purchase Road Rock Salt for the winter snow season. The Road Rock Salt is used to keep Village streets safe during the winter snow and ice season. The purchasing of this material is paid for using the Motor Fuel Tax Fund. The use of the Motor Fuel Tax Funds is administratively controlled by the State of Illinois. It requires bidding procedures and contract documents for these amounts conforming to State requirements. This contract was bid through a public process in accordance with the Municipal Code and Illinois Department of Transportation requirements. The contract was advertised, and two sealed bids were received. The lowest bid was from Compass Minerals America Inc. with the bid amount of \$256,270.00 for (3500) thirty-five hundred tons of Road Rock Salt see (Exhibit A). The Village put language in the contract documents that gives an option to purchase as little as forty percent or as much as one hundred and twenty percent of the thirty-five hundred tons. This bid has been determined to be the lowest responsive bid. The bid amount is based upon unit pricing proposed by the Supplier for the number of units the Village determines to be in the best interest of the Village. This Resolution will approve a contract with Compass Minerals America Inc. for the 2024 Road Rock Salt Purchasing Program in an amount not to exceed \$320,000.00.</p>
Departments or Groups Affected	Public Works Department
Fiscal Impact:	\$320,000.00
Source of Funds:	2024 Adopted Budget Motor Fuel Tax Fund - Capital Projects Fund Account Number 03-50-60-56-3120
Workload Impact:	The Public Works Department, as part of its normal work activities will perform the management and implementation of this purchasing program.
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: Kevin Lochner, Director of Operations

RESOLUTION 23-57

AUTHORIZING THE ACCEPTANCE OF A MATERIAL PROPOSAL FROM COMPASS MINERALS AMERICA INC. FOR THE 2024 ROAD ROCK SALT PURCHASING PROGRAM

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

WHEREAS, the Village has an annual program to purchase Road Rock Salt for the winter snow season; and

WHEREAS, the Road Rock Salt is used to keep Village streets safe during the winter snow and ice season; and

WHEREAS, the purchasing of this material is paid for using the Motor Fuel Tax Fund.; and

WHEREAS, the use of the Motor Fuel Tax Funds is administratively controlled by the State of Illinois; and

WHEREAS, it requires bidding procedures and contract documents for these amounts conforming to State requirements; and

WHEREAS, this contract was bid through a public process in accordance with the Municipal Code and Illinois Department of Transportation requirements; and

WHEREAS, the contract was advertised, and two sealed bids were received. The lowest bid was from Compass Minerals America Inc. with the bid amount of \$256,270.00 for (3500) thirty-five hundred tons of Road Rock Salt see Exhibit A; and

WHEREAS, the Village put language in the contract documents that gives an option to purchase as little as forty percent or as much as one hundred and twenty percent of the thirty-five hundred tons; and

WHEREAS, the bid amount is based upon unit pricing proposed by the Supplier for the number of units the Village determines to be in the best interest of the Village; and

WHEREAS, this Resolution will approve a contract with Compass Minerals America Inc. for the 2024 Road Rock Salt Purchasing Program in an amount not to exceed \$320,000.00;

WHEREAS, funding for the above purchase is available in the 2024 Adopted Budget Motor Fuel Tax Fund - Capitol Projects Fund Account Number 03-50-60-56-3120.

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 the form titled "Acceptance of Proposal to Furnish Materials and Approval of Award" (Exhibit B) in order to purchase Road Rock Salt from Compass Minerals America Inc. in an amount not to exceed \$320,000.00

SECTION 3: The Village Administrator and Director of Public Works or their designees are authorized to take all steps necessary to implement the contract with Compass Minerals America Inc.

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

Passed this 12th day of December 2023

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

Approved by me this 12th day of December 2023

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

Attested and Filed in my office this
13th day of December 2023

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

EXHIBIT A

Village of Morton Grove, Cook County, Illinois
NFT Sec#24-00000-01-GM Material Proposal for Road Rock Salt
Bid Tabulation
Bid Opening: Friday, November 17, 2023 10:00am

PAY ITEM	PAY ITEM DESCRIPTION	UNIT	QUANTITY	Engineer's Estimate			Cargill		Morton Salt, Inc.		Compass Minerals	
				UNIT COST	ITEM COST		UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST
1	ROAD ROCK SALT	TON	3500	\$78.00	\$273,000.00				\$73.38	\$256,830.00	\$73.22	\$256,270.00
CORRECTED TOTAL PROPOSAL AMOUNT					\$273,000.00							\$256,270.00
AS-READ PROPOSAL AMOUNT										\$256,830.00		\$256,270.00

Apparent Low Bidder: Compass Minerals
Apparent Low Bid Amount: \$256,270.00
Engineer's Estimate of Cost: \$273,000.00
Difference: -\$16,730.00


**Illinois Department
of Transportation**
**Acceptance of Proposal to Furnish
Materials and Approval of Award**

Local Public Agency	County	Street Name/Road Name	Section Number
Morton Grove	Cook		24-00000-01-GM

Bidder's Name

Compass Minerals America, Inc.

Bidder's Address

9900 West 109th Street, Suite 100

City

Overland Park

State

KS

Zip Code

66210

In accordance with your proposal submitted on 11/17/23, a copy of which is in our files, you have been awarded the contract for
Date of Submittal
 furnishing the following materials required in the maintenance of the above designated project. Materials shall be inspected in
Construction or Maintenance
 accordance with current Departmental policies.

Item	Unit of Measure	Quantity	Unit Price	Amount
ROAD ROCK SALT	TON	3,500	\$73.2200	\$256,270.00
Total				\$256,270.00

Terms

Shipping Instructions

For Municipal Projects

Municipal Official Signature & Date

For County And Road District Project

Highway Commissioner Signature & Date

 Illinois Department of Transportation
 Concurrence in Approval of Award

Regional Engineer Signature & Date

County Engineer/Superintendent of Highways Signature & Date

Legislative Summary

Ordinance 23-31

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF AN ECONOMIC INCENTIVE AND TAX INCREMENT ALLOCATION FINANCING DEVELOPMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF MORTON GROVE, ILLINOIS, MHDC SLF LLC, AND METROPOLITAN HOUSING DEVELOPMENT CORPORATION, IN REGARD TO CERTAIN REAL PROPERTY LOCATED IN THE LINCOLN/LEHIGH REDEVELOPMENT AREA AND THE EXPENDITURE OF FUNDS FROM THE LINCOLN/LEHIGH TAX INCREMENT FINANCING DISTRICT FUND

Introduced	November 28, 2023
Purpose	To approve an Economic Incentive and Tax Increment Allocation Financing Development Agreement between the Village of Morton Grove and MHDC SLF LLC, and Metropolitan Housing Development Corporation for a mixed-use development to include thirty-six (36) residential units (including nine (9) affordable units) and ground-floor commercial uses within the Lincoln/Lehigh TIF District.
Background	<p>The Village owns property in the Lincoln/Lehigh TIF District commonly known as 8500 and 8550 Lehigh Avenue. MHDC SLF LLC (“Owner”), and Metropolitan Housing Development Corporation (“Developer”) propose to develop 8500 and 8550 Lehigh Avenue and that portion of Chestnut Avenue that abuts these parcels (the “Village Property”) with a mixed-use development to include thirty-six (36) residential units (including nine (9) affordable units as defined by the Illinois Housing Development Authority), a coffee shop, microbrewery, private banquet room, restaurant and cafe/bar (“the Development”). The Village Board approved an economic incentive agreement for the development of a twenty-four-unit (24-unit) mixed-use development on the Village Property by the Developer on February 28, 2023, under Ordinance 23-03, but due to modifications to the project design and timeline, the agreement was not executed.</p> <p>The Developer has represented, and the Village has verified, that the Development is not financially feasible and cannot be constructed as proposed without Village assistance. The Developer submitted a TIF application demonstrating that financial assistance is necessary for the Development to generate a reasonable rate of return. The application was reviewed by Kane McKenna and Associates, who determined that the level of TIF assistance to be provided by the Village is reasonable. The total project cost for the Development is estimated to be \$14.7 million. The Developer and Village staff negotiated an Economic Incentive and Tax Increment Allocation Financing Development Agreement, a copy of which is attached to the Ordinance as “Exhibit A”. The Agreement provides:</p> <ul style="list-style-type: none">• The Village will sell the Village Property to the Owner for \$1 million, subject to a note and mortgage for the full purchase price to be held by the Village;• The Owner and Developer will develop, construct, operate, and maintain the Development as approved pursuant to Ordinance 23-24;• Upon completion of the Development, including the nine (9) affordable housing units, the Village will reimburse the Owner and Developer for up to \$1.8 million in TIF-eligible expenses;• Any Illinois Affordable Housing Tax Credits received by the Village relating to the Development shall be donated to the Developer;• The Owner's note to the Village shall be forgiven at a rate of 75% of the Village's share of state and local sales taxes generated by the Development. <p>The Village TIF assistance accounts for approximately 12.24% of the total development costs. This ordinance will approve the Agreement and authorize the expenditure of TIF funds for this project.</p>
Dept’s Affected	Department of Community and Economic Development
Fiscal Impact:	\$1.8 million in TIF assistance, to be reimbursed to the TIF District by project increment
Source of Funds:	Lincoln/Lehigh TIF Fund
Workload Impact	Staff will manage the contract as part of its normal duties
Recommendation	Approval as presented
2nd Reading:	December 12, 2023
Special Considerations	None

Submitted by - Ralph Czerwinski, Village Administrator

Prepared by - Teresa Hoffman Liston, Corporation Counsel

Reviewed by - Zoe Heidorn, Community Development Administrator

ORDINANCE 23-31

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF AN ECONOMIC INCENTIVE AND TAX INCREMENT ALLOCATION FINANCING DEVELOPMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF MORTON GROVE, ILLINOIS, MHDC SLF LLC, AND METROPOLITAN HOUSING DEVELOPMENT CORPORATION, IN REGARD TO CERTAIN REAL PROPERTY LOCATED IN THE LINCOLN/LEHIGH REDEVELOPMENT AREA AND THE EXPENDITURE OF FUNDS FROM THE LINCOLN/LEHIGH TAX INCREMENT FINANCING DISTRICT FUND

WHEREAS, the President and Board of Trustees of the Village of Morton Grove, Cook County, Illinois, have the authority to promote the health, safety, and welfare of the Village of Morton Grove (the "Village") and its inhabitants, to encourage private development in order to enhance the local tax base, create employment and ameliorate blight, and to enter into contractual agreements with third persons to achieve these purposes; and

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.4-1, et seq., as from time to time amended (the "TIF Act"), the President and Board of Trustees of the Village are authorized to undertake the financing and redevelopment of designated areas within its municipal limits in accordance with the provisions of the TIF Act; and

WHEREAS, the Village is authorized under the provisions of Art. VII, Section 10 of the State of Illinois Constitution, 1970, to contract and otherwise associate with individuals, associations, and corporations in any manner not prohibited by law; and

WHEREAS, the Village is authorized under the provisions of the Illinois Municipal Code 65 ILCS 5/8-11-20 to enter into an economic incentive agreement relating to the development or redevelopment of land within the corporate limits of the municipality; and

WHEREAS, on October 25, 2021, the Village, pursuant to and in accordance with the Act, adopted (i) Ordinance No. 21-08 amending the Redevelopment Project Area and Redevelopment Plan and Projects of the Ferris Avenue/Lehigh Avenue Redevelopment Project Area to remove certain parcels of property from the Redevelopment Project Area, (ii) Ordinance No. 21-09 approving the Redevelopment Plan and Project for the Lincoln/Lehigh Redevelopment Project Area, (iii) Ordinance No. 21-10 designating the Lincoln/Lehigh Redevelopment Project Area, and (iv) Ordinance No. 21-11 adopting Tax Increment Allocation Financing for the Lincoln/Lehigh Redevelopment Project Area (collectively, "TIF Ordinances"), which established the Lincoln/Lehigh Tax Increment Finance Redevelopment Project Area ("TIF District"); and

WHEREAS, the Village owns the following parcels of land within the TIF District, collectively known as "the Village Property":

- Approximately 0.531 acres of Chestnut Street right of way located immediately west of Lehigh Avenue in Morton Grove, Illinois (“Chestnut Street”), and
- Approximately 1.518 acres of land commonly known as 8500-50 Lehigh Avenue, Morton Grove, Illinois (“8500-50 Lehigh”).

8500 Lehigh is currently vacant, and 8550 Lehigh is currently improved with an asphalt parking lot; and

WHEREAS, the Village Property is located entirely within the corporate limits of the Village and is in a C/R Commercial/Residential Zoning District; and

WHEREAS, portions of the Village Property are vacant, and underutilized as defined by the TIF Act; and

WHEREAS, MHDC SLF LLC, is an Illinois Limited Liability Company, with its principal offices at 8 S. Michigan Avenue, Chicago, Illinois 60603 (“Owner”), and Metropolitan Housing Development Corporation, is a 501(c)(3) nonprofit organization, with its principal offices at 8 S. Michigan Avenue, Chicago, Illinois 60603 (“Developer”); and

WHEREAS, the Owner and Developer are willing to purchase the Village Property and develop, construct, operate, and maintain a thirty-six residential unit (36-unit) mixed-use development, including nine (9) affordable units as defined by the Illinois Housing Development Authority (IHDA), a coffee shop, microbrewery, private banquet room, restaurant, and cafe/bar (“the Development”), but only if the Village provides certain economic incentives; and

WHEREAS, pursuant to an application by the Owner, on March 28, 2022, the Village adopted Ordinance 22-02 approving a Plat of Vacation for Chestnut Street; and

WHEREAS, pursuant to an application by the Owner, on November 28, 2023, the Village adopted Ordinance 23-24 approving a Special Use Permit and Final Plat of Subdivision for the Development; and

WHEREAS, the Owner and Developer have represented to the Village that, without the cooperation of the Village certain economic incentives the Development is not economically feasible, and the Owner and Developer would not undertake the Development; and

WHEREAS, on February 28, 2023, the Village adopted Ordinance 23-03 approving and authorizing the execution of an economic incentive and tax increment allocation financing development agreement between the Village, the Owner, and the Developer, for redevelopment of the Village Property for a twenty-four residential unit (24-unit) mixed-use development, but due to modifications to the project design and timeline, the agreement was not executed; and

WHEREAS, the President and Board of Trustees of the Village have determined that the Development is an important project to meet the overall objectives of the Lincoln/Lehigh TIF District, which will promote the health, safety, and welfare of the Village and its residents, encourage further private investment and development in the area, enhance the Village’s tax base, increase employment opportunities

for Village residents, and enhance the future tax revenues for those overlying taxing bodies who levy against the Property, and

WHEREAS, the Village, the Owner and the Developer have negotiated an Economic Incentive and Tax Increment Allocation Financing Development Agreement for the sale and development of the Village Property (the “Agreement”). Pursuant to the Agreement:

- The Village will sell the Village Property to the Owner for \$1,000,000.00, subject to a note and mortgage for the full purchase price to be held by the Village; and
- The Owner and Developer will develop, construct, operate, and maintain the Development as approved pursuant to Ordinance 23-24; and
- Upon completion of the Development, including the nine (9) affordable housing units, the Village will reimburse the Owner and Developer for up to \$1,800,000 of TIF-eligible costs incurred by the Owner and Developer; and
- Any Illinois Affordable Housing Tax Credits received by the Village relating to the Development shall be donated to the Developer; and
- The Owner’s note to the Village shall be forgiven at a rate of 75% of the Village's share of state and local sales taxes generated by the Development; and
- Failure to obtain all certificates of occupancy for the Development within two (2) years of the date of closing shall be considered an event of default, in which case the loan and accrued interest shall be immediately due, no reimbursement of TIF-eligible costs shall be paid by the Village, and ownership of the Village Property shall transfer back to the Village.

WHEREAS, the President and Board of Trustees of the Village have determined the redevelopment of the Village Property pursuant to the Agreement is in the best interests of the Village and will be in furtherance of the TIF Plan and will help relieve conditions of unemployment, provide for economic development, employment, and affordable housing opportunities for the inhabitants of the Village, encourage the increase of industry and commerce, enhance the tax base of the Village, and other taxing districts, and add to the welfare and prosperity of the Village and its residents.

NOW THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MORTON GROVE, COOK COUNTY, ILLINOIS, PURSUANT TO ITS STATUTORY POWERS CONTAINED IN THE TAX INCREMENT FINANCING ACT (65 ILCS 5/11-74.4-1 et seq.), ITS HOME RULE POWERS AS PROVIDED BY ARTICLE VII, SECTION 6 OF THE ILLINOIS CONSTITUTION OF 1970 AND THE AUTHORITY PROVIDED UNDER THE INTERGOVERNMENTAL COOPERATION POWERS OF ARTICLE VII, SECTION 10 OF THE ILLINOIS CONSTITUTION OF 1970, AS FOLLOWS:

SECTION 1: Recitals; Incorporation. The statements set forth in the preambles of this Ordinance are found to be true and correct and are incorporated by reference into Section 1 of this Ordinance.

SECTION 2: Authority; Use of TIF District Funds. This Ordinance is adopted in connection with implementing the TIF Plan for the Redevelopment Project Area located in the Lincoln/Lehigh TIF District in accordance with the TIF Act and allows for TIF-eligible redevelopment project costs to be incurred and subsequently paid or reimbursed using TIF District funds.

SECTION 3: Adoption of the Agreement. The President and Board of Trustees of the Village approve of the economic terms and the attached form of the “Economic Incentive and Tax Increment Allocation Financing Development Agreement, “ (the “Agreement”) a copy of which is attached hereto as “**Exhibit A**” and made a part hereof, and authorize the President and Village Clerk, or their designees, to execute for and on behalf of the Village the final version of the Agreement, which may contain certain non-substantive and non-financial modifications that are approved by the Village Administrator, and such other documents as are necessary for the Village to fulfill its obligations under the Agreement.

SECTION 4: Approval of Sale of Property and Expenditures. The President and Board of Trustees of the Village approve the sale of the Village Property and the expenditures of TIF Funds pursuant to the Agreement.

SECTION 5: Public Inspection. This Ordinance shall be immediately available for inspection by the public at the office of the Village Clerk.

SECTION 6: Repealer. All ordinances, or parts of ordinances, in conflict with the provisions of this Ordinance, to the extent of such conflict, are repealed.

SECTION 7: Severability. Each section, paragraph, clause and provision of this Ordinance is separable, and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision.

SECTION 8: Ratification. All actions of the President and Board of Trustees, agents and employees of the Village that are in conformity with the purpose and intent of this Ordinance, whether taken before or after the adoption of this Ordinance, are ratified, confirmed and approved.

SECTION 9: Effective Date. This Ordinance shall be in full force and effect from and after its adoption, approval, and publication in pamphlet form as required by law.

Passed this 12th day of December 2023.

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

Attested by me this 12th day of December 2023.

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

Attested and filed in my office this
13th day of December 2023.

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

**AN ECONOMIC INCENTIVE AND
TAX INCREMENT ALLOCATION FINANCING DEVELOPMENT AGREEMENT
BY AND BETWEEN THE VILLAGE OF MORTON GROVE, ILLINOIS, MHDC SLF LLC, AND
METROPOLITAN HOUSING DEVELOPMENT CORPORATION**

THIS ECONOMIC INCENTIVE AND TAX INCREMENT ALLOCATION FINANCING DEVELOPMENT AGREEMENT ("AGREEMENT") is dated the _____ day of _____ 2024, and is by and between the VILLAGE OF MORTON GROVE, an Illinois municipal corporation ("Village"), MHDC SLF LLC, an Illinois Limited Liability Company, c/o Louis Stec, 8 S. Michigan Avenue, Chicago, Illinois 60603 ("Owner"), and Metropolitan Housing Development Corporation, a 501(c)(3) nonprofit organization, c/o Richard Gonzalez, 8 S. Michigan Avenue, Chicago, Illinois 60603 ("Developer"). The Village, Owner, and Developer are collectively referred to as the "Parties".

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, the Parties agree as follows:

SECTION 1. RECITALS.

A. The Village has the authority, pursuant to the laws of the State of Illinois, to promote the health, safety, and welfare of the Village and its residents, to prevent the spread of blight, to encourage private development in order to enhance the local tax base, to increase employment, and to enter into contractual agreements with developers and redevelopers for the purpose of achieving such objectives.

B. The Village is authorized under the provisions of Art. VII, Section 10 of the State of Illinois Constitution, 1970, to contract and otherwise associate with individuals, associations, and corporations in any manner not prohibited by law.

C. The Village is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, as amended, 65 ILCS 5/11-74.4-1 et seq. ("the Act"), to finance redevelopment projects in accordance with and pursuant to the Act.

D. The Village is authorized under the provisions of the Illinois Municipal Code 65 ILCS 5/8-11-20 to enter into an economic incentive agreement relating to the development or redevelopment of land within the corporate limits of the municipality.

E. The Owner is an Illinois Limited Liability Company and its sole members and managers are Joseph M. Fiandaca and Louis Stec.

F. The Developer is a 501(c)(3) nonprofit organization and its principal officer is Richard Gonzalez. The Developer has successfully constructed multiple mixed-use and multi-family residential developments in the United States, including housing facilities for persons of low and moderate income.

F. On October 25, 2021, the Village, pursuant to and in accordance with the Act, adopted (i) Ordinance No. 21-08 amending the Redevelopment Project Area and Redevelopment Plan and Projects of the Ferris Avenue/Lehigh Avenue Redevelopment Project Area to remove certain parcels of property from the Redevelopment Project Area, (ii) Ordinance No. 21-09 approving the Redevelopment Plan and Project for the Lincoln/Lehigh Redevelopment Project Area, (iii) Ordinance No. 21-10 designating the Lincoln/Lehigh Redevelopment Project Area, and (iv) Ordinance No. 21-11 adopting Tax Increment Allocation Financing for the Lincoln/Lehigh Redevelopment Project Area (collectively, "TIF Ordinances"), which established the Lincoln/Lehigh Tax Increment Finance Redevelopment Project Area ("TIF District").

G. The Village owns the following parcels of land within the TIF District, collectively known as “the Village Property”:

1. Approximately 0.531 acres of Chestnut Street right of way located immediately west of Lehigh Avenue in Morton Grove, Illinois (“Chestnut Street”). The legal description of Chestnut Street is set forth in Exhibit A. Chestnut Street is currently improved with an asphalt roadway.
2. Approximately 1.518 acres of land commonly known as 8500-50 Lehigh Avenue, Morton Grove, Illinois (“8500-50 Lehigh”). The legal description and PINs of 8500-50 Lehigh are set forth in Exhibit B. 8500 Lehigh is currently vacant and 8550 Lehigh is currently improved with an asphalt parking lot.

H. The Village Property is located entirely within the corporate limits of the Village and is in a C/R Commercial/Residential Zoning District.

I. The Village proposes to sell 8500-50 Lehigh and that portion of Chestnut Street abutting 8500-50 Lehigh, as drawn from the property line to the centerline of the vacated street (collectively “the Property”) to the Developer so long as the Owner and Developer agree to develop, construct, operate, and maintain a thirty-six-unit (36-unit) mixed-use development with ground floor commercial space and accessory parking areas, all within the Property. Collectively, the mixed-use development and its operation and maintenance are “the Development”.

J. The Owner and Developer are willing to purchase the Property and develop, construct, operate, and maintain the Development on the Property, but only if the Village provides certain economic incentives as further described in this Agreement.

K. The Owner and Developer have represented to the Village that, without the cooperation of the Village and the economic incentives provided for in this Agreement, the Development is not economically feasible, and the Owner and Developer would not undertake the Development.

L. The Development is an important project to meet the overall objectives of the Lincoln/Lehigh TIF District, thereby implementing and bringing to a completion a significant portion of the TIF Plan.

M. The Village desires to have the Property developed in accordance with and pursuant to this Agreement to clear the blighting factors and characteristics of the TIF District, to promote the health, safety, and welfare of the Village and its residents, to encourage further private investment and development, enhance the Village’s tax base, increase employment opportunities for Village residents, and enhance the future tax revenues for those overlying taxing bodies who levy against the Property, and within the TIF District.

N. The Village specifically finds pursuant to 65 ILCS 5/8-11-20 that:

1. 8500 Lehigh has remained vacant for at least one year;
2. 8550 Lehigh and Chestnut Street are currently improved with roadway and parking facilities, and have been significantly underutilized for a period of at least one year;
3. The Development is expected to create or retain job opportunities within the Village;
4. The Development will serve to promote the development of adjacent areas;

5. Without this Agreement, the Development would not be possible;
 6. The Owner and Developer meet high standards of creditworthiness and financial strength as demonstrated by a letter from a financial institution with assets;
 7. The Development will strengthen the residential and commercial sectors of the Village;
 8. The Development will enhance the tax base of the Village; and
 9. This Agreement is made in the best interest of the Village.
- O. The foregoing recitals are material to this Agreement and are incorporated into and made a part of this Agreement.

SECTION 2. LAND ENTITLEMENT.

A. Approval of Vacation. On March 28, 2022, the Village adopted Ordinance No. 22-02 approving a Plat of Vacation for Chestnut Street and authorizing the vesting of title to the abutting property owners or as otherwise authorized by the Village Administrator. Upon the execution of the Agreement, title of Chestnut Street shall be vested to the owners of abutting property to the north at 8550 Lehigh and south at 8500 Lehigh and 6149 Chestnut (10-19-204-019-0000, 10-19-204-003-0000, 10-19-204-004-0000), where each owner will take title to the centerline of the vacated street to their property. The Owner shall take all actions necessary to comply with its obligations pursuant to Ordinance No. 22-02 and its obligations in accordance with Section 12-9-5 of the Unified Development Code including causing the vacation to be recorded within 30 days of execution of this agreement and paying all costs associated with the recordation.

B. Approval of Final Plat of Subdivision for Mixed-Use Development. On November 28, 2023, the Village adopted Ordinance No. 23-24 approving for the Property a Final Plat of Subdivision for the Development ("Final Plat"). The Owner shall take all actions necessary to comply with its obligations pursuant to Ordinance No. 23-24 and its obligations in accordance with Section 12-8-3 of the Unified Development Code so the Final Plat will be approved and recorded.

C. Approval of Special Use Permit for Mixed-Use Development. On November 28, 2023, the Village adopted Ordinance No. 23-24 approving for the Property a Special Use Permit for a mixed-used development comprising two (2) structures with ground-floor commercial uses and thirty-six (36) residential units on the second, third, and fourth floors, one hundred and twenty-six (126) accessory surface parking spaces, a pedestrian plaza, and a shared access drive, with variations to select requirements of the Unified Development Code. Nine (9) of the thirty-six (36) residential units will be leased only to households earning no more than sixty percent (60%) of the Area Median Income (AMI) adjusted for household size. The ground-floor commercial uses ("Commercial Uses") include, in approximate square footages, the following:

1. Coffee Shop (1,249 square feet);
2. Microbrewery (2,062 square feet);
3. Private Banquet Room (1,361 square feet);
4. Restaurant (2,062 square feet); and
5. Cafe/Bar (1,361 square feet).

The Owner and Developer shall take all actions necessary to comply with its obligations pursuant to Ordinance No. 23-24.

D. Future Subdivision. Any proposed subdivision of the Property after the Final Plat of Subdivision is recorded shall comply in all respects with the Requirements of Law, including without limitation Chapter 12-8 of the Unified Development Code, and may require an amendment to the Special Use Permit and this Agreement. No part of the Property may be withdrawn from the Special Use Permit or this Agreement without express written approval of the Corporate Authorities.

SECTION 3. OWNER'S AND DEVELOPER'S OBLIGATIONS.

A. Purchase of Property. The Owner agrees to enter into a contract with the Village for the purchase of the Property for the price of \$1,000,000.00 in substantial conformity with the terms and conditions set forth in that contract attached hereto as Exhibit C. The closing shall occur within ten (10) business days after the approval by the Village Administrator and all governmental and quasi-governmental agencies, authorities, commissions, or other bodies with jurisdiction of all building permits which are required for the construction of the improvements of the Development and the permits have been issued, including registration of contractors and payment of permit fees, or sooner upon mutual agreement. If the Closing Date does not occur or before September 1, 2024, the Village may terminate this Agreement.

B. Execution and Compliance with Loan Documents. Owner will sign a note and mortgage in favor of the Village for \$1,000,000.00 pursuant to Section 4.B.1 of this Agreement. Owner shall comply with all the terms and conditions of said note and mortgage.

C. Illinois Affordable Housing Tax Credit. The Developer will be responsible for the work necessary to acquire Illinois Affordable Housing Tax Credits (IAHTC) for the Eligible Expenses Reimbursement Donation provided under Section 4.B.2. Any Illinois Affordable Housing Tax Credits authorized for the Development shall be donated from the Village (the "Donor") to the Developer (the "Sponsor") for the sole purpose and use of financing the Development. The Developer will comply with all rules and regulations set forth by the Illinois Administrative Code, Title 47, Chapter II, Part 355, and the Illinois Housing Development Authority (IHDA).

D. Improvement of the Property. The Owner and Developer shall improve the Property at its sole costs so that it is constructed and completed in a good and workmanlike manner and in compliance with:

1. Ordinance No. 23-24 approving for the Property a Final Plat of Subdivision and Special Use Permit;
2. The site plans, architectural plans and elevations and engineering plans, and all on site signage submitted to and approved in writing by the Village Administrator and all necessary Village commissions, boards, and departments (the "final plans and specifications");
3. All applicable Village, rules, and regulations including, without limitation, all applicable zoning ordinances, building codes, health codes, life safety codes and all conditions of any special use permit granted for the Development;
4. All applicable federal and state regulations including without limitation, all environmental laws, the Americans with Disabilities Act, and the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et seq.);

5. The Village Administrator may administratively approve minor modifications to the building and site plans, as allowed for by the Village Municipal Code.

C. Recordation of Plats of Vacation and Subdivision. The Owner at its sole expense shall be responsible for the timely recordation of the Plat of Vacation described in Section 2.A and the Final Plat of Subdivision described in Section 2.B with the Cook County Clerk, including all recordation costs.

D. Construction Permits. Unless otherwise approved in writing by the Village Administrator, no construction, improvement, or development of any kind shall be permitted on any portion of the Property unless and until the Owner and Developer have received approval from all necessary Village departments and have been issued valid and binding building permits. Further, no business operation or occupancy of the Development may occur prior to the issuance of valid and binding certificates of occupancy.

E. Construction Management. The Owner and Developer have the following general responsibilities (which are not all inclusive) for the planning, design, development, construction, and installation of the Development:

1. Securing all authorizations, permits and licenses, including those of a temporary nature, as may be necessary for the construction and intended use of the Development;
2. Providing the appropriate coordination of all planning and construction of the Development, including the directing and scheduling of construction, all field inspections, tests, surveys, and other activities related to the Development; and
3. Providing qualified field personnel for inspecting and reviewing the progress and construction of the Development, including final inspection and certification by Owner and Developer that, to the best of its knowledge, all work, as constructed, conforms with the approved final plans and specifications.

F. Fees and Expenses. The Owner and Developer shall pay all normal fees to the Village for the Development, including permit, inspection review, including costs for third-party evaluation and inspection, and tap-on fees, as provided by Village ordinance.

G. Progress Meetings. The Owner and Developer shall meet with the Village Administrator, the Department of Community and Economic Development, and other Village staff as appropriate on a weekly basis or as reasonably requested by the Village Administrator to report on the progress of the Development and to provide a written comprehensive progress report on the Development in a form approved by the Village Administrator. The Owner and Developer shall ensure adequate information is provided, including, without limitation, financial reports, engineering analyses, architectural analyses, as well as appropriate Development team personnel, at any such progress meeting as may be reasonably requested by the Village Administrator or Department of Community and Economic Development, or as may be appropriate to provide an accurate progress report.

H. Insurance. Prior to issuance of any building permit, the Owner and Developer shall deliver to the Village, at Owner's and Developer's cost and expense, insurance required to be carried by Owner and Developer pursuant to Section 6 of this Agreement.

I. Disclosures. Not less than ten (10) days prior to the execution of this Agreement, the Owner and Developer shall furnish the Village with a statement disclosing the identity of all persons holding an ownership interest in the Owner and Developer and the percentage of such interest, said disclosure to be in a form reasonably satisfactory to the Village, and shall certify that no member, official, or employee of the Village has or shall have any personal interest, direct or indirect, in the Development or this Agreement. This disclosure shall be updated within ten (10) business days of any change of ownership, or written request from the Village Administrator.

J. Development Operation. The primary use of the Property as a mixed-use development with thirty-six (36) residential units and the ground-floor Commercial Uses as authorized under Ordinance 23-24, or as otherwise approved by the Village Administrator or his/her designee, shall not be materially changed for a minimum of twenty (20) years after certificates of occupancy for the thirty-six (36) residential units and all ground-floor commercial spaces have been issued.

K. Right of First Refusal. For the first twenty (20) years after certificates of occupancy for the thirty-six (36) residential units and all ground-floor commercial spaces have been issued for the Development, the Village shall be granted a right of first refusal to purchase the Property upon the terms and conditions contained in an offer to purchase said Development made to Owner by a third party purchaser which Owner intends to accept (an "Acceptable Purchase Offer"). Said right of first refusal shall be exercised by written notice from the Village to the Owner within twenty-one (21) days after receipt by the Village of written notice from the Owner which notice shall contain information indicating the material terms of the Acceptable Purchase Offer including the price to be paid, the other economic terms of the proposed purchase and the time period for closing. In the event of the timely exercise of such right of first refusal by the Village, the applicable transaction shall be closed upon the same terms and conditions and within the same time limits as set forth in the applicable Acceptable Purchase Offer.

L. Affordable Housing Requirement. Of the thirty-six (36) residential units constructed on the Property, not less than nine (9) residential units shall be reserved for households earning no more than sixty percent (60%) of the Area Median Income (AMI), as defined by the U. S. Department of Housing and Urban Development (HUD), the Illinois Housing Development Authority (IHDA), or successor agency, and adjusted for household size (the "Affordable Units"). Preference for the Affordable Units shall be given to persons who have resided in Morton Grove for more than ten (10) years. The operation and maintenance of the Affordable Units shall comply with all requirements of Section 12-5-12 of the Morton Grove Unified Development Code, including the requirement to file an annual census and report. Pursuant to Section 12-5-12:1, an Affordable Housing Compliance Plan shall be submitted to and approved by the Village Administrator prior to the issuance of any certificate of occupancy for the thirty-six (36) residential units.

M. Financing. Not less than ten (10) days prior to the Closing on the Property, the Owner and Developer shall furnish to the Village proof reasonably acceptable to the Village that the Owner and Developer have irrevocable financing or a joint escrow account in sufficient amount for the construction of the improvements of the Development.

N. Payment of Taxes and Village Obligations. The Owner shall pay, when due, any and all real estate taxes and special assessments in respect to the Development. Failure to timely pay said taxes and/or special assessments shall constitute a breach of this Agreement, subject to the Notice and cure provisions set forth in Section 7 of this Agreement. If the Owner files any claim or appeal contesting the validity or amount of any real estate property tax assessment for the Development, the Developer shall provide notice of such claim or appeal, together with copies of all

documents filed in connection with such claim or appeal to the Village within seven (7) days of the date of filing. The Village shall have the right to contest any such claim or appeal.

O. Make Whole Payment to Offset Affordable Housing Tax Reduction. The Parties recognize that the Affordable Units may cause the Property to be eligible for a real estate tax incentive, reduction, exemption or special classification that may result in a real estate tax reduction (the "Affordable Housing Tax Reduction"). The Owner and Developer, their successors, and assigns in title agree to forego, waive, abandon, not pursue, or make application for any Affordable Housing Tax Reduction until the TIF District is terminated or expired. If the Property receives any Affordable Housing Tax Reduction, the Owner and Developer, their successors, or assigns in title shall provide notice of such reduction and shall pay the Village an amount equal to the difference between the actual property taxes paid for the Property and the property taxes that would be paid without an Affordable Housing Tax Reduction (the "Make Whole Payment"). The Make Whole Payment shall be due to the Village within thirty (30) days after each installment tax bill receiving an Affordable Housing Tax Reduction is due to the Cook County Assessor's Office.

P. Compliance with All Laws. The Owner and Developer represent, warrant, and agree that:

1. The Owner and Developer are not barred from contracting with any unit of state or local government as a result of violating Section 33E-3 or 33E-4 of the Illinois Criminal Code (720 ILCS 5/33E-3 and 33E-4).
2. The Owner and Developer shall comply with the Illinois Drug Free Work Place Act, Equal Opportunity Clause of the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights, the Americans with Disabilities Act, and Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101 et seq.).
3. Any construction contracts entered into by the Owner or Developer relating to the construction of the Development shall require all contractors and subcontractors to comply with the Illinois Fair Employment Practices Act.
4. The Owner and Developer shall comply with all applicable federal laws, state laws, and regulations including without limitation, such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. The Developer agrees to pay its employees, if any, all rightful salaries, medical benefits, pensions, and social security benefits pursuant to applicable labor agreements and federal and state statutes, and further agrees to make all required withholdings and deposits therefore.
5. Any lawsuit or complaint of violation of laws that is received by the Owner or Developer relative to this Agreement, or the Development shall be immediately forwarded to the Village Administrator.
6. The Owner and Developer shall be and remain in compliance with the Village's property maintenance regulations and shall promptly correct any code violations.

Q. Limited Right of Assignment. Until the notes referenced in Section 4.B.1 and Section 4.B.2 of this Agreement have been paid or forgiven in full: Owner and Developer shall: (a) not assign

its interests in this contract, the Property, or the Development without the express written approval of the Village; and (b) own and operate, or cause an entity to own and operate, the Development in accordance with Ordinance 23-24. The Owner will not be required to operate any business if such operation would result in a multiple-year financial loss or would not be economically feasible. Any approved assignment shall provide such information as may reasonably be requested to indicate that the operation of the Development will continue to be managed and operated in the manner that benefits the goals and objectives of the Redevelopment Plan. The Assignee shall have executed and delivered to the Village an instrument signed by the Assignee stating that the Assignee agrees to be bound by all terms in this agreement.

R. Records. The Owner shall keep complete and accurate records of all sales and shall allow the Village to inspect said records upon reasonable request. Said records shall not be considered Village records, shall be considered proprietary records of the Owner, and shall be kept confidential to the extent permitted by law. The Owner shall execute a completed form PTAX 1002-21 attached hereto and made a part hereof as Exhibit E, or such other form and content reasonably acceptable to the Village which letter shall be addressed to the Illinois Department of Revenue and shall authorize the Illinois Department of Revenue to release any and all gross revenue and sales tax information on a monthly basis with respect to the operation of the Development and shall prepare and submit such other or additional forms as may be required from time-to-time by the Illinois Department of Revenue in order to release such information to the Village. In the event the sales tax revenue information is not released by the State due to the failure of the Owner to execute the necessary authorization and/or release, the Village shall not be required to forgive any portion of the Owner's obligation and/or note to the Village until the sales tax revenue is released.

S. Environmental Compliance. The Owner and Developer shall comply with all USEPA and Illinois EPA laws, rules and regulations and will not unlawfully dispose of or release any hazardous substance, material, contaminant, or pollutant, as defined by any federal or state environmental laws, in, under, on or about the Property. The Owner and Developer, at their costs, shall remediate any hazardous substance, contaminant or pollution or other dangerous environmental condition that it (or its employees, agents or contractors) creates or causes with respect to the Development in accordance with all federal, state, county and local applicable laws and regulations. The Owner and Developer shall indemnify and hold the Village and its elected or appointed officers and officials, trustees, agents, volunteers, representatives and/or employees harmless against any claim, suit, loss, liability or damage, including, attorneys fees and expenses incurred by the Village and/or its elected or appointed officers and officials, trustees, agents, volunteers, representatives and/or employees in defending itself or complying with applicable laws and regulations, arising out of or relating to the disposal or release of any hazardous substance, material, contaminant, or pollutant during performance of the Development in, under, on or about the Property by the Owner or Developer.

SECTION 4. VILLAGE OBLIGATIONS.

A. Sale of Property. The Village shall enter into a contract for the sale of the Property for the agreed price of \$1,000,000.00 pursuant to the terms and conditions set forth in Exhibit C. The closing shall occur within ten (10) business days after the approval by the Village Administrator and all governmental and quasi-governmental agencies, authorities, commissions, or other bodies with jurisdiction of all building and zoning permits which are required for the construction of the improvements of the Development and the permits have been issued, including registration of contractors and payment of permit fees, or sooner upon mutual agreement. If the Closing Date does not occur or before September 1, 2024, the Village may terminate this Agreement.

B. Economic Incentive. The Parties acknowledge that Owner and Developer will pay, or have paid, for expenses which qualify as Redevelopment Project Costs as defined in the TIF Act (the "Eligible Expenses"). In consideration for the Owner's and Developer's satisfactory performance of their obligations under this agreement and in order to make the Development economically feasible, the Village shall provide the following economic incentives:

1. \$1,000,000.00 Note and Mortgage for purchase of the Property.

- a. The Village shall hold a note and mortgage for \$1,000,000.00 for the Owner's purchase of the Property ("Property Purchase Note"), which qualifies as an Eligible Expense. The interest on the principal balance of the Property Purchase Note shall accrue at the rate of 5% per annum from the Closing Date until paid in full or forgiven. Except in the case of a default by the Owner, no payments shall be due to the Village for the first two (2) years after Closing Date.
- b. Provided the Owner and Developer are compliant with their obligations under this Agreement, beginning on the first full calendar year after certificates of occupancy have been issued for the thirty-six (36) residential units and all ground-floor commercial spaces, and continuing for the next twenty years or until the note is paid in full, whichever is sooner, the Village shall on May 1st of each year, forgive and reduce the principal and interest owed on the Property Purchase Note and mortgage by seventy-five percent (75%) of the Village's share of state sales taxes, the Village's home rule sales tax, the Village's local food and beverage tax, and any other non-real-estate tax actually received by the Village from the operation of the Commercial Uses during the preceding year or until the note is paid in full, whichever is sooner. No portion of the note and mortgage shall be forgiven while the Owner or Developer is in default of any term of this Agreement or are not in good standing on any and all Village accounts, including but limited to real estate tax payments.
- c. In the event of an Owner or Developer defaults which is not cured in a timely manner, or if the Owner has not secured certificates of occupancy for all thirty-six (36) residential units and the ground-floor Commercial Uses on or before the second anniversary of the Closing Date, the full remaining principal balance and all accrued interest under the Property Purchase Note shall be immediately due and payable by the Owner.
- d. For purposes of this agreement, the term "sales tax" means the net portion of taxes imposed by either the State of Illinois and actually received by the Village for pursuant to the Retailer's Occupation Tax Act and the Service Occupation Tax Act (as said Acts may be amended from time-to-time) or home rule sales taxes imposed by the Villages under their power and authority pursuant to 65 ILCS 5/8-11-1 and actually received by the Village, and the Village's food and beverage taxes actually received by the Village from sales made from the operation of the Commercial Uses, and any other non-real-estate tax collected by the Village directly or through distribution by the State of Illinois. It is expressly understood if a governmental or legislative body other than the Village enacts any law or statute which results or which may result in any material changes or amendments to the foregoing sales tax provisions, which changes or amendments prohibit the Village from complying with this

Agreement, or which adversely affect the Village's ability to comply herewith, then the Village, Owner, and Developer shall reevaluate this Agreement and the incentives provided hereunder and may mutually agree to restructure the Agreement. It is acknowledged and understood by and between the parties hereto that the Village receives sales tax revenue monthly. State sales taxes and home rule taxes generated by sales in any one month are distributed to the Village approximately three (3) months later.

2. Conditional Donation for Reimbursement of Eligible Expenses.

- a. Provided the Owner and Developer comply with the provisions of this Agreement and the requirements of the IHDA, the Village shall provide the Developer with assistance in the form of a conditional donation of up to \$1,800,000.00 ("Eligible Expenses Reimbursement Donation") for the reimbursement to the Developer of Eligible Expenses, which is intended to qualify as a donation for IAHTC purposes to the extent permitted by law, . The total amount of the assistance shall be calculated as follows:
 - i. Up to \$480,000.00 shall be donated to reimburse the Developer for Verified Eligible Expenses for architectural, engineering, and legal fees for the Development.
 - ii. Up to \$660,000.00 shall be donated to reimburse the Developer for Verified Eligible Expenses for site improvement costs.
 - iii. Up to \$660,000.00 shall be donated to reimburse the Developer for Verified Eligible Expenses for the construction of nine (9) affordable housing units.
- iv. Should any of the Verified Eligible Expenses described in parts (a), (b), or (c) be less than the respective specified reimbursement amounts, the Developer may request from the Village reimbursement of other verified Eligible Expenses upon completion of the Development. However, the total Verified Eligible Expenses Reimbursement Donation provided to the Developer by the Village shall not exceed \$1,800,000.
- v. The Eligible Expenses Reimbursement Donation shall be payable from the Village to the Developer as a one-time payment upon the issuance of certificates of occupancy for the thirty-six (36) residential units and all ground-floor commercial spaces and upon the submission and Village's approval of verified bills or statements of suppliers, contractors, or other evidence the Developer has incurred the Eligible Expenses pursuant to this Agreement, evidence of the Developer's liability for such bills or statements, waivers of all liens which could be filed by such suppliers, contracts, or professionals for payment for the Eligible Expenses, and such further and additional reasonable representations, warranties, and information as the Village may deem appropriate ("Verified Eligible Expenses"). Upon the Village's receipt of the Developer's written request for the Eligible Expenses Reimbursement Donation (the "Reimbursement Request") and all supporting documentation pursuant to the Section, the Village shall within sixty (60) days approve the request in writing and provide payment of the Eligible Expenses Reimbursement Donation to the

Developer or disapprove the request in writing and provide the reasons for disapproval. Within thirty (30) days after the disapproval of any request, the Developer may resubmit the request with such additional information as may be required, and the same procedures set forth in this Section for approval of a Reimbursement Request shall apply to such resubmittals.

- vi. The Developer shall submit an Illinois Affordable Housing Tax Credit Application to the Illinois Housing Development Authority (IHDA), which will include a Donor Certification signed by the Village to the IHDA in substantial conformity with Exhibit G for the total amount of the Eligible Expenses Reimbursement Donation paid by the Village to the Developer, and the Village shall direct and authorize the IHDA to release the Illinois Affordable Tax Credit Certificate to the Developer. The Donor Certification shall be submitted to the IHDA at a time mutually agreed to by the Parties, after the Village has made the Expenses Reimbursement Donation to the Developer.
- b. In the event of an Owner or Developer defaults which is not cured in a timely manner, or if the Owner and Developer have not secured certificates of occupancy for all thirty-six (36) residential units and the ground-floor Commercial Uses on or before the second anniversary of the Closing Date, the Village shall have no obligation to provide any portion of the Eligible Expenses Reimbursement Donation to the Developer.
- c. The Village's obligation to provide the total amount of such reimbursement amount as described in parts (a) through (d) of this Section above is subject to the condition that such obligation shall not exceed the amount of Eligible Expenses submitted by the Developer to the Village for those costs which have been incurred and paid.

SECTION 5. MUTUAL OBLIGATIONS.

A. Documents. The Parties agree to take such actions, including the execution and delivery of such documents, as well as the adoption of such ordinances and resolutions, as may be necessary or appropriate, from time to time, to carry out the terms, provisions, and intent of this Agreement and to aid and assist each other in carrying out such terms, provisions, and intent.

B. Governmental Approvals. The Parties shall cooperate fully with each other in implementing the Development and in seeking and obtaining from any or all appropriate governmental bodies (whether federal, state, county or local) any necessary permits, entitlements, and approvals, required or useful for the improvement of property and construction of the Development in and on the Property, or for the provision of services to the Property. The Village shall expeditiously and fairly process all properly filed applications for permits and approvals necessary for the Development including, without limitation, building permits and certificates of occupancy.

C. Timeline.

- 1. Time is of the essence to this Agreement. The Parties will each proceed with commercially reasonable diligence to submit and process all required applications, issue all approved permits, and complete the construction of the Development.

2. The parties recognize that delaying events beyond their control may occur which will necessitate modification to this schedule as agreed by the Owner, Developer, and the Village Administrator.
3. A Party shall not be deemed in default of this Agreement if such Party's failure to timely perform was reasonably caused by war, acts of God, strikes, labor disputes, reasonably unavoidable disruptions to supply chains for materials, pandemic, delay in issuance of necessary permits or authorizations by any governmental body, including but not limited to the Village, through no fault of the Owner or Developer or similar causes beyond the reasonable control of such Party ("Force Majeure"). If a Force Majeure event occurs, which caused a delay, a party seeking to claim Force Majeure as the basis for an extension, shall serve notice of its claim for Force Majeure and supporting specific third-party documentation within five (5) business days from the start of the Force Majeure event. Any extension for the completion of the incomplete performance shall be equal to the period of the delay to run from the time of the commencement of the Force Majeure.

SECTION 6. INSURANCE AND INDEMNIFICATION.

A. Insurance. The Owner and Developer, and any successor in interest to the Owner or Developer, shall obtain or cause to be obtained and continuously maintained when required during the Term of this Agreement, the insurance as set forth below. The Owner and Developer shall provide a copy of all policies to the Village with proof that the premiums for such insurance have been paid and the insurance is in effect. The insurance coverage described below is the minimum insurance coverage that the Owner and Developer must obtain and continuously maintain:

1. The Owner and Developer, or Owner's or Developer's contractor, shall during any period of construction, maintain:
 - a. Worker's Compensation insurance with statutory coverage and Employers' Liability coverage of at least five hundred thousand dollars (\$500,000) per accident;
 - b. Commercial General Liability insurance (including operations, contingent liability, operations of subcontractors, and contractual liability insurance) with limit of not less than one million dollars (\$1,000,000) combined single limit per occurrence for bodily injury, and property damage and one million dollars (\$1,000,000) per occurrence for personal injury with a general aggregate of two million dollars (\$2,000,000);
 - c. Owners and Contractors Protective Liability (OCP) with a limit of not less than one million dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage;
 - d. Business Automobile Liability: One million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.
2. The Owner and Developer, or Owner's or Developer's contractor, shall during any period of construction maintain builders risk insurance on a completed value basis, in non-reporting form, against all risks of physical loss, including collapse and water damage with no exclusion for flood and hydrostatic pressure, covering

the total value of work performed and equipment, supplies and materials furnished for the project development (including on-site stored materials) as to all work by the Owner or Developer. The Village shall be named as loss payee.

3. After completion of construction, the Owner shall maintain property insurance and extended coverage on a replacement basis for the insurable value of the Development as valued from time to time.
4. All such policies shall be in such form and issued by such companies as shall be acceptable to the Village to protect the Village, Owner, and Developer against any liability incidental to the use of or resulting from any claim for injury or damage occurring in or about the Project, or the construction and improvement thereof by the Owner or Developer, except to the extent arising from Village (or its agents, employees and contractors) acts or omissions (in which case the Village shall look solely to its own insurance).
5. Alternatively, the Owner and Developer may satisfy its insurance obligations in this Article, with the exception of Section 6.A.3, by way of a blanket policy or policies which includes other liabilities, properties and locations having a per occurrence liability of three million dollars (\$3,000,000) and a general policy aggregate of at least ten million dollars (\$10,000,000). The Village shall have the right to review any blanket policy or policies to determine that such coverage is in compliance with the requirements contained herein and shall have the right to reject any blanket policy or policies if they do not comply with the requirements contained herein.
6. Each such policy shall name the Village, its officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of the Owner's or Developer's work, including activities performed by or on behalf of the Owner or Developer; products and completed operations of the Owner and Developer (or Owner's or Developer's Contractor); premises owned, leased or used by the Developer; or automobiles owned, leased, hired or borrowed by the Developer. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, agents, employees, and volunteers. The policy shall contain an affirmative statement by the issuer that it will give written notice to the Village at least 30 days prior to any cancellation or amendment of its policy. The Owner and Developer shall provide to the Village a replacement certificate not less than 30 days prior to expiration of any policy.

The Owner's and Developer's insurance coverage shall be primary and non-contributory as respects the Village its officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the Village, its officials, employees, agents, and volunteers shall be excess of Owner's and Developer's insurance and shall not contribute with it.

The Owner's and Developer's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Owner's and Developer's insurance shall apply separately to each insured against who claim is made or suit is brought, except with respect to the limits of the insurer's liability.

The Owner and Developer shall include all contractors or subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each contractor or subcontractor subject to all of the requirements stated herein.

The Owner and Developer shall furnish the Village with certificates of insurance showing the coverage as required herein with original additional insured endorsements naming the Village, its officials, employees, agents, and volunteers as additional insureds. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village before any work commences.

B. Village Review. Subject to and except as otherwise provided in the provisions of Section 6 of this Agreement, the Owner and Developer acknowledge and agree that the Village is not, and shall not be, in any way liable for any damages or injuries that may be sustained as the result of the Village's review and approval of any plans or failure to review and approve any plans for the Property or the Development, or the issuance of or failure to issue any approvals, permits, certificates, or acceptances for the development or use of the Property or the Development, and that the Village's review and approval of those plans and the Development and issuance of those approvals, permits, certificates, or acceptances does not, and shall not, in any way, be deemed to insure the Owner and Developer, or any of its heirs, successors, assigns, tenants invitees, and licensees, or any other Person, against damage or injury of any kind at any time.

C. Indemnification of Village. Owner and Developer, its successors and assigns shall defend, indemnify and hold harmless the Village and its elected or appointed officers and officials, trustees, agents, volunteers, representatives and/or employees, from and against any and all civil liabilities, actions, responsibilities, obligations, losses, damages and claims, and all costs and expenses, including but not limited to attorney's fees and expenses (collectively, "Losses") pursuant to any federal, state and local laws including the common law), statutes, ordinances, rules, regulations and other requirements relating to or which the Village and/or its elected or appointed officers and officials, trustees, agents, volunteers, representatives and/or employees may incur from or on account of Owner's or Developer's use of the Property, any tests or surveys conducted by the Owner or Developer, and the construction of the Project, including but not limited to any Losses incurred which are based on tort law, wrongful death and/or a personal injury claim, suit or action and/or any Losses and claims relating to environmental investigation, cleanup, or abatement, whether asserted or unasserted, direct or indirect, existing or inchoate, known or unknown, having arisen or to arise in the future, and in any manner whatsoever incurred by reason of Owner's or Developer's or either of their contractors' activities or inactivities at the Property or the Development. It is expressly understood, agreed upon and the specific intent of this Agreement that the Village and its elected or appointed officers and officials, trustees, agents, volunteers, representatives and/or employees will at no time assume responsibility or liability for the actions of the Owner, Developer, or any of their contractors or other persons on the Property. As among the Village and its elected or appointed officers and officials, trustees, agents, volunteers, representatives and/or employees, Owner, or Developer, Owner and Developer shall at all times be held solely responsible to all persons on the Property present there because of the Development and work thereon. Owner and Developer and their successors and assigns hereby agree to release, waive, covenant not to sue and forever discharge the Village and its elected or appointed officers and officials, trustees, agents, volunteers, representatives and/or employees, for any claim, suit or action, whether or not well founded in fact or in law, which Owner or Developer and their contractors have, or may have, arising out of the Development, except to the extent that any contamination occurs as a result of actions taken after the date of this Agreement by the Village or any of its elected or appointed officers and officials,

trustees, agents, volunteers, representatives and/or employees, and except for any claim or action which Owner or Developer, its successors and assigns may have under this Agreement.

SECTION 7. DEFAULT

A. Events of Default by Owner or Developer. Events of default by the Owner or Developer include any violation of this Agreement and without limitation the following:

1. Failure to comply with any material obligation or covenant contained in this Agreement, or any other agreement or financing document throughout the term of this Agreement, subject to Force Majeure.
2. The commencement by Owner or Developer of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or the consent by Developer to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, (or similar official) of Owner or Developer or of any substantial part of the Property, or the making by any such entity of any assignment for the benefit of creditors or the failure of Owner or Developer generally to pay such entity's debts as such debts become due or the taking of action by Developer in furtherance of any of the foregoing, or a petition is filed in bankruptcy by others and not dismissed within thirty (30) consecutive days;
3. The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of Owner or Developer in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, (or similar official) of Owner or Developer for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order unstayed and in effect for more than thirty (30) consecutive days.
4. Failure to have funds to meet Owner's or Developer's obligations;
5. After work begins on the Development, work stops for more than forty-five (45) consecutive days for any reason other than: (i) Force Majeure or (ii) if Owner or Developer is ahead of its planned construction schedule;
6. Owner or Developer materially fails to comply with applicable governmental codes and regulations in relation to the construction and maintenance of the buildings contemplated by this Agreement or the approved plans;
7. Owner or Developer refuses or fails to construct the Development in conformance with the final plans and specifications;
8. Failure to obtain Certificates of Occupancy for the thirty-six (36) residential units and all ground-floor commercial spaces within two (2) years after the Closing of the sale of the Property for any reason other than a default by the Village or Force Majeure;
9. Upon initial issuance of Certificates of Occupancy for all ground-floor commercial spaces, failure to maintain active Business Compliance Certificates and Certificates of Occupancy for all ground-floor spaces for any period greater than

six (6) months, for a minimum of twenty (20) years. The Village Administrator may in writing authorize an extension for good cause.

10. Closing on the sale of the Property does not occur by September 1, 2024.

B. Events of Default by Village. Events of default by the Village include without limitation the following:

1. Any material misrepresentation made by the Village in this Agreement, or in any certificate, notice, or financing document;
2. Failure to perform any material obligation or covenant contained in this Agreement, or any other agreement, financing document.

C. Cure Provisions. In the event of a default, the defaulting party shall have thirty (30) days after receipt of a Notice of Default from the non-defaulting party setting for the nature of the default, to cure the default.

D. Default by Owner or Developer Prior to Purchase of Property. If the Owner or Developer defaults before titles to the Property are transferred to the Owner, and fail to timely cure said default, the Village may terminate this Agreement, in which case the Owner and Developer will reimburse the Village for all of its out-of-pocket costs, including attorney's fees relating to said default and this Agreement.

E. Default by Owner or Developer Prior to the Issuance of Certificates of Occupancy. If the Owner or Developer defaults after title to the Property is transferred to the Owner but before Certificates of Occupancy for the thirty-six (36) residential units and all ground-floor commercial spaces have been issued, the Village shall have, in addition all remedies at law and equity, and those remedies set forth in Section D above, any or all of the following remedies:

1. At the Village's request, the Owner will transfer by warranty deed its interest in the Property to the Village;
2. The loan made by the Village to the Owner shall immediately become due;
3. The Owner and Developer will reimburse the Village for all of its out-of-pocket costs, including attorney's fees relating to said default and this Agreement;
4. The Owner and Developer shall restore or shall reimburse the Village for all cost incurred to restore the Property to its condition prior to the Closing; and
5. The Owner and Developer shall reimburse the Village for any amount paid by the Village to the Owner and Developer, including funds pursuant to Section 4 of this Agreement.

F. Default by Owner or Developer After Certificate of Occupancy Issuance. If the Owner or Developer defaults after title to the Property is transferred to the Developer and after Certificates of Occupancy for the thirty-six (36) residential units and all ground-floor commercial spaces have been issued, the loan made by the Village to the Owner shall immediately become due, and the Village shall have all remedies available at law and equity.

G. Consequential Damages. Neither party shall be liable to the other for consequential damages or lost profits except as otherwise specifically provided in this Agreement.

H. Attorney's Fees. In the event of a default, the defaulting party shall pay all the non-defaulting party's reasonable court costs, witness fees, discovery fees and attorneys' fees.

SECTION 8. GUARANTEE

The Owner's and Developer's obligations under this agreement and the contract for the purchase of the Property referenced in Subsection 4.A and the notes and mortgages reference in Section 4.B of this agreement shall be guaranteed by Theodore K. Stec and Richard Gonzalez.

SECTION 9. GENERAL PROVISIONS.

A. No Individual or Personal Liability. Notwithstanding any other statement in this Agreement, the Parties agree that the representations made by the Village in this Agreement and incentives offered herein are made on behalf of the Village, and the Village President and Board of Trustees are not making such representations personally, are not parties to this Agreement, and shall incur no personal liability in conjunction with this Agreement.

B. No Third-Party Beneficiaries. This Agreement is made for the benefit of the parties and there are no third-party beneficiaries.

C. Notice. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, (iv) by electronic internet mail ("e-mail"). E-mail notices shall be deemed valid only to the extent that they are (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three (3) business days thereafter at the appropriate address set forth below. Unless otherwise provided in this Agreement, notices shall be deemed received after the first to occur of (a) the date of actual receipt; or (b) the date that is one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (b) the date that is three (3) business days after deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each party to this Agreement shall have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the Village of Morton Grove shall be addressed to, and delivered at the following addresses:

Ralph E. Czerwinski, Village Administrator
The Village of Morton Grove
6101 Capulina Avenue
Morton Grove, Illinois 60053

Teresa Hoffman Liston, Corporation Counsel
The Village of Morton Grove
6101 Capulina Avenue
Morton Grove, Illinois 60053

Notices and communications to the Owner shall be addressed to, and delivered at, the following address:

MHDC SLF LLC
c/o Louis Stec
8 S. Michigan Avenue
Chicago, Illinois 60603

Notices and communications to the Developer shall be addressed to, and delivered at, the following address:

Metropolitan Housing Development Corporation
c/o Richard Gonzalez
8 S. Michigan Avenue
Chicago, Illinois 60603

D. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

E. No Waiver. The Village shall be under no obligation to exercise any of the rights granted to it in this Agreement. The failure of the Village to exercise at any time any right granted to the Village shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the Village's right to enforce that right or any other right.

F. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the internal laws, of the State of Illinois. Any action to enforce this Agreement shall be filed in the Circuit Court of Cook County, Illinois.

G. Severability. It is hereby expressed to be the intent of the Parties that should any provision, covenant, agreement, or portion of this Agreement or its application to any Person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application to any Person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

H. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.

I. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

J. Exhibits. The following Exhibits attached to this Agreement are, by this reference, incorporated in, and made a part of this Agreement:

Exhibit A	Legal description of Chestnut Street;
Exhibit B	Legal description and PIN number(s) of 8500-50 Lehigh;

Exhibit C	Purchase Agreement for Property;
Exhibit D	Mortgage Against Real Estate for Property Sale;
Exhibit E	Promissory Note for Property Sale;
Exhibit F	PTAX 1002-21 Form;
Exhibit G	Affordable Housing Tax Credit Donor Certification.

In the event of a conflict between an exhibit and the text of this Agreement, the text of this Agreement shall control.

K. Amendments and Modifications. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with all applicable statutory procedures.

L. Authority to Execute.

The Village hereby warrants and represents to the Owner and Developer that the persons executing this Agreement on its behalf have been properly authorized to do so by the Corporate Authorities.

The Owner hereby warrants and represents to the Village (i) that it has the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and to bind said property as set forth in this Agreement, (ii) that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken, and (iii) that neither the execution of this Agreement nor the performance of the obligations assumed by the Owner will (a) result in a breach or default under any agreement to which the Owner is a party or (b) violate any statute, law, restriction, court order, or agreement to which the Owner is subject.

The Developer hereby warrants and represents to the Village (i) that it has the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and to bind said property as set forth in this Agreement, (ii) that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken, and (iii) that neither the execution of this Agreement nor the performance of the obligations assumed by the Developer will (a) result in a breach or default under any agreement to which the Developer is a party or (b) violate any statute, law, restriction, court order, or agreement to which the Developer is subject.

M. No Joint Venture. Nothing contained in this Agreement is intended by the Parties to create a joint venture between the Parties. It is understood and agreed that this Agreement does not provide for the joint exercise by the Parties of any activity, function or service, nor does it create a joint enterprise, nor does it constitute either Party as an agent of the other for any purpose whatsoever. Nothing in this Agreement shall be construed to make the parties hereto partners or render either of said parties liable for the debts or obligations of the other.

N. Counterparts. This Agreement may be executed in counterpart, each of which shall constitute an original document, which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have thereto set their hands on the date first above written.

ATTEST:

THE VILLAGE OF MORTON GROVE, an Illinois
municipal corporation

By: _____
Eileen Scanlon Harford
Village Clerk

By: _____
Ralph E. Czerwinski
Village Administrator

MHDC SLF LLC

By: _____
Joseph M. Fiandaca, Managing Member

METROPOLITAN HOUSING DEVELOPMENT
CORPORATION

By: _____
Richard Gonzalez, Principal Officer

Legislative Summary

Ordinance 23-32

APPROVING A TEXT AMENDMENT TO MODIFY AND ESTABLISH REGULATIONS RELATING TO SHORT-TERM DWELLING UNITS IN MORTON GROVE, ILLINOIS

Introduction:	December 12, 2023
Purpose:	To approve a Text Amendment that modifies and establishes regulations for short-term dwelling units in the Village of Morton Grove.
Background:	<p>Village staff currently enforces a Village-wide prohibition on short-term dwelling units pursuant to 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, the Village’s Unified Development Code (Title 12) does not define “tourist homes”, does not list the use as a permitted or special use in any zoning district, and does not establish any use standards. Due to an increasing number of short-term dwelling units (e.g. Airbnb and VRBO rentals) in Morton Grove over the past few years and resident complaints received by staff relating to the unauthorized use, staff made an application under Case PC 23-16 requesting a text amendment to define “short-term dwelling units” and list the use as a prohibited use in the zoning district matrices to provide greater clarity in the code and support enforcement efforts.</p> <p>At public hearings held on August 15, September 19, October 17, and November 21, 2023, the Plan Commission considered the proposed amendments relating to short-term dwelling units, discussed the land use and considered public comment both in support of and against legalization of this use in the Village’s commercial and residential zoning districts. At the request of the Plan Commission, staff prepared draft amendments to the Village Code that legalizes this use and established use standards, which were considered by the Commission at the November 21, 2023, meeting. The amendments as specifically recommended by the Plan Commission and contained in the draft ordinance:</p> <ul style="list-style-type: none">• Authorize limited short-term dwelling units as a Permitted Use in residential and commercial zoning districts provided the owner resides on the premises, only one bedroom or similar living area is rented, guest numbers are limited, and the use complies with other various conditions.• Authorize short-dwelling units not meeting the Permitted Use standards as a Special Use in residential and commercial zoning districts.• Establish general requirements relating to compliance certificates, minimum rental periods, parking, notice to neighbors, signage, hosting platform use, code compliance, and insurance. <p>On November 21, 2023, Village staff appeared before the Plan Commission to present the revised Text Amendment Application legalizing short-term dwelling units for the Plan Commission’s consideration. Based on the Application, staff report, and testimony presented at the public hearing, the Plan Commission voted 4-2 (Commissioner Gabriel absent, Chairperson Blonz and Commissioner Kintner voting no) to recommend approval of the Text Amendment with minor revisions.</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:	Denial
Second Reading:	January 9, 2023
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 23-32

APPROVING A TEXT AMENDMENT TO MODIFY AND ESTABLISH REGULATIONS RELATING TO SHORT-TERM DWELLING UNITS 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 short-term dwelling units in the Village’s residential and commercial zoning districts; 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 in order to provide more time for discussion and consideration of the Application, the Commission voted to continue Case PC 23-16 to the November 21, 2023, meeting of the Plan Commission; and

WHEREAS, at the November 21, 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 December 5, 2023, which was presented to the Village Board on December 12, 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 4, Section 2, Subsection C, entitled, “Uses,” is hereby amended to insert the following use in alphabetic order and to read as follows:

12-4-2: RESIDENTIAL DISTRICTS

C. Uses:

Categories Of Use	R-1	R-2	R-3
<u>Short-term dwelling units</u>	<u>P/S³</u>	<u>P/S³</u>	<u>P/S³</u>

³ See chapter 5, "Special Zoning Provisions", of this title.

SECTION 3: Title 12, Chapter 4, Section 3, Subsection D, entitled, “Uses,” is hereby amended to insert the following use in alphabetic order and to read as follows:

12-4-3: COMMERCIAL DISTRICTS

D. Uses:

Categories Of Use	C-1	C-2	C/R
<u>Short-term dwelling units</u>	<u>P/S³</u>	<u>P/S³</u>	<u>P/S³</u>

³ See chapter 5, "Special Zoning Provisions", of this title.

SECTION 4: Title 12, Chapter 5, entitled, “Special Zoning Provisions,” is hereby amended to include a new Subsection 13 entitled, “Short-Term Dwelling Units,” which shall read as follows:

12-5-13: SHORT-TERM DWELLING UNITS

A. General Requirements:

- a. Compliance Certificate Required: It shall be unlawful to operate a short-term dwelling unit without a certificate of compliance issued pursuant to Title 4.
- b. Use Limitations: Only residential dwelling units may be used or offered as short-term rentals. No exclusively commercial, office, industrial, or institutional property or portion thereof may be used or

- offered as a short-term dwelling unit. No accessory building or structure may be used or offered as a short-term dwelling unit.
- c. Minimum Rental Period: A short-term dwelling unit may not be rented for any period of time shorter than twenty-four (24) consecutive hours.
 - d. Parking: All overnight parking for persons renting a short-term dwelling unit must be provided on the same zoning lot as the short-term dwelling unit and must be located on an improved hard surface.
 - e. Signage: No sign advertising or otherwise promoting a short-term dwelling unit may be installed or erected on the premises.
 - f. Notice Required: Prior to the first rental of a short-term dwelling unit, the owner of the short-term dwelling unit must deliver written notice by mail or personal delivery to the owners of all parcels that abut the property on which the short-term dwelling unit will be located of the owner's intent to offer the short-term dwelling unit for rental. The written notice must include contact information for the owner of the short-term dwelling unit.
 - g. Hosting Platform: The owner of a short-term dwelling unit shall use a hosting platform to market and make lease arrangements with any persons renting the short-term dwelling unit unless otherwise authorized by a special use permit.
 - h. Code Compliance: All short-term dwelling units shall comply with the applicable life safety, building, and property maintenance codes of the Village. Compliance with applicable code requirements shall be verified by inspection of Village staff prior to issuance of a compliance certificate and on an annual basis thereafter.
 - i. Insurance: The owner must provide proof of homeowner's insurance or host protection insurance in the amount of at least five hundred thousand dollars (\$500,000.00) to the Village prior to the issuance of a certificate of compliance.
- B. **Permitted Use:** Short-term dwelling units shall be a permitted use for residential dwelling units provided the following conditions are met:
- 1. The dwelling unit shall be limited to a maximum of one (1) short-term dwelling unit.
 - 2. The dwelling unit shall not be used or offered as a short-term dwelling unit as its principal use.
 - 3. The dwelling unit shall be the primary residence of the owner and operator of the short-term dwelling unit located therein.
 - 4. The owner of the dwelling unit shall reside on the premises for the entire duration of any short-term dwelling unit rental.
 - 5. No more than one (1) bedroom or similar living area within the dwelling unit shall be used or offered as a short-term dwelling unit at any one time. At no time may all bedrooms within the dwelling unit be offered as a short-term dwelling unit.
 - 6. The short-term dwelling unit shall not be used or occupied by more than two (2) adult renters simultaneously and two (2) adult guests of the renters simultaneously. Individuals under the age of eighteen (18) who are dependents of the adult renters or adult guests shall be allowed on the premises without limitation.
- C. **Special Use:** Any short-term dwelling unit not meeting the requirements of Section 12-5-13:B shall be considered a special use.
- D. **Suspension and Revocation:** A compliance certificate and business license issued for a short-term dwelling unit may be suspended or revoked pursuant to Section 4-4-9.

SECTION 5: Title 12, Chapter 17, Section 1, entitled, "Terms Defined," is hereby amended to add the following terms defined, to be listed in alphabetical order:

HOSTING PLATFORM. A marketplace entity, in whatever form or format which facilitates short-term dwelling unit rentals through advertising, matchmaking or other means, using any medium or facilitation, or from which the operator of the hosting platform derives revenue, including booking fees or advertising revenues from providing or maintaining the marketplace information.

SHORT-TERM DWELLING UNIT. All or part of a residential dwelling unit located in any zoning district, being leased, rented, offered for rent, hired out, licensed, or otherwise let to a person or persons other than the owner of the subject property or a family member of the owner thereof for a period shorter than thirty (30) consecutive days. A short-term dwelling unit shall not include a hotel/motel or bed and breakfast as defined herein or 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.

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

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

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

Passed his 9th day of January 2024.

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

Approved by me this 9th day of January 2024.

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

Attested and Filed in my office this
10th day of January 2024.

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

EXHIBIT A

Plan Commission Report for PC 23-16

Dated December 5, 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: December 5, 2023

Re: **Case PC 23-16: Request for approval of a Text Amendment to Chapter 12-5 and Sections 12-4-2, 12-4-3, and 12-17-1 to modify and establish regulations relating to short-term dwelling units. 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, including short-term dwelling units.

The Text Amendment Application was considered by the Plan Commission at four meetings on August 15, 2023, September 19, 2023, October 17, 2023, and November 21, 2023. For the reasons set forth in this report, on November 21, 2023, the Plan Commission recommended by a vote of 4-2 (Commissioner Gabriel absent, Chairperson Blonz and Commissioner Kintner voting no) that the Village Board of Trustees should approve the Text Amendment as specifically modified by recommendation of the Plan Commission. The Plan Commission previously forwarded other portions of the application considered under Case PC 23-16 relating to accessory uses and structures, commercial and industrial uses, and commercial building design, which were considered by the Village Board for a first reading on November 14, 2023, and approved under Ordinance 23-23 on November 28, 2023.

Application

Under the original Text Amendment Application presented to the Plan Commission on August 15, 2023, staff recommended amending Section 12-17-1 to define short-term dwelling units and list the use as a prohibited use in the residential zoning matrix to provide greater clarity and support enforcement efforts.

Staff currently enforces a Village-wide prohibition on short-term dwelling units 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 recommended adding a new use, "short-term dwelling unit" to better address short-term rental uses. The new definition proposed to be added to Section 12-17-1 established 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 would have provided staff with a clear and effective reference point for enforcement.

At the Plan Commission hearings to consider the proposed amendments relating to short-term dwelling units, the Commissioners discussed the land use and received public comment both in support of and against legalization of the use in the Village's commercial and residential zoning districts. At the request of the Plan Commission, staff prepared draft language that legalizes the use and establishes use standards, which was considered by the Commission at the November 21, 2023, meeting. These proposed regulations, as specifically modified and recommended by the Plan Commission at the November meeting, are attached hereto as "**Attachment A.**"

Departmental Review

- **Building Department:** No comments at this time.
- **Fire Department:** (Issued November 22, 2023, and subsequently incorporated into the draft legislation.)

"The International Fire Code (IFC), 2018 Ed. designates the proposed purpose of "Permitted Short Term Dwelling Units", as defined by the proposed amendment definition, as Residential Group 3. Specifically, it further specifies the use as a *Lodging House*. Per the IFC a Lodging House is defined as "A one-family dwelling where one or more occupants are primarily permanent in nature and rent is paid for guestrooms." The code allows **Owner-occupied** lodging houses with five or fewer guestrooms and

10 or fewer total occupants shall be permitted to be constructed in accordance with the *International Residential Code, 2018 Ed.*

“The IFC designates the proposed purpose of “Special Use Short Term Dwelling Units”, as defined by the proposed amendment criteria, as Residential Group 3. Specifically, it further specifies the use as *Lodging houses (transient)*. This is the same definition of *Lodging House* except it implies that one or more occupants are primarily transient in nature.

“After review of the Village’s adopted Fire Code the following life safety requirements apply for:

Permitted Use Short Term Dwellings:

1. All permitted short-term dwelling units shall comply with the applicable life safety codes of the Village.
2. Smoke Alarms are required:
 - a. **R314.1 General.** Smoke alarms shall comply with NFPA 72 and Section R314.
 - b. **R314.3 Location.** Smoke alarms shall be installed in the following locations:
 - i. In each sleeping room.
 - ii. Outside each separate sleeping area in the immediate vicinity of the bedrooms.
 - iii. On each additional *story* of the *dwelling*, including *basements* and *habitable attics*.
 - c. **R314.4 Interconnection.** Where more than one smoke alarm is required to be installed within an individual dwelling unit in accordance with Section R314.3, the alarm devices shall be interconnected in such a manner that the actuation of one alarm will activate all of the alarms in the individual *dwelling unit*. Physical interconnection of smoke alarms shall not be required where listed wireless alarms are installed and all alarms sound upon activation of one alarm.
 - d. **R314.5 Combination alarms.** Combination smoke and carbon monoxide alarms shall be permitted to be used in lieu of smoke alarms.
 - e. **R314.6 Power source.** Smoke alarms shall receive their primary power from the building wiring where such wiring is served from a commercial source and, where primary power is interrupted, shall receive power from a battery. Wiring shall be permanent and without a disconnecting switch other than those required for overcurrent protection.
 - i. **Exceptions:** Smoke alarms installed in accordance with Section R314.2.2 can be permitted to be battery powered if the house was not remodeled after December 31, 1987.

Special Use Short Term Dwellings

1. All Special Use short-term dwelling units shall comply with the applicable life safety codes of the Village.
2. A Fully Automatic Detection Fire Alarm System monitored by the Fire Department’s Dispatch Center is required.”

- **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, October 17, 2023, and November 21, 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.

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.

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 comment from one of her Airbnb renters, a Morton Grove resident, in support of the short-term rental use. The letter thanks Ms. Yates for her welcoming stays when renting her home in Morton Grove. 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.

There was no further public comment.

Commissioner Kintner made a *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, (sections 12-4-2:C and 12-17-1) to the next regularly scheduled meeting of the Plan Commission on November 17, 2023.* The motion was seconded by Commissioner Dorgan.

Motion passes 6-0.

Plan Commission – November 21, 2023, Proceedings: Six members of the Plan Commission were in attendance at the public hearing for Case PC 23-16 held on November 21, 2023. Commissioner Gabriel was absent.

Ms. Heidorn provided a brief introduction to the case. The staff report dated November 14, 2023, and attached hereto as "**Attachment D**," was entered into the public record. Ms. Heidorn noted this is a continuation of a case to legalize short term dwelling units or as originally proposed to provide clarification of existing regulations in Title 12 prohibiting the use.

Ms Heidorn explained that staff has gone back to the drawing board and come up with some modifications to Title 12 that would permit short-term dwelling units in a manner that staff feels is consistent with other communities in the area. A list of standards is presented that mitigates the negative impacts of the use with the understanding that Morton Grove has limited resources for enforcement. She indicated that staff is supportive of a one-time inspection, as recommended by the Fire Department, with other inspection and enforcement done on an as-needed basis.

Ms. Heidorn presented the regulations allowing short-term dwelling units as permitted and special uses in the residential and commercial zoning districts. She presented the new Section 12-5-13:A outlining general requirements, including compliance certificates, use limitations, minimum rental period, on-site parking, notice to neighbors, hosting platforms, code compliance, and insurance.

Commissioner Kintner thanked staff for the work they had done for this application and asked if the notice to neighbors should be done with the application for a compliance certificate. Ms. Heidorn said that this could be done, but that staff would not

have the discretion to deny an application based on resident complaints or comments submitted. This may put staff in a difficult position.

Commissioner Kintner said that is the crux of the discussion. The use may be innocent but one bad egg may spoil it for everyone. We need to effectively manage the use, and that is the biggest risk.

Commissioner Gabriel asked if there is a time period between the issuance of a certificate and the notice to neighbors. The notice is only required prior to the first rental, but theoretically a certificate could be obtained much earlier. Ms. Heidorn reiterated that staff does not want to review a certificate based on the level of response from neighbors.

Chairman Blonz asked if an independent host could be approved. Ms. Heidorn said that this was a general requirement but that they could allow this through a special use permit.

Commissioner Liston asked if the hosting platform should be required to verify guest information if the Village has no ability to monitor this. Ms. Heidorn responded that this could be modified or removed from the proposed language.

Ms. Heidorn then presented Section 12-5-13:B, which listed requirements for the use as a permitted use. Owners will be required to reside on the premises and the size of the Airbnb will be limited. If the requirements of Sections A or B are not met, a special use permit will be required. She also reviewed the proposed amendments to Section 12-17-1, which establishes definitions for “hosting platform” and “short-term dwelling unit.”

Commissioner Dorgan asked if payment is required. Ms. Heidorn responded that if payment is not being collected, the residential stay would not be considered to be part of a “short-term dwelling unit.” Persons staying on the property would be considered guests of the owner. She clarified that the hosting platform would track any fees to be collected for the Village.

Commissioner Gabriel discussed the fees collected for the Village. Ms. Heidorn said additional fees will be proposed and considered by Administration and the Village Board. If the amendment to legalize the use is to move forward, there will likely be subsequent amendments to Titles 1 and 4 of the Municipal Code to establish standards for business licensing and applicable fees.

Commissioner Gabriel asked how neighbors could have recourse if the unit did not operate in compliance with Village regulations. Discussion ensued regarding occupancy limits and how to control the use as a permitted or special use.

Commissioner Gabriel would like to see more power invested in the Village to may expel occupants if needed. Ms. Heidorn responded that she understood the concern about unruly guests, but that staff would not want to interfere in enforcing a hosting platform’s or a private residence’s guest rules.

Commissioner Dorgan said the Police Department would be involved for matters disturbing the peace. He thanked staff for their work.

Commissioner Liston thanked staff for the work on the revisions. He asked if language could be added to allow the Village Administrator the power to revoke a certificate for good cause. Commissioner Kintner asked if that clause was already provided. Ms. Heidorn said it would be helpful to allow an immediate revocation.

Chairman Blonz asked if special use would need to come before the Plan Commission. Ms. Heidorn responded that all special use applications would be reviewed by the Plan Commission, with final approval being by the Trustees.

Chairman Blonz asked if guests in addition to the renters be allowed. Staff will consider a modification as recommended by the Plan Commission. Discussion ensued regarding occupancy and guests.

Commissioner Liston asked if by not mentioning children excludes them altogether. Language could be added to exclude dependent children under the age of 18 from the limitations on guests.

Chairman Blonz asked for comments from the audience. Commissioner Kintner asked if the new audience member could speak ahead of Mrs. Yates, who has offered comment at the past months' meetings.

Denise Pashup of 8522 Marmora Avenue has been a resident along with her husband for 16 years and raised their children in Morton Grove. She bought a home in Morton Grove for the friendly neighborhood, low crime rate, and quiet atmosphere. She is an avid user of Airbnb when she travels. Ms. Pashup stated that the use belongs in vacation destinations and not in family neighborhoods. For the last six months, the home next door to has been renting individual rooms in the home out for \$30 to \$60 per night. She has seen people rent for a few hours, days, and weeks. Renters come from all over, with many out of state license plates. Renters take clothing from their trunks and back seats (not in suitcases) and carry it into the house like they are going to a laundromat. She has gone to let my dog out to find a random person smoking in the yard in the dark, scaring her half to death. She has called the Morton Grove police regarding the property many times. She went on to describe parking problems and lack of maintenance of the property. Code enforcement has resolved the maintenance issues, but the home is still being rented. She appreciates the requirements put forth by staff but does not know how this can be enforced. She said her experience has been horrible. She lastly noted that studies show short-term rentals increase crime.

Chairman Blonz asked for further comment from Mrs. Yates and reminded her that she has spoken extensively at 2 previous meetings and asked her to add new comments.

Ms. Yates said she was sorry to hear of Ms. Pashup's negative experience. She provided more community information in binders to the Commission and staff. She noted that staff referred to their work as taken from existing middle of the road regulations in surrounding communities. She did not agree and said that neighboring communities were not included. Ms. Yates said she is concerned with the parking requirement and other requirements proposed by staff. She questioned the notice and neighbor's reactions.

Ms. Yates is specifically concerned with Section B of the proposed use standards. Renters want a whole house to enjoy, not just one bedroom. One bedroom for two adults and any amount of children is very restrictive. Northbrook, Highland Park, Oak Park and surrounding communities allow for more. A whole house without the owner present what renters desire, and security measures like cameras can provide protection. She added that hosting platforms require renters to provide the number and names of renters and guests.

Ms. Yates said that requiring a special use permit is burdensome. A special use application takes several steps and a very long time for review and approval. She said that there is plenty of evidence from other communities indicating that short-term rentals work. They are not just short-term party houses. They provide housing during hospital stays, during house renovations (as her letter of support from last month noted), and for families visiting. She is very upset that the Village's proposed provisions are so restrictive. She provided the positive comment from last month to Commissioner Gabriel and thanked the Commission.

There was no further public comment.

Commissioner Kintner thanked the audience for their comments. He said he is not sure how the Village can successfully regulate this use. There has not been a lot of public comment for or against the use. He is not sure there is a right or wrong answer. He noted that the Village could take no action and continue to monitor.

Commissioner Liston said per our code this use is not allowed and, therefore, those in operation should be shut down. The Village should have mechanisms codified to regulate this use if deemed wanted. He thanked staff for working to address the use.

Commissioner Gabriel seconded Commissioner Liston's comments and asked if the whole house rental of Ms. Yates would be a special use. Ms. Heidorn responded that it would be. Discussion ensued regarding public noticing for special use applications and the one-time notice for a short-term rentals as a permitted use. The Commissioners agreed that the proposed regulations should have enough strength to allow a rental to be shut down by the Village Administrator.

Chairman Blonz said he is struggling with the issue and is not sure that Morton Grove should allow them. A motion is required to move the case to the Trustees. Commissioner Kintner said this may be opening Pandora's Box, but it does need to be presented to the Trustees.

Commissioner Kintner 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 Chapter 12-5 and Sections 12-4-2, 12-4-3, 12-5-5, and 12-17-1 to modify and establish regulations relating to short-term dwelling units as presented in the staff report and commented on this evening for case PC 23-16 dated November 14, 2023.

Chairman Blonz asked for clarification for voting in favor of prohibition or allowing. The motion stands.

The motion was seconded by Commissioner Liston.

Commissioner	Dorgan voting	aye
Commissioner	Gabriel voting	aye
Commissioner	Kintner voting	no
Commissioner	Liston voting	aye
Commissioner	Stein voting	aye
Chairman	Blonz voting	no

Motion passed 4-2. Chairperson Blonz stated that this case will be presented at the December 12, 2023, meeting of the Village Board of Trustees for a first reading of the approving ordinance.

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 D** – Staff report to the Plan Commission for PC 23-16, prepared by Zoe Heidorn, Community Development Administrator, dated November 14, 2023

Attachment A
Final Text Amendment proposed for PC 23-16

12-4-2: RESIDENTIAL DISTRICTS

C. Uses:

Categories Of Use	R-1	R-2	R-3
<u>Short-term dwelling units</u>	<u>P/S³</u>	<u>P/S³</u>	<u>P/S³</u>

³ See chapter 5, "Special Zoning Provisions", of this title.

12-4-3: COMMERCIAL DISTRICTS

D. Uses:

Categories Of Use	C-1	C-2	C/R
<u>Short-term dwelling units</u>	<u>P/S³</u>	<u>P/S³</u>	<u>P/S³</u>

³ See chapter 5, "Special Zoning Provisions", of this title.

12-5-13: SHORT-TERM DWELLING UNITS

A. General Requirements:

- a. Compliance Certificate Required: It shall be unlawful to operate a short-term dwelling unit without a certificate of compliance issued pursuant to Title 4.
- b. Use Limitations: Only residential dwelling units may be used or offered as short-term rentals. No exclusively commercial, office, industrial, or institutional property or portion thereof may be used or offered as a short-term dwelling unit. No accessory building or structure may be used or offered as a short-term dwelling unit.
- c. Minimum Rental Period: A short-term dwelling unit may not be rented for any period of time shorter than twenty-four (24) consecutive hours.
- d. Parking: All overnight parking for persons renting a short-term dwelling unit must be provided on the same zoning lot as the short-term dwelling unit and must be located on an improved hard surface.
- e. Signage: No sign advertising or otherwise promoting a short-term dwelling unit may be installed or erected on the premises.
- f. Notice Required: Prior to the first rental of a short-term dwelling unit, the owner of the short-term dwelling unit must deliver written notice by mail or personal delivery to the owners of all parcels that abut the property on which the short-term dwelling unit will be located of the owner's intent to offer the short-term dwelling unit for rental. The written notice must include contact information for the owner of the short-term dwelling unit.
- g. Hosting Platform: The owner of a short-term dwelling unit shall use a hosting platform to market and make lease arrangements with any persons renting the short-term dwelling unit unless otherwise authorized by a special use permit.
- h. Code Compliance: All short-term dwelling units shall comply with the applicable life safety, building, and property maintenance codes of the Village. Compliance with applicable code requirements shall be verified by inspection of Village staff prior to issuance of a compliance certificate and on an annual basis thereafter.
- i. Insurance: The owner must provide proof of homeowner's insurance or host protection insurance in the amount of at least five hundred thousand dollars (\$500,000.00) to the Village prior to the issuance of a certificate of compliance.

B. Permitted Use: Short-term dwelling units shall be a permitted use for residential dwelling units provided the following conditions are met:

1. The dwelling unit shall be limited to a maximum of one (1) short-term dwelling unit.
2. The dwelling unit shall not be used or offered as a short-term dwelling unit as its principal use.
3. The dwelling unit shall be the primary residence of the owner and operator of the short-term dwelling unit located therein.

4. The owner of the dwelling unit shall reside on the premises for the entire duration of any short-term dwelling unit rental.
 5. No more than one (1) bedroom or similar living area within the dwelling unit shall be used or offered as a short-term dwelling unit at any one time. At no time may all bedrooms within the dwelling unit be offered as a short-term dwelling unit.
 6. The short-term dwelling unit shall not be used or occupied by more than two (2) adult renters simultaneously and two (2) adult guests of the renters simultaneously. Individuals under the age of eighteen (18) who are dependents of the adult renters or adult guests shall be allowed on the premises without limitation.
- C. **Special Use:** Any short-term dwelling unit not meeting the requirements of Section 12-5-13:B shall be considered a special use.
- D. **Suspension and Revocation:** A compliance certificate and business license issued for a short-term dwelling unit may be suspended or revoked pursuant to Section 4-4-9.

12-17-1: TERMS DEFINED

HOSTING PLATFORM. A marketplace entity, in whatever form or format which facilitates short-term dwelling unit rentals through advertising, matchmaking or other means, using any medium or facilitation, or from which the operator of the hosting platform derives revenue, including booking fees or advertising revenues from providing or maintaining the marketplace information.

SHORT-TERM DWELLING UNIT. All or part of a residential dwelling unit located in any zoning district, being leased, rented, offered for rent, hired out, licensed, or otherwise let to a person or persons other than the owner of the subject property or a family member of the owner thereof for a period shorter than thirty (30) consecutive days. A short-term dwelling unit shall not include a hotel/motel or bed and breakfast as defined herein or 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.

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

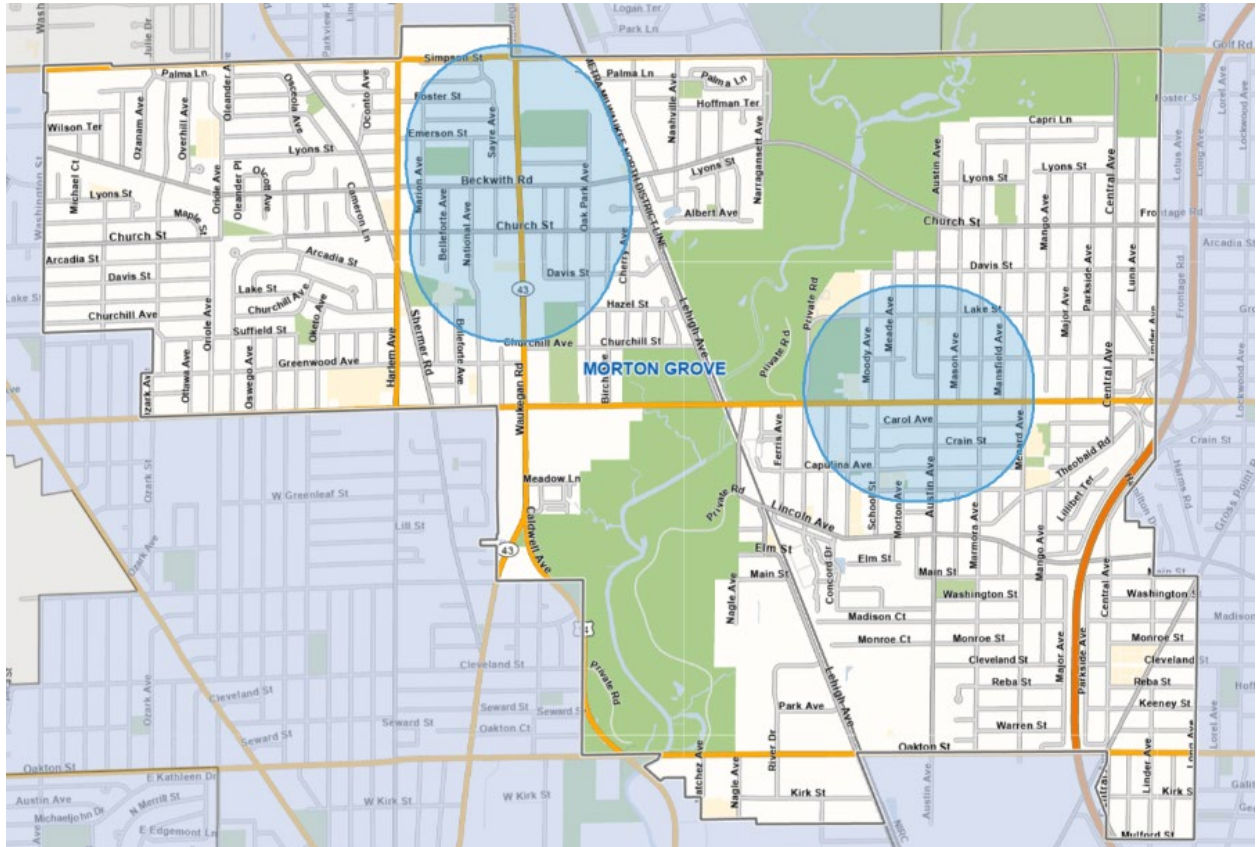
(P7/S) in the M-2 District, which provides the Village Administrator with the discretion to require a Special Use Permit. Considering the M-2 District abuts residential properties in select areas, the reclassification will provide additional protection and ensure land use compatibility.

- 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 A

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 - 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
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
<u>Short-Term Dwelling Unit</u>	X	X	X
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 (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>	S	S	S
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
Automotive or other motor vehicle repair	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
Motor vehicle body shop (body work, painting, glass repair, reconstruction, undercoating)	X	S	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 shops</u>	X	X	S
<u>Truck repair facilities</u>	X	X	S

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
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	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 P ⁷ /S
	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 P ⁷ /S
	Warehouse, public	P ⁷ /S	P ⁷ /S	P P ⁷ /S
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 P ⁷ /S	P P ⁷ /S
	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]~~

F. Massage Establishments:

1. No massage establishment shall be located within one thousand, five hundred (1,500) feet of a preexisting massage establishment, as measured from property line to property line.

12-7-3: OFF-STREET PARKING

H. 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.

I. 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.

AUTOMOTIVE ~~OR OTHER MOTOR VEHICLE~~ REPAIR: 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 s 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 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.

MOTOR VEHICLE REPAIR: See definition of AUTOMOTIVE OR OTHER MOTOR VEHICLE REPAIR.

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).

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.

SHORT-TERM DWELLING UNIT. All or part of a residential building, dwelling unit, or accessory building located in any zoning district, being leased, rented, offered for rent, hired out, licensed, or otherwise let as an accessory use or occupancy to a person or persons other than the owner of the subject property or a family member of the owner thereof for a period or term that is less than ninety (90) days. Short term dwelling unit shall not include a hotel/motel or bed and breakfast as defined herein or 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.

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 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].*

Attachment D

Staff Report to the Plan Commission for PC 23-16
Prepared by Zoe Heidorn, Community Development Administrator
Dated November 14, 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: November 14, 2023

Re: Case PC 23-16: Request for approval of a Text Amendment to Sections 12-4-2, 12-4-3, 12-5-5, and 12-17-1 to modify and establish regulations relating to short-term dwelling units. The applicant is the Village of Morton Grove.

STAFF REPORT

Public Notice

The Village provided public notice in accordance with the Unified Development Code for the initial public hearing of Case PC 23-16 on August 15, 2023. Case PC 23-16 was continued from the August 15, September 19, and October 17, 2023, Plan Commission meetings. No additional public notice was required.

Continuation of Application

At the October 17, 2023, Plan commission meeting, the Commissioners voted to recommend approval of the Text Amendment Application submitted under Case PC 23-16, with the exception of all language relating to short-term dwelling units. That portion of the application was continued to the November 21, 2023, meeting of the Plan Commission for further consideration. At the request of the Commissioners, staff drafted proposed amendments to Title 12 that would legalize and regulate short-term dwelling units in the Village. The proposed amendments are presented in the following sections. Additional amendments to Titles 1 and 4 of the Morton Grove Municipal Code to establish fees and other business regulations relating to short-term dwelling units may be considered by the Board of Trustees if the Plan Commission recommends the amendments to Title 12 as proposed herein.

Proposed Amendments

If the Plan Commission desires to recommend the legalization of short-term dwelling units, staff recommends the following amendments to Title 12:

Section 12-4-2 & 12-4-3: Use Matrices

Staff recommends listing short-term dwelling units as a Permitted/Special Use in all residential and commercial zoning districts, with a footnote providing reference to Chapter 5, "Special Zoning Provisions," for additional applicable regulations. Under a new section in Chapter 5, staff recommends allowing the use as Permitted Use if certain conditions are met and a Special Use if those conditions are not met.

12-4-2: RESIDENTIAL DISTRICTS

C. Uses:

Categories Of Use	R-1	R-2	R-3
<u>Short-term dwelling units</u>	<u>P/S³</u>	<u>P/S³</u>	<u>P/S³</u>

³ See chapter 5, "Special Zoning Provisions", of this title.

12-4-3: COMMERCIAL DISTRICTS

D. Uses:

Categories Of Use	C-1	C-2	C/R
<u>Short-term dwelling units</u>	<u>P/S³</u>	<u>P/S³</u>	<u>P/S³</u>

³ See chapter 5, "Special Zoning Provisions", of this title.

Section 12-5-3: Use Standards

Staff recommends that a new section is added to Chapter 12-5, "Special Zoning Provisions," to establish regulations pertaining specifically to short-term dwelling units. Various general requirements will apply to all short-term dwelling units, including the requirement for an annual compliance certificate. For short-term dwelling units that are the principal use of a residential dwelling unit or property, and the owner does not reside on the premises, the use would be considered a Special Use. The following proposed regulations were drafted based on existing regulations in Highland Park, Northbrook, Oak Park, Roselle, and Schaumburg.

12-5-13: SHORT-TERM DWELLING UNITS

A. General Requirements:

- a. Compliance Certificate Required: It shall be unlawful to operate a short-term dwelling unit without a certificate of compliance issued pursuant to Title 4.
- b. Use Limitations: Only residential dwelling units may be used or offered as short-term rentals. No exclusively commercial, office, industrial, or institutional property or portion thereof may be used or offered as a short-term dwelling unit. No accessory building or structure may be used or offered as a short-term dwelling unit.
- c. Minimum Rental Period: A short-term dwelling unit may not be rented for any period of time shorter than twenty-four (24) consecutive hours.
- d. Parking: All overnight parking for persons renting a short-term dwelling unit must be provided on the same zoning lot as the short-term dwelling unit and must be located on an improved hard surface.
- e. Signage: No sign advertising or otherwise promoting a short-term dwelling unit may be installed or erected on the premises.
- f. Notice Required: Prior to the first rental of a short-term dwelling unit, the owner of the short-term dwelling unit must deliver written notice by mail or personal delivery to the owners of all parcels that about the property on which the short-term dwelling unit will be located of the owner's intent to offer the short-term dwelling unit for rental. The written notice must include contact information for the owner of the short-term dwelling unit.
- g. Hosting Platform: The owner of a short-term dwelling unit shall use a hosting platform to market and make lease arrangements with any persons renting the short-term dwelling unit. The hosting platform shall be responsible for determining the guest's identification information and the accuracy of that information.
- h. Code Compliance: All short-term dwelling units shall comply with the applicable life safety codes of the Village. It will be the obligation of the owner of the short-term dwelling unit to determine whether the property complies with the Village's life safety codes prior to advertising the short-term dwelling unit's availability on a hosting platform.
- i. Insurance: The owner must provide proof of homeowner's insurance or host protection insurance in the amount of at least five hundred thousand dollars (\$500,000.00) to the Village prior to the issuance of a certificate of compliance.

B. Short-term dwelling units shall be a permitted use for residential dwelling units provided the following conditions are met:

1. The dwelling unit shall be limited to a maximum of one (1) short-term dwelling unit.
2. The dwelling unit shall not be used or offered as a short-term dwelling unit as its principal use.
3. The dwelling unit shall be the primary residence of the owner and operator of the short-term dwelling unit located therein.
4. The owner of the dwelling unit shall reside on the premises for the entire duration of any short-term dwelling unit rental.
5. No more than one (1) bedroom or similar living area within the dwelling unit shall be used or offered as a short-term dwelling unit at any one time. At no time may all bedrooms within the dwelling unit be offered as a short-term dwelling unit.
6. The short-term dwelling unit shall not be used or occupied by more than two (2) adults simultaneously.

C. Any short-term dwelling unit not meeting the requirements of Section 12-5-13:B shall be considered a special use.

Section 12-17-1: Use Standards

Staff recommends that the following definitions are added to Section 12-17-1, "Terms Defined." The language was developed based on existing regulations of the same communities referenced above.

HOSTING PLATFORM. A marketplace entity, in whatever form or format which facilitates short-term dwelling unit rentals through advertising, matchmaking or other means, using any medium or facilitation, or from which the operator of the hosting platform derives revenue, including booking fees or advertising revenues from providing or maintaining the marketplace information.

SHORT-TERM DWELLING UNIT. All or part of a residential dwelling unit located in any zoning district, being leased, rented, offered for rent, hired out, licensed, or otherwise let to a person or persons other than the owner of the subject property or a family member of the owner thereof for a period shorter than thirty (30) consecutive days. A short-term dwelling unit shall not include a hotel/motel or bed and breakfast as defined herein or 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.

Recommendation

Should the Plan Commission recommend the Text Amendment Application submitted under Case PC 23-16, 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 12-4-2, 12-4-3, 12-5-5, and 12-17-1 to modify and establish regulations relating to short-term dwelling units, as presented in the staff report for Case PC 23-16 dated November 14, 2023 [or as otherwise modified by the Plan Commission].

Legislative Summary

Resolution 23-58

APPROVING AN ECONOMIC INCENTIVE AND TAX INCREMENT ALLOCATION FINANCING DEVELOPMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF MORTON GROVE, ILLINOIS, AND METRO ON MAIN, LLC, IN REGARD TO CERTAIN REAL PROPERTY LOCATED IN THE LINCOLN/LEHIGH REDEVELOPMENT AREA AND THE EXPENDITURE OF FUNDS FROM THE LINCOLN/LEHIGH TAX INCREMENT FINANCING DISTRICT FUND

Introduced:	December 12, 2023
Purpose:	To approve an economic incentive and tax increment allocation financing development agreement by and among the Village of Morton Grove and Metro on Main, LLC.
Background:	<p>On February 22, 2023, Lexington Homes, LLC, became the contract purchaser of a 7.6-acre property commonly known as 8350 Lehigh in Morton Grove, Illinois (the “Property”), and, pursuant to the sales agreement, at closing, will assign the contract to Metro on Main, LLC (the “Developer”). The Developer was authorized under Ordinance 23-12 to construct 89 single-family attached dwelling (townhome) units, approximately 205 accessory parking spaces, a stormwater detention basin, accessways, and landscape areas on the Property (the “Development”). The Development is expected to cost \$48.1 million, and construction is not economically feasible without Village assistance. The Developer and Village staff have negotiated an Economic Development Agreement that will provide up to \$5,915,762 in direct assistance to the Developer in return for the construction of the Development (the “Agreement”). Under the terms of the Agreement:</p> <ul style="list-style-type: none">• The Village will reimburse the Developer for up to \$2,250,000 of TIF-eligible costs incurred upon completion of demolition and environmental remediation activities;• The Village will reimburse the Developer for up to \$750,000 of TIF-eligible costs incurred upon issuance of certificates of occupancy for 29 townhome units;• The Village will reimburse the Developer for up to \$1,000,000 of TIF-eligible costs incurred upon issuance of certificates of occupancy for 59 townhome units; and• Upon the issuance of certificates of occupancy for all 89 townhome units, the Village will issue one or more TIF notes in an amount to provide net proceeds of \$1,915,762 to the Developer to reimburse the Developer for TIF-eligible costs incurred; and• Prior to issuance of the TIF notes, the Developer will make payment to the Village of 50% of the difference between the projected sales prices and actual sales prices. <p>The direct assistance to the Developer represents 12.3% of total project costs and the Development is projected to generate \$27.9 million in incremental property tax to the Lincoln/Lehigh TIF District. This Resolution will approve the Agreement.</p>
Departments Affected	Administration, Legal, Finance, and Community Development
Fiscal Impact:	The Developer will receive \$4,000,000 in TIF funds from the Lincoln/Lehigh TIF District upon satisfying certain development requirements and net proceeds of \$1,915,762 from Village’s issuance of one or more TIF notes at the completion of construction.
Source of Funds:	Lincon/Lehigh TIF District
Workload Impact:	Village staff, with the assistance of its TIF consultants will implement and manage the Agreement.
Admin. Rec	Approval as presented
2nd Reading:	Not Required
Special Considerations:	None

Submitted by - Ralph Czerwinski, Village Administrator
Reviewed by - Teresa Hoffman Liston, Corporation Counsel
Reviewed by - Hanna Sullivan, Director of Finance
Prepared by - Zoe Heidorn, Community Development Administrator

RESOLUTION 23-58

APPROVING AN ECONOMIC INCENTIVE AND TAX INCREMENT ALLOCATION FINANCING DEVELOPMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF MORTON GROVE, ILLINOIS, AND METRO ON MAIN, LLC, IN REGARD TO CERTAIN REAL PROPERTY LOCATED IN THE LINCOLN/LEHIGH REDEVELOPMENT AREA AND THE EXPENDITURE OF FUNDS FROM THE LINCOLN/LEHIGH TAX INCREMENT FINANCING DISTRICT FUND

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

WHEREAS, the President and Board of Trustees of the Village of Morton Grove, Cook County, Illinois, have the authority to promote the health, safety, and welfare of the Village of Morton Grove (the "Village") and its inhabitants, to encourage private development in order to enhance the local tax base, create employment and ameliorate blight, and to enter into contractual agreements with third persons to achieve these purposes; and

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.4-1, et seq., as from time to time amended (the "TIF Act"), the President and Board of Trustees of the Village are authorized to undertake the financing and redevelopment of designated areas within its municipal limits in accordance with the provisions of the TIF Act; and

WHEREAS, the Village is authorized under the provisions of Art. VII, Section 10 of the State of Illinois Constitution, 1970, to contract and otherwise associate with individuals, associations, and corporations in any manner not prohibited by law; and

WHEREAS, the Village is authorized under the provisions of the Illinois Municipal Code 65 ILCS 5/8-11-20 to enter into an economic incentive agreement relating to the development or redevelopment of land within the corporate limits of the municipality; and

WHEREAS, on October 25, 2021, the Village, pursuant to and in accordance with the Act, adopted (i) Ordinance No. 21-08 amending the Redevelopment Project Area and Redevelopment Plan and Projects of the Ferris Avenue/Lehigh Avenue Redevelopment Project Area to remove certain parcels of property from the Redevelopment Project Area, (ii) Ordinance No. 21-09 approving the Redevelopment Plan and Project for the Lincoln/Lehigh Redevelopment Project Area, (iii) Ordinance No. 21-10 designating the Lincoln/Lehigh Redevelopment Project Area, and (iv) Ordinance No. 21-11 adopting Tax Increment Allocation Financing for the Lincoln/Lehigh Redevelopment Project Area

(collectively, “TIF Ordinances”), which established the Lincoln/Lehigh Tax Increment Finance Redevelopment Project Area (“TIF District”); and

WHEREAS, Metro on Main, LLC, located at 1731 N. Marcey St. #200, Chicago, IL 60614 (“Developer”), is an Illinois limited liability company organized pursuant to the laws of Illinois and is the contract purchaser of a 7.6-acre parcel of improved property commonly known as 8350 Lehigh Avenue in Morton Grove, Illinois, located at the southwest corner of Main Street and Lehigh Avenue, (PIN 10-19-402-001-0000; 10-19-402-002-0000; 10-19-402-003-0000; 10-19-402-004-0000; 10-19-402-005-0000; 10-19-402-006-0000; 10-19-402-007-0000; 10-19-402-008-0000; 10-19-402-009-0000; 10-19-402-010-0000; 10-19-402-011-0000; 10-19-402-012-0000; 10-20-300-001-0000; and 10-20-300-002-0000) (the “Property”); and

WHEREAS, the Property is located entirely within the corporate limits of the Village, and is in the Lincoln/Lehigh TIF District, and is in the C/R Commercial/Residential District; and

WHEREAS, the Developer is willing to purchase the Property and construct eighty-nine (89) single-family attached dwelling (townhome) units within sixteen (16) buildings, approximately two hundred and five (205) accessory parking spaces, a stormwater detention basin, accessways, and landscape areas on the Property (the “Development”), but only if the Village provides certain economic incentives; and

WHEREAS, pursuant to an application by the Developer, on May 23, 2023, the Village adopted Ordinance 23-12 approving a Planned Unit Development (PUD) Special Use Permit and Final Plat of Subdivision for the Development; and

WHEREAS, the President and Board of Trustees of the Village have determined that the Development is an important project to meet the overall objectives of the Lincoln/Lehigh TIF District, which will promote the health, safety, and welfare of the Village and its residents, encourage further private investment and development in the area, enhance the Village’s tax base, increase employment opportunities for Village residents, and enhance the future tax revenues for those overlying taxing bodies who levy against the Property, and

WHEREAS, The Village finds, and Developer represents and warrants, that the Developer requires economic assistance from the Village to commence and complete the construction of the Development, and that, but for said economic assistance, said construction as contemplated would not be economically viable, nor would the funds necessary for its commencement and completion be available; and

WHEREAS, the Village and Developer have negotiated an Economic Incentive and Tax Increment Allocation Financing Development Agreement for the development of the Property (the “Agreement”). Pursuant to the Agreement:

- The Developer will purchase the Property and construct the Development as approved pursuant to Ordinance 23-12; and
- The total budget related to the Development is estimated to be at least forty-eight million, one hundred thousand dollars (\$48,100,000); and
- Upon completion of demolition of all existing buildings on the Property and all environmental remediation, the Village will reimburse the Developer for up to two million, two hundred and fifty thousand dollars (\$2,250,000) of TIF-eligible costs incurred by the Developer; and
- Upon the issuance of certificates of occupancy for twenty-nine (29) townhome units, the Village will reimburse the Developer for up to seven hundred and fifty thousand dollars (\$750,000) of TIF-eligible costs incurred by the Developer; and
- Upon the issuance of certificates of occupancy for fifty-nine (59) townhome units, the Village will reimburse the Developer for up to one million dollars (\$1,000,000) of TIF-eligible costs incurred by the Developer; and
- Upon the issuance of certificates of occupancy for eighty-nine (89) townhome units, the Village will issue one or more TIF notes in such an amount to provide net proceeds of one million, nine hundred and fifteen thousand, seven hundred and sixty-two dollars (\$1,915,762) to the Developer to reimburse the Developer for TIF-eligible costs incurred by the Developer; and
- Prior to issuance of the TIF notes, the Developer shall make payment to the Village of fifty percent (50%) of the difference between the projected sales prices and actual sales prices; and
- The Developer shall satisfy the Village's affordable housing requirement by making a payment in lieu of providing affordable housing units in the amount of three hundred sixty thousand dollars (\$360,000); and
- If the Developer fails to obtain all certificates of occupancy for the Development within seven (7) years of the Village's first payment to the Developer, the Developer shall upon sale or transfer of title of any part of the Property, other than sale of a residential unit, reimburse the Village for any TIF cash incentive payment, less the remaining balance of the surety bond; and

WHEREAS, the Corporate Authorities, after due and careful consideration, have concluded approving the Agreement will further enable the Village to control the development of the area and would serve the best interests of the Village; and

WHEREAS, as a result of the Agreement, the Development is expected to promote the health, safety, and welfare of the Village and its residents, prevent the spread of those blighting conditions and characteristics throughout the Village, encourage further private investment and development, enhance the Village's tax base, and enhance the future tax revenues for those overlying taxing bodies who levy against the property and within the Lincoln/Lehigh TIF District; and

WHEREAS, for all reasons in this resolution, it is in the best interest of the Village to enter the Agreement.

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 making the findings as hereinabove set forth.

SECTION 2: The Corporate Authorities do hereby approve the Economic Incentive and Tax Increment Allocation Financing Development Agreement in substantial conformity with **Attachment A** and authorize the Village Administrator to take all steps necessary or in the best interest of the Village to finalize the Agreement and make minor revisions as needed and authorize the Mayor to execute and the Clerk to attest to the Agreement.

SECTION 3: The Corporate Authorities authorize the Village Administrator and his designees to take all steps necessary to implement and enforce the Agreement.

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

Passed this 12th Day of December 2023

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

Approved this 12th day of December 2023

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

Attested and Filed in my office
this 13th day of December 2023

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

Attachment A

ECONOMIC INCENTIVE AND TAX INCREMENT ALLOCATION FINANCING
DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE VILLAGE OF MORTON GROVE, ILLINOIS,
AND
METRO ON MAIN, L.L.C.,
AN ILLINOIS LIMITED LIABILITY COMPANY

AFTER RECORDING RETURN TO:
Village of Morton Grove
6101 Capulina Avenue
Morton Grove, Illinois 60053

THIS SPACE FOR RECORDER'S USE ONLY

**ECONOMIC INCENTIVE AND TAX INCREMENT ALLOCATION FINANCING
DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE VILLAGE OF MORTON GROVE, ILLINOIS,
AND
METRO ON MAIN, L.L.C.,
AN ILLINOIS LIMITED LIABILITY COMPANY**

DATED AS OF _____, 2023

**ECONOMIC INCENTIVE AND
TAX INCREMENT ALLOCATION FINANCING
DEVELOPMENT AGREEMENT**

THIS ECONOMIC INCENTIVE AND TAX INCREMENT ALLOCATION FINANCING DEVELOPMENT AGREEMENT ("Agreement"), is dated the _____ day of _____, 2023 ("**Effective Date**"), and is by and between the Village Of Morton Grove, an Illinois municipal corporation ("**Village**"), and Metro on Main LLC, an Illinois limited liability company ("**Developer**"), (the Village and Developer may each be referred to as a "**Party**" and collectively referred to as "**Parties**").

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, the Parties agree as follows:

SECTION 1. RECITALS.

1. The Village is a home rule unit by virtue of the provisions of the 1970 Constitution of the State of Illinois.

2. The Village has the authority, pursuant to the laws of the State of Illinois, to promote the health, safety, and welfare of the Village and its inhabitants, to prevent the spread of blight, to encourage private development to enhance the local tax base, to increase employment, and to enter into contractual agreements with third parties for the purpose of achieving these purposes.

3. The Village has the authority, pursuant to the laws of the State of Illinois, to promote the health, safety, and welfare of the Village and its residents, to prevent the spread of blight, to encourage private development in order to enhance the local tax base, to increase employment, and to enter into contractual agreements with developers and redevelopers for the purpose of achieving such objectives.

4. The Village is authorized under the provisions of Art. VII, Section 10 of the State of Illinois Constitution, 1970, to contract and otherwise associate with individuals, associations, and corporations in any manner not prohibited by law.

5. The Village is authorized under Section 8-1-2.5 of the Illinois Municipal Code (65 ILCS 5/8-1-2.5) to appropriate and expend funds for economic development purposes, including, without limitation, the making of grants to any commercial enterprise, that are deemed necessary or desirable for the promotion of economic development within the Village.

6. The Village is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, as amended, 65 ILCS 5/11-74.4-1 et seq. ("**Act**"), to finance redevelopment projects in accordance with and pursuant to the Act.

7. The Developer is an Illinois limited liability company and has successfully completed multiple multi-family and single-family residential developments in Morton Grove and Illinois.

8. On October 25, 2021, the Village, pursuant to and in accordance with the Act, (i) Ordinance No. 21-09 approving the Redevelopment Plan and Project for the Lincoln/Lehigh Redevelopment Project Area, (ii) Ordinance No. 21-10 designating the Lincoln/Lehigh Redevelopment Project Area, and (iii) Ordinance No. 21-11 adopting Tax Increment Allocation Financing for the Lincoln/Lehigh Redevelopment Project Area (collectively, "**TIF Ordinances**"), which established the Lincoln/Lehigh Tax Increment Finance Redevelopment Project Area ("**TIF District**").

9. The Developer is the contract purchaser of certain parcels of land in the TIF District, commonly known as 8350 Lehigh Avenue, Morton Grove, Illinois 60053, which parcels are legally described in **Exhibit A** (the "**Property**").

10. The Developer proposes to develop the Property with eighty-nine (89) single-family attached dwelling

units (the "**Townhome Units**") with accessory accessways, parking areas, landscape areas, and storm water detention areas (the "**Development**"). The Developer is willing to purchase the Property and construct the Development on the Property, but only if the Village provides certain economic incentives as further described in this Agreement.

11. The Developer has represented to the Village that, without the cooperation of the Village and the economic incentives provided for in this Agreement, the Development is not economically feasible, and the Developer would not undertake the Development.

12. The Development is an important project to meet the overall objectives of the TIF District, thereby implementing and bringing to a completion a significant portion of the TIF District plan.

13. The Village desires to have the Property developed in accordance with and pursuant to this Agreement to clear certain blighting factors and characteristics of the TIF District, to promote the health, safety, and welfare of the Village and its residents, to encourage further private investment and development, enhance the Village's tax base, increase employment opportunities for Village residents, and enhance the future tax revenues for those overlying taxing bodies who levy against the Property, and within the TIF District.

14. The Village specifically finds pursuant to 65 ILCS 5/8-11-20 that:

1. The Property has remained vacant for at least one (1) year.
2. The Development is expected to create or retain job opportunities within the Village.
3. The Development will serve to promote the development of adjacent areas.
4. Without this Agreement, the Development would not be possible.
5. The Developer meets high standards of creditworthiness and financial strength as demonstrated by a letter from a financial institution with assets.
6. The Development will strengthen the residential and commercial sectors of the Village.
7. The Development will enhance the tax base of the Village.
8. This Agreement is made in the best interest of the Village.

15. The foregoing recitals are material to this Agreement and are incorporated into and made a part of this Agreement.

SECTION 2. LAND ENTITLEMENT.

A. **Approval of Preliminary and Final Plats of Subdivision.** On May 23, 2023, the Village adopted Ordinance No. 23-12 ("**Ordinance**") approving for the Property and Development a Preliminary Plat of Subdivision and Final Plat of Subdivision. The Final Plat of Subdivision to be recorded with the Cook County Clerk shall be consistent with Ordinance No. 23-12. The Developer shall timely take all actions necessary to comply with its obligations pursuant to Ordinance No. 12-12 and its obligations in accordance with Section 12-8-3 of the Unified Development Code so the Final Plat of Subdivision will be approved and recorded.

B. **Approval of Planned Unit Development.** On May 23, 2023, the Village adopted Ordinance No. 23-12 approving for the Property a Planned Unit Development Special Use Permit ("**PUD**") for a townhome development comprising eighty-nine (89) single-family attached residential units (townhome units) within sixteen (16) structures, two hundred and five (205) accessory surface parking spaces, shared accessways, a stormwater detention basin, and landscape areas, with variations to select requirements of the Unified Development Code. The Developer shall timely take all actions necessary to comply with its obligations pursuant to Ordinance No. 23-12. There are no variations other as subsumed in the PUD.

SECTION 3. DEVELOPER'S OBLIGATIONS.

A. **Purchase of Property.** The Developer has represented to the Village that it is under contract to purchase the Property pursuant to a real estate purchase contract between the Developer and Morton Grove Pharmaceuticals, Inc. (the "**Owner**") dated February 22, 2023. The Developer shall provide proof satisfactory to the Village that it has obtained merchantable title to the Property on or before January 1, 2024. Failure of the Developer to obtain title to the Property on or before January 1, 2024, shall render this Agreement null and void.

B. **Remediation of Property.** The Developer will complete the environmental remediation of the site in strict accordance with IEPA standards and procedures and secure a No Further Remediation (NFR) Letter upon completion of all construction in the Development which shall occur no later than September 30, 2026.

C. **Improvement of Property.** The Developer shall improve the Property at its sole cost so that it is constructed and completed in a good and workmanlike manner and in compliance with:

1. Ordinance No. 23-12 approving for the Property a Preliminary Plat of Subdivision, Final Plat of Subdivision, and Planned Unit Development.
2. The site plans, architectural plans, elevations, engineering plans, and on-site signage submitted to and approved in writing by the Village Administrator and all applicable Village commissions, boards, and departments (the "**Final Plans and Specifications**").
3. All applicable Village, rules, and regulations including, without limitation, all applicable zoning ordinances, building codes, health codes and life safety codes in effect as of the date hereof, and all conditions of any Planned Unit Development Special Use Permit granted for the Development.
4. All applicable federal and state regulations including without limitation, all environmental laws, the Americans with Disabilities Act, and the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
5. The Village Administrator may administratively approve minor modifications to the building and site plans, as allowed for by the Village Municipal Code.

D. **Performance Guarantee.** Prior to issuance of any permit to begin horizontal site improvements, Developer shall deliver to the Village a performance guarantee that meets the requirements of Section 12-8-3:C of the Morton Grove Unified Development Code ("**Performance Guarantee**") in the form attached hereto as **Exhibit B1**. The Performance Guarantee may be partially reduced in accordance with Section 12-8-3:C.8.g. Following the Village acceptance of all improvements and the Village engineer's certification that all public and private improvements included in the guarantee have been one hundred percent (100%) completed to the satisfaction of the Village engineer, the Performance Guarantee shall be released.

E. **Surety Bond.** Prior to issuance of any permit to begin horizontal site improvements, Developer shall deliver to the Village a surety bond in the form attached hereto as **Exhibit B2** in the amount of two million, two hundred and fifty thousand dollars (\$2,250,000) ("**Surety Bond**"). The Surety Bond shall be released by the Village as follows:

1. Within thirty (30) days of the Developer's submittal to the Village of certificates of occupancy for twenty-nine (29) Townhome Units and verification of notice to the Cook County Assessor of said certificates of occupancy in the form of a submitted New Construction Reporting Form attached hereto as **Exhibit C**, the Village shall authorize a first partial release of the Surety Bond in the amount of seven hundred and fifty thousand dollars (\$750,000).
2. Within thirty (30) days of the Developer's submittal to the Village of certificates of occupancy for fifty-nine (59) Townhome Units and verification of notice to the Cook County Assessor of said certificates of occupancy in the form of a submitted New Construction Reporting Form attached hereto as **Exhibit C**, the Village shall authorize a second partial release of the Surety Bond in the amount of seven hundred and fifty thousand dollars (\$750,000).

3. Within thirty (30) days of the Developer's submittal to the Village of certificates of occupancy for eighty-nine (89) Townhome Units and verification of notice to the Cook County Assessor of said certificates of occupancy in the form of a submitted New Construction Reporting Form attached hereto as **Exhibit C**, the Surety Bond shall be fully released.

F. **Recovery of TIF Funds.** Subject to the provisions of this Section, in the event of a material default under any other provision of this Agreement, the Developer shall be immediately indebted to the Village for all TIF Cash Incentive funds received, as defined in Section 4.A.1, from the Village and shall reimburse such funds within thirty (30) days within written request by the Village. Developer stipulates that such indebtedness shall have priority in any bankruptcy proceeding, subject to applicable laws.

G. **Utility Lines.** The Developer, at its expense, shall relocate the existing utility line located at the approximate south lot line of the Property as depicted in **Exhibit D** and all utility lines that are newly constructed and installed within the Property and in the immediate vicinity to serve the Development. The existing overhead utility line located in the Nagle Avenue public right of way abutting the Property to the west and as otherwise depicted on **Exhibit D** are not required to be buried.

H. **Recordation of Plat of Subdivision.** The Developer shall, at its sole expense, be responsible for the timely recordation of the Final Plat of Subdivision described in Section 2.A with the Cook County Clerk, including all recordation costs. The Village Administrator may, at his or her sole discretion, allow recordation of the final plat of subdivision prior to the requirements set forth in Chapter 12-8, "Subdivisions," of the Morton Grove Unified Development Code.

I. **Recordation of Planned Unit Development.** Prior to issuance of a building permit for construction of any residential structure, the Developer shall file with the Village Administrator an approved final Planned Unit Development Site Plan suitable for recordation with the Cook County Clerk and all other supporting documents required by Section 12-6-6 of the Village Municipal Code. The Developer at its sole expense shall be responsible for the timely recordation of the Planned Unit Development site plan and other pertinent documents within thirty (30) days after the Village Administrator's written approval thereof.

J. **Construction Permits.** Unless otherwise approved in writing by the Village Administrator, no construction, improvement, or development of any kind shall be permitted on any portion of the Property unless and until the Developer has received approval from all necessary Village departments and has been issued valid and binding building permits.

K. **Commencement and Completion of Construction.** The Developer shall secure all necessary horizontal site improvement permits and commence construction of the Development not later than **May 1, 2024**. Construction of all site improvements shall be substantially completed, as certified by the Village Engineer, in accordance with the Developer's Construction Schedule, attached hereto as **Exhibit E** and incorporated herein, but not later than **December 1, 2024**. Subject to Force Majeure, as defined in Section 5.C.2, unless an extension is granted in writing by the Village Administrator for good cause, failure to timely commence construction and/or timely complete construction in accordance with the Construction Schedule and dates provided herein shall constitute an event of default.

L. **Construction Management.** The Developer shall satisfactorily complete all actions necessary and as required by this Agreement for the planning, design, development, construction, and installation of the Development, including without limitation:

1. Securing all authorizations, permits and licenses, including those of a temporary nature, as may be necessary for the construction and intended use of the Development.
2. Providing the appropriate coordination of all planning and construction of the Development, including the directing and scheduling of construction, all field inspections, tests, surveys, and other activities related to the Development.
3. Providing qualified field personnel for inspecting and reviewing the progress and construction of the Development, including final inspection and certification by Developer that, to the best of its

knowledge, all work, as constructed, conforms with the approved final plans and specifications.

M. **Development Operation.** The primary use of the Property as authorized under Ordinance 23-12, or as otherwise approved by the Village Administrator or his/her designee, shall not be materially changed by the Developer or its success, assigns and grantees, as then applicable, for a minimum of twenty (20) years after Certificates of Occupancy for the Townhome Units have been issued.

N. **Fees and Expenses.** The Developer shall pay all required fees to the Village for the Development, including permits, inspection review, including costs for third-party evaluation and inspection, and tap-on fees, as provided by Village ordinance. All such fees and expenses shall be paid prorata at the time of issuance of a permit for each building.

O. **Affordable Housing.** Pursuant to Section 12-4-12:E of the Morton Grove Unified Development Code, the Development is classified as a covered development and is required to provide ten percent (10%) on-site affordable units or a payment in lieu thereof. The Developer shall satisfy the affordable housing requirement by making a payment in lieu of providing affordable housing units in the amount of three hundred sixty thousand dollars (\$360,000), based on the calculation of forty thousand dollars (\$40,000) for each of nine (9) affordable units required. The fee in lieu shall be paid to the Affordable Housing Trust Fund pursuant to Article 1-9C-4 prior to the issuance of a building permit for vertical construction of each Townhome Unit in the amount of four thousand and forty-five dollars (\$4,045) per unit.

P. **Progress Meetings.** The Developer shall meet or communicate with the Village Administrator, and his or her designees on a weekly basis or as reasonably requested by the Village Administrator to report on the progress of the Development and shall provide a periodic written comprehensive progress report on the Development in a form approved by the Village Administrator. The Developer shall ensure adequate information is provided to the extent requested by the Village, including, without limitation, financial reports, engineering analyses, architectural and analyses. Appropriate representatives for the Developer and his contractors and subcontractors shall participate in any such progress meeting as may be reasonably requested by the Village Administrator or his designees .

Q. **Open Book Project.** The TIF Eligible Expenses of the Development shall be provided to the Village on an "open book" basis and the Developer will use commercially reasonable efforts to cause its general contractor(s) to provide continuing and regular access as (on at least 48 hours' prior written notice) as reasonably requested during construction of the Development to the Village Administrator and his designees for the purpose of reviewing and auditing all books and records relating to any item necessary to determine the total Project Costs and the costs of the TIF Eligible Expenses. The foregoing Village review and audit rights with respect to the Development shall continue for up to one (1) year after the last certificate of occupancy has been issued for any portion of the Development. Any audit required by the Village will be at the expense of the Village. Notwithstanding the foregoing, the Village will attempt to maintain the confidentiality of any information identified by Developer as proprietary, privileged, and confidential, provided Developer certifies that disclosure of the commercial or financial information would cause competitive harm to the Developer. If the Village receives a request for disclosure of such information under the Illinois Freedom of Information Act, the Village shall notify Developer providing a copy of the request to Developer, and Developer shall have five (5) business days to notify the Village in writing that it consents or refuses to consent to release of the information. If Developer refuses or fails to consent to disclosing such proprietary Information within five (5) business days, the Village may refuse to disclose the information requested, and in the event that, because of such refusal, litigation is filed against the Village under the Illinois Freedom of Information Act or similar statute relating to the Village's failure to disclose such information. Developer shall indemnify and hold the Village harmless regarding any attorney's fees or costs or judgments imposed on or incurred by the Village in connection with such action. Developer acknowledges that the Village must comply with any court order requiring the release of any confidential or proprietary information and that the Village has no obligation to appeal such court order.

R. **Insurance.** Prior to the issuance of any building permit, the Developer shall deliver to the Village, at Developer's cost and expense, certificates of insurance evidencing the insurance coverage required to be maintained by Developer pursuant to Section 6 of this Agreement.

S. **Financing.** Prior to the issuance of the horizontal site development permit, the Developer shall furnish to the Village proof reasonably acceptable to the Village that the Developer has irrevocable financing in sufficient

amount for construction of the improvements for the Development.

T. **Compliance with All Laws.** The Developer represents, warrants, and agrees:

1. The Developer is not barred from contracting with any unit of state or local government because of violating Section 33E-3 or 33E-4 of the Illinois Criminal Code (720 ILCS 5/33E-3 and 33E-4).
2. The Developer shall comply with the Illinois Drug Free Workplace Act, Equal Opportunity Clause of the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights, the Americans with Disabilities Act, and Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101 et seq.).
3. Any construction contracts entered into by the Developer relating to the construction of the Development shall require all contractors and subcontractors to comply with the Illinois Fair Employment Practices Act.
4. The Developer shall comply with all applicable federal laws, state laws, and regulations including without limitation, such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees.

The Developer agrees to pay its employees, if any, all rightful salaries, medical benefits, pensions, and social security benefits pursuant to applicable labor agreements and federal and state statutes, and further agrees to make all required withholdings and deposits therefore.

5. A copy of any lawsuit or complaint of violation of laws received by the Developer relative to this Agreement, or the Development shall be immediately forwarded to the Village Administrator.
6. The Developer shall be and remain in compliance with the Village's property maintenance regulations and shall promptly correct any code violations for the duration of the Developer's ownership of any portion of the Property.
7. The Developer shall comply with all USEPA and Illinois EPA laws, rules and regulations and will not unlawfully dispose of or release any hazardous substance, material, contaminant, or pollutant, as defined by any federal or state environmental laws, in, under, on or about the Property. The Developer, at its costs, shall remediate any hazardous substance, contaminant or pollution or other dangerous environmental condition that it (or its employees, agents, or contractors) creates or causes with respect to the Development in accordance with all federal, state, county and local applicable laws and regulations. The Developer shall indemnify and hold the Village and its elected or appointed officers and officials, trustees, agents, volunteers, representatives and/or employees harmless against any claim, suit, loss, liability or damage, including, attorneys fees and expenses incurred by the Village and/or its elected or appointed officers and officials, trustees, agents, volunteers, representatives and/or employees in defending itself or complying with applicable laws and regulations, arising out of or relating to the disposal or release of any hazardous substance, material, contaminant, or pollutant during performance of the Development in, under, on or about the Property caused directly by the Developer.

U. **Disclosures.** Not less than ten (10) days prior to the execution of this Agreement, the Developer shall furnish to the Village the identity of all persons holding an ownership interest in the Developer and the percentage of such interest, said disclosure to be form reasonably satisfactory to the Village, and shall certify that no member, official, or employee of the Village has or shall have any personal interest, direct or indirect, in the Development or this Agreement. The disclosure shall be updated within ten (10) business days of any change of ownership, or written request from the Village Administrator.

V. **Payment of Taxes.** The Developer shall pay, when due, all real estate taxes and special assessments in respect to the Development for that portion of the Property that is owned by the Developer. Failure to timely pay said taxes and/or special assessments shall constitute a breach of this Agreement, subject to the

Notice and cure provisions set forth in Section 7 of this Agreement. The Developer may not file any claim or appeal contesting the validity or amount of any real estate property tax assessment for any portion of the Property owned by the Developer until the expiration of the TIF District without express notice to the Village.

W. **Limited Right of Assignment.** Until the obligation referenced in Section 4.A.1 of this Agreement has been paid or forgiven in full Developer shall: (a) not assign its interests in this contract, the Property, or the Development without the express written approval of the Village; and (b) own and operate, or cause an entity to own and operate, the Development in accordance with this Agreement and Ordinance 23-12. Any approved assignment shall include such information as may reasonably be requested to indicate that the operation of the Development will continue to be managed and operated in the manner that benefits the goals and objectives of the Redevelopment Plan. The Assignee shall have executed and delivered to the Village an instrument signed by the Assignee stating that the Assignee agrees to be bound by all terms in this Agreement.

SECTION 4. VILLAGE OBLIGATIONS.

A. **TIF Economic Incentives.** Provided that the Developer is not in default of its obligations set forth in this Agreement, and upon proof satisfactory to the Village, including but not limited to copies of final invoices, signed and notarized final lien waivers, and proof of payment, that the Developer has paid for expenses which qualify as Redevelopment Project Costs as defined in the TIF Act (the "**TIF Eligible Expenses**") of at least five million, nine hundred and fifteen thousand, seven hundred and sixty-two dollars (\$5,915,762), the Village shall provide the following TIF Economic Incentives:

1. **TIF Cash Incentive.** The Village shall, as a TIF cash incentive reimburse the Developer for TIF Eligible Expenses actually paid by the Developer (the "**TIF Cash Incentive**"). However, under no circumstances shall the TIF Cash Incentive paid to the Developer exceed four million dollars (\$4,000,000). The TIF Cash Incentive shall be provided as follows:
 - a. **First Cash Incentive Payment.** Upon the completion of the demolition of all buildings on the Property and all environmental remediation work set forth in **Exhibit F**, the Village will pay the Developer for up to two million, two hundred and fifty thousand dollars (\$2,250,000) ("**First Cash Incentive Payment**") to reimburse the Developer for TIF Eligible Expenses actually paid by the Developer, including but not limited to demolition, environmental and debris removal work, and related engineering services necessary to produce site improvement plans and construction documents. The First Cash Incentive Payment shall be paid as follows:
 - i. Developer may submit up to three (3) requests for reimbursement of TIF Eligible Expenses (payment of the First Cash Incentive Payment), but not more than once every thirty (30) days. Each request shall include: (1) a letter requesting reimbursement of TIF Eligible Expenses pursuant to this Section 4.A; (2) copies of all final invoices showing the cost of materials and services to support this request; (3) signed and notarized final lien waivers from all of Developer's contractors, subcontractors, employees, or individuals providing material or services with respect to this request; (4) proof of payment of all costs associated with this request; and (5) a report of the final inspection verifying the work completed with respect to this request has been completed in accordance with the Final Plans and Specifications.
 - ii. Within sixty (60) days after receiving a complete submittal, the Village shall (i) send the Developer written notice approving the Reimbursement Expenses and issue a check to the Developer for submitted Reimbursement Expenses pursuant to this Agreement or (ii) send the Developer written notice reasonably disapproving the Reimbursement Expenses and specify the reason for such disapproval in reasonable detail, in which case Developer may resubmit the request for reimbursement after correcting the disapproved items.
 - b. **Second Cash Incentive Payment.** Within thirty (30) days of the Developer's

submittal to the Village of certificates of occupancy for twenty-nine (29) Townhome Units and verification of notice to the Cook County Assessor of said certificates of occupancy in the form of a submitted New Construction Reporting Form attached hereto as **Exhibit C**, the Village shall make an additional cash payment to the Developer in the amount of seven hundred and fifty thousand dollars (\$750,000) dollars to reimburse the Developer for TIF Eligible Expenses actually paid by the Developer. If the County does not issue a receipt establishing the date of submission, such verification shall be established by an affidavit or certification delivered by the Developer to the Village Administrator setting forth the date of notice.

- c. **Third Cash Incentive Payment.** Within thirty (30) days of the Developer's submittal to the Village of certificates of occupancy for twenty-nine (29) Townhome Units and verification of notice to the Cook County Assessor of said certificates of occupancy in the form of a submitted New Construction Reporting Form attached hereto as **Exhibit C**, the Village shall make an additional cash payment to the Developer in the amount of one million (\$1,000,000) dollars to reimburse the Developer for TIF Eligible Expenses actually paid by the Developer.
- d. **Right of Reimbursement of TIF Cash Incentive.** If for any reason the Developer fails to obtain certificates of occupancy for at least fifty-nine (59) Townhome Units within seven (7) years after the Village makes any payment to the Developer pursuant to Section 4.A.1 (the TIF Cash Incentive), then upon sale or transfer of title to the Property or any part thereof, other than a sale of a residential unit for which a certificate of occupancy has been issued, the Developer shall reimburse the Village for any TIF Cash Incentive payment made to the Developer, less the remaining balance of the Surety Bond at that time.

- 2. **TIF Notes.** Within thirty (30) days of the Developer's submittal to the Village of certificates of occupancy for eighty-nine (89) Townhome Units (100% of the Townhome Units in the Project) and verification of notice to the Cook County Assessor of said certificates of occupancy in the form of a submitted New Construction Reporting Form attached hereto as **Exhibit C**, and all building permits for the Project have been closed out, and provided the preconditions listed herein have been satisfied, the Village shall issue one or more TIF Notes (as such term is hereinafter defined) as Tax Exempt Obligations (as such term is hereinafter defined) in such an amount to provide net proceeds to Developer of one million, nine hundred and fifteen thousand, seven hundred and sixty two dollars (\$1,915,762) to reimburse the Developer for TIF Eligible Expenses not having been reimbursed by the TIF Cash Incentive. Preconditions to Issuance (the "***TIF Notes***").

- a. **Preconditions.** The Village shall not be required to issue the TIF Notes until all the following preconditions are met:
 - i. Certificates of Occupancy have been issued for eighty-nine (89) of the Townhome Units of the Project;
 - ii. Developer has made full Sales True-Up Payment to the Village pursuant to Section 4.A.2.b;
 - iii. Developer is in material compliance with all the terms and conditions of this Agreement, to be performed and/or observed and Developer is not in default under this Agreement subject to its right to cure;
 - iv. Developer has provided sufficient proof to the Village that it is current with all state and local tax obligations;
 - v. The Village and the Developer are in receipt of an opinion of bond counsel that (a) the interest paid and received on the TIF Notes are not includible in the gross income of the registered owners thereof under the Internal

Revenue Code for federal income tax purposes, subject to customary qualifications and exceptions, and (b) the TIF Notes are valid and legally binding and enforceable obligations of the Village, subject to customary qualifications and exceptions;

- vi. The Developer has provided the Village with all documentation requested by the Village to evidence the cost of the TIF Eligible Expenses, such records to include, but not be limited to, all contracts with general contractors and all subcontractors, contractors sworn affidavits, lien waivers, copies of checks and any other documentation specified by the Village and/or in the possession of the Developer;
- vii. Developer has provided evidence to the Village that there are no uncontested liens on either the Development or the Property, it being agreed that the Developer may contest any lien claims so long as such contest is in good faith and based on reasonable grounds.

- b. **Sales True-Up Payment.** Prior to the issuance of the TIF Notes and after the Developer has transferred title to all Townhome Units to third party purchasers thereof, the Developer shall provide to the Village evidence of actual sales prices for each of the eighty-nine (89) Townhome Units (the "Actual Sales Prices").

After the provision of the Actual Sales Prices to the Village, the Developer shall make payment to the Village in the amount of fifty percent (50%) of the difference between the (a) total of the Actual Sales Price for all Unit Types described in the table below and (b) the total of the amount of the Base True-Up Sales Prices for each of the individual Unit Types described in the table below (the "Sales True-Up Payment").

Unit Type	Base True-Up Sales Prices
540 Unit (Interior Unit)	\$529,115
540 Unit (End Unit)	\$563,623
550 Unit (interior Unit)	\$552,120
550 Unit (End Unit)	\$586,628
560 Unit (End Unit)	\$609,633

- c. **TIF Note Payment Source.** The TIF Notes shall be payable solely from the incremental property tax generated by the Property in accordance with the TIF Act, minus any required payments to other taxing districts, including payments to school districts made pursuant to 65 ILCS 5/11-74.4-3(q) (7.5 and 7.7) (the "***Available IPT Revenue***").
- d. **Tax Exempt Obligations.** The Village shall not be required to issue any TIF Notes as tax exempt obligations pursuant to Section 103 of the Internal Revenue Code (the "***Tax-Exempt Obligations***") unless the Village shall receive an opinion of nationally recognized Bond Counsel acceptable to the Village that the interest paid and received on such TIF Notes are not includible in the gross income of the registered owners thereof under the Internal Revenue Code for federal income tax purposes, subject to customary qualifications and exceptions. To assist the Village in obtaining such opinion, the Developer shall provide any information that Bond Counsel may reasonably request be provided. The Village shall use good faith efforts to obtain such opinion so that the TIF Notes can be issued as and when contemplated by the above provisions. The Owners acknowledge and agree that the Village's inability to issue any TIF Notes as Tax-Exempt Obligations shall not be a Village Event of Default.
- e. **Interest and Payment.** Interest on each of the TIF Notes will accrue from and after the issuance at the rate equal to the BBB 20-Year G.O. Bond Index as published by

Reuters Municipal Market Data ("MMD") plus 275 basis points, and not to exceed eight and one-half percent (8.5%) and will compound annually. The Village will begin to make payments on the TIF Notes on February 1 of the year following the first TIF Note's issuance Date. The Village will not be entitled to prepay a TIF Note for a period of five (5) years the issuance date without the Developer's prior written consent, but may in its sole discretion prepay any or all TIF Notes any time thereafter Concurrently with the issuance of each TIF Note, the Village will issue an amortization schedule for such Note and establish annual payment dates for such Note pursuant to such schedule.

f. **Terms of TIF Notes.** Each TIF Note will:

- i. Be substantially in the form as **Exhibit G**;
- ii. Evidence the Village's obligation to reimburse the Developer for TIF Eligible Expenses, subject to and in accordance with the provisions of this Agreement;
- iii. Have a maximum interest rate of eight and one-half percent (8.5%) calculated based on a 30 day/360-day year and will be payable semi-annually;
- iv. Mature twenty (20) years from the date of the issuance thereof, unless the TIF District will expire prior to such date, in which case, the TIF Notes will mature on the expiration date of the TIF District;
- v. Be secured solely by and payable from the Available IPT Revenue generated by this Project, as provided in, and subject to the limitations set forth in, this Agreement;
- vi. Provide that the Village will have no obligation whatsoever to make any payments in excess of the TIF Eligible Expenses that have been: (i) actually incurred by the Developer; (ii) certified by the Village by issuance of Certificates of Expenditure; (iii) qualify as "redevelopment project costs" as defined in the TIF Act; and (iv) Authorized to be paid pursuant to this Agreement, the TIF Act and the terms of the TIF Note;
- vii. Provide that each payment will be applied first to accrued but unpaid interest, second to current interest, and third to principal and that, with respect to the Available IPT Revenue;
- viii. If requested by the Developer, provide for the capitalization of interest, a debt service reserve fund, and any other features reasonably necessary or desirable to make such TIF Notes marketable;
- ix. Be assignable or be able to be pledged as collateral by Developer; and
- x. Be saleable or assignable at any time to: (i) a Qualified Institutional Buyer as defined under Rule 144A of the 1933 Securities Act; (ii) Accredited Investor as defined by the Securities and Exchange Commission under Regulation D, (iii) any entity controlling, controlled by or under common control with Developer or (iv) any entity in which the majority equity interest is owned by the parties that have a majority equity interest Developer.

g. **LIMITED OBLIGATION OF THE VILLAGE.** THE TIF NOTES SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE VILLAGE, NOR SHALL THEY BE SECURED BY THE FULL FAITH AND CREDIT OF THE VILLAGE. THE DEVELOPER HEREBY ACKNOWLEDGES THAT THE PLEDGED TIF TAXES MAY BE INSUFFICIENT TO COVER THE PAYMENT OF ALL PRINCIPAL AND INTEREST ON THE TIF NOTES, IF THE PLEDGED TIF TAXES ARE

INSUFFICIENT, DEVELOPER HEREBY ACKNOWLEDGES THAT IT SHALL HAVE NO RECOURSE AGAINST THE VILLAGE, OTHER THAN ENFORCING THE VILLAGE'S OBLIGATIONS (I) TO DEPOSIT REQUIRED PLEDGED TIF TAXES IN THE INCREMENTAL PROPERTY TAX FUND, , AND (II) USE THE PLEDGED TIF TAXES TO PAY THE PRINCIPAL AND THE INTERST DUE ON THE TIF NOTES AS REQUIRED BY THIS AGREEMENTAS ALLOWED BY THE TIF ACT AND THIS AGREEMENT.

- h. **Creation of Separate Tax Code.** The Parties acknowledge that (i) under the TIF Act, the Cook County Clerk is required, for each individual tax parcel within the TIF District with a current equalized assessed value (EAV) greater than its initial EAV, to annually calculate, allocate, collect, and pay to the Village an amount equal to the incremental property taxes (the "Incremental Property Taxes") attributable to such increase, (ii) as a matter of practice, the Cook County Clerk has not always followed this requirement and, instead of calculating Incremental Property Taxes on a parcel-by-parcel basis, has calculated Incremental Property Taxes on an aggregate basis, taking the entire Incremental Property Taxes for an entire redevelopment Project area, reducing that amount by the total reduction in property taxes that are paid for tax parcels that have a then-current EAV that is less than the Initial EAV, and allocating proportionate shares of that aggregate amount to the tax parcels within the Development area that have current EAV s greater than the Initial EAV, (iii) the "aggregate" method could result in an improper overpayment to certain taxing bodies and an improper underpayment of Incremental Property Taxes to the Village, and (iv) to avoid such improper underpayments, the Cook County Clerk and Cook County Assessor have sometimes assigned specific and unique tax code designations to certain tax parcels within a Development area to effectively allow Incremental Property Taxes to be calculated on a the basis of the tax codes and TIF Act. The Village shall, within ninety (90) days after the recordation of the Final Plat of Subdivision, submit a request to the Cook County Clerk to petition for a separate tax code for the Property. The Village and Developer (at no additional cost to Developer) shall work cooperatively with the Offices of the Cook County Clerk and Assessor to create a separate tax code designation for the tax parcels located within the Property, so that Incremental Property Taxes can be properly calculated for the Property independent of other parcels within the Development area.
- i. **Village Representations.** During the Term, the Village covenants and agrees that, until all payments due to Developer have been made, the Village: (1) unless required by law, shall not revoke the TIF Ordinances; (2) shall not commingle the Incremental Property Taxes with any other municipal debt obligations; (3) shall not pledge or apply any portion of the Incremental Property Taxes to any other purpose or the payment of any other obligation of the Village other than as set forth in this Agreement; (4) upon written request by Developer or its attorneys, shall provide Developer (within thirty (30) calendar days after receiving such request) with a copy of documentation submitted to the State of Illinois pursuant to reporting requirements in the Act; (5) shall provide copies to the Developer of any P.I.N, tax code segregation direction notices required to be filed with Cook County pursuant to Section 4(B) above; and (6) shall comply with all annual reporting requirements in the Act.

SECTION 5. MUTUAL OBLIGATIONS.

A. **Documents.** The Parties agree to take such actions, including the execution and delivery of such documents, as well as the adoption of such ordinances and resolutions, as may be necessary or appropriate, from time to time, to carry out the terms, provisions, and intent of this Agreement and to aid and assist each other in carrying out such terms, provisions, and intent.

B. **Government Approvals.** The Parties shall cooperate fully with each other in implementing the Development and in seeking and obtaining from any or all appropriate governmental bodies (whether federal,

state, county or local) any necessary permits, entitlements, and approvals, required or useful for the improvement of property and construction of the Development in and on the Property, or for the provision of services to the Property. The Village shall expeditiously and fairly process all properly filed applications for permits and approvals necessary for the Development including, without limitation, building permits and certificates of occupancy.

C. Timeline.

1. Time is of the essence to this Agreement. The Parties will each proceed with commercially reasonable diligence to submit and process all required applications, issue all approved permits, and complete the construction of the Development.
2. A Party shall not be deemed in default of this Agreement if such Party's failure to timely perform was reasonably caused by war, acts of God, strikes, labor disputes, labor shortages, reasonably unavoidable disruptions to supply chains for materials, pandemic, delay in issuance of necessary permits or authorizations by any governmental body, including but not limited to the Village, through no fault of the Developer or similar causes beyond the reasonable control of such Party ("*Force Majeure*"). If a Force Majeure event occurs, which caused a delay, a Party seeking to claim Force Majeure as the basis for an extension, shall serve notice of its claim for Force Majeure and supporting specific third-party documentation within five (5) business days from the start of the Force Majeure event. Any extension for the completion of the incomplete performance shall be equal to the period of the duration of the delay caused thereby.

SECTION 6. INSURANCE AND INDEMNIFICATION

A. **Insurance.** The Developer, and any successor in interest to the Developer, shall obtain or cause to be obtained and continuously maintained when required during the Term of this Agreement, the insurance as set forth below. The Developer shall provide a copy of all policies to the Village with proof that the premiums for such insurance have been paid and the insurance is in effect. The insurance coverage described below is the minimum insurance coverage that the Developer must obtain and continuously maintain.

1. Developer (or Developer's contractor) shall during any period of construction, maintain:
 - a. Worker's Compensation insurance with statutory coverage and Employers' Liability coverage of at least five hundred thousand dollars (\$500,000) per accident;
 - b. Commercial General Liability insurance (including operations, contingent liability, operations of subcontractors, and contractual liability insurance) with limit of not less than one million dollars (\$1,000,000) combined single limit per occurrence for bodily injury, and property damage and one million dollars (\$1,000,000) per occurrence for personal Injury with a general aggregate of two million dollars (\$2,000,000); and
 - c. Business Automobile Liability: One million dollars (\$1,000,000) combined single limit per accident-for bodily injury and property damage.
2. Developer (or Developer's contractor) shall during any period of construction maintain builders risk insurance on a completed value basis in non-reporting form, against all risks of physical loss, including collapse and water damage with no exclusion for flood and hydrostatic pressure, covering the total value of work performed and equipment, supplies and materials furnished for the project development (including on-site stored materials) as to all work by Developer. The Village shall be named as loss payee under this policy.
3. After completion of construction of a Townhome Unit and until Developer closes on the sale of such Townhome Unit to a third-party homeowner, the Developer shall maintain property insurance and extended coverage on a replacement basis for the insurable value of the Development as valued from time to time.

4. All such policies shall be in such form and issued by such companies as shall be acceptable to the Village to protect the Village and Developer against any liability incidental to the use of or resulting from any claim for injury or damage occurring in or about the Project, or the construction and improvement thereof by Developer, except to the extent arising from Village (or its agents, employees and contractors) acts or omissions (in which case the Village shall look solely to its own insurance).
5. Alternatively, Developer, may satisfy its insurance obligations in this Article by way of a blanket policy or policies which includes other liabilities, properties and locations having a per occurrence liability of three million dollars (\$3,000,000) and a general policy aggregate of at least ten million dollars (\$10,000,000). The Village shall have the right to review any blanket policy or policies to determine that such coverage is in compliance with the requirements contained herein and shall have the right to reject any blanket policy or policies if they do not comply with the requirements contained herein.
6. Each such policy (except Worker's Compensation) shall name the Village, its officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of the Developer's work, including activities performed by or on behalf of the Developer; products and completed operations of the Developer (or Developer's Contractor); premises owned, leased or used by the Developer; or automobiles owned, leased, hired or borrowed by the Developer. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, agents, employees, and volunteers. The policy shall contain an affirmative statement by the issuer that it gives written notice to the Village at least 30 days prior to any cancellation or an amendment of its policy. The Developer shall provide the Village a replacement certificate prior to expiration of any policy.
7. The Developer's insurance coverage shall be primary and non-contributory as respects the Village its officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the Village, its officials, employees, agents, and volunteers shall be in excess of Developer's insurance and shall not contribute with it.
8. The Developer's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Developer's insurance shall apply separately to each insured against who claim is made or suit is brought, except with respect to the limits of the insurer's liability.
9. The Developer shall furnish separate certificates and endorsements from each contractor or subcontractor subject to all the requirements herein. The subcontractors are not included under the Developer's policies.
10. The Developer shall furnish the Village with certificates of insurance showing the coverage as required herein with original additional insured endorsements naming the Village, its officials, employees, agents, and volunteers as additional insureds. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village before any work commences.

B. **Village Review.** Subject to and except as otherwise provided in the provisions of Section 6 of this Agreement, the Developer acknowledges and agrees that the Village is not, and shall not be, in any way liable for any damages or injuries that may be sustained as the result of the Village's review and approval of any plans or failure to review and approve any plans for the Property or the Development, or the issuance of or failure to issue any approvals, permits, certificates, or acceptances for the development or use of the Property or the Development, and that the Village's review and approval of those plans and the Development and issuance of those approvals, permits, certificates, or acceptances does not, and shall not, in any way, be deemed to insure the Developer, or any of its heirs, successors, assigns, tenants, invitees, and licensees, or any other person, against damage or injury of any kind at any time.

C. **Indemnification of Village.** Developer, its successors and assigns shall defend, indemnify and

hold harmless the Village and its elected or appointed officers and officials, trustees, agents, volunteers, representatives and/or employees, from and against any and all civil liabilities, actions, responsibilities, obligations, losses, damages and claims, and all costs and expenses, including but not limited to attorney's fees and expenses (collectively, "Losses") pursuant to any federal, state and local laws including the common law), statutes, ordinances, rules, regulations and other requirements relating to or which the Village and/or its elected or appointed officers and officials, trustees, agents, volunteers, representatives and/or employees may incur from or on account of Developer's use of the Property, any tests or surveys conducted by the Developer, and the construction of the Development, including but not limited to any Losses incurred which are based on tort law, wrongful death and/or a personal injury claim, suit or action and/or any Losses and claims relating to environmental investigation, cleanup, or abatement, whether asserted or unasserted, direct or indirect, existing or inchoate, known or unknown, having arisen or to arise in the future, and in any manner whatsoever incurred by reason of Developer's or worker's activities or inactivities at the Property or the Development. It is expressly understood, agreed upon and the specific intent of this Agreement that the Village and its elected or appointed officers and officials, trustees, agents, volunteers, representatives and/or employees will not assume responsibility for the actions of Developer or any of the workers or other persons on the Property. As between the Village and its elected or appointed officers and officials, trustees, agents, volunteers, representatives and/or employees and Developer, Developer shall always be held solely responsible to all persons on the Property present there because of the Development and work thereon. Developer and its successors and assigns hereby agree to release, waive, covenant not to sue and forever discharge the Village and its elected or appointed officers and officials, trustees, agents, volunteers, representatives and/or employees, for any claim, suit or action, whether or not well founded in fact or in law, which Developer and the workers have, or may have, arising out of the Development, except to the extent that any contamination occurs as a result of actions taken after the date of this Agreement by the Village or any of its elected or appointed officers and officials, trustees, agents, volunteers, representatives and/or employees, and except for any claim or action which Developer, its successors and assigns may have under this Agreement.

SECTION 7. DEFAULT

A. **Events of Default by Developer.** The following shall constitute events of default by the Developer:

1. Any material misrepresentation made by the Village in this Agreement, or in any related agreement or document.
2. Failure to comply with any material obligation or covenant contained in this Agreement, or any ordinance, or other agreement or financing document requiring performance by Developer regarding the Development throughout the term of this Agreement, subject to Force Majeure not cured within the time period set forth in Section 7(C) below.
3. The commencement by Developer of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or the consent by Developer to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, (or similar official) of Developer or of any substantial part of the Property, or the making by any such entity of any assignment for the benefit of creditors or the failure of Developer generally to pay such entity's debts as such debts become due or the taking of action by Developer in furtherance of any of the foregoing, or a petition is filed in bankruptcy by others and not dismissed within thirty (30) consecutive days;
3. The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of Developer in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, (or similar official) of Developer for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order unstayed and in effect for more than thirty (30) consecutive days.
5. After work begins on the Development, work stops for more than one hundred and twenty

(120) consecutive days for any reason other than: (i) Force Majeure or (ii) if Developer is ahead of its planned construction schedule, where work does not recommence within the time period set forth in Section 7(C) below.

6. Developer materially fails to comply with applicable governmental codes and regulations in relation to the construction and maintenance of the buildings contemplated by this Agreement or the approved plans, which failure is not cured within the time period set forth in Section 7(C) below.
7. Developer refuses or fails to construct the Development in substantial conformance with the final plans and specifications (subject to any modifications approved by the Village), which refusal or failure is not cured within the time period set forth in Section 7(C) below.

B. **Events of Default by Village.** Events of default by the Village include without limitation the following:

1. Any material misrepresentation made by the Village in this Agreement, or in any related agreement or document; or
2. Failure to perform any material obligation or covenant contained in this Agreement, subject to Force Majeure not cured within the time period set forth in Section 7(C) below .

C. **Cure Provisions.** In the event of a default, the defaulting Party shall have thirty (30) days after receipt of a Notice of Default from the non-defaulting Party setting forth the nature of the default, to cure the default or, if the nature of the default is such that additional time is required to effect such cure, then such longer period as may be reasonably required, provided that the defaulting Party is diligently pursuing such cure.

D. **Default by Developer Prior to Sale of All Townhome Units.** If after receipt of written notice, the Developer fails to timely cure a default as set forth above, and such uncured default occurs prior to certificates of occupancy being issued for all eighty-nine (89) Townhome Units, the Village shall have, in addition all remedies at law and equity, any or all the following remedies:

1. The Village may terminate this Agreement, in which case the Developer will reimburse the Village for all of its out-of-pocket costs, including attorney's fees relating to said default and this Agreement.
2. The Surety Bond shall immediately come due, and the Village may pursue its remedies under the Completion Bond in addition to proceeding with any other remedy unless the Developer elects to pay any such financial obligations in lieu of a draw on the bond.
3. At the Village's option, the Developer shall correct or rebuild any part of the Development that has not been developed in accordance with the Final Plans and Specifications or restore the Property to a developable condition or as otherwise directed by the Village Administrator.

E. **Default.** In the event of a default, after receipt of a Notice of Default from the non-defaulting Party setting forth the nature of the default, and the expiration of the cure provision set forth in Section C, the non-defaulting party shall have all remedies at law and in equity.

F. **Attorney's Fees.** In the event of a default, the defaulting Party shall pay all the non-defaulting Party's reasonable court costs, witness fees, discovery-fees and attorneys' fees, and the court may allocate such fee award to each Party to the extent the court finds each Party to have culpability.

G. **Consequential Damages.** Neither Party shall be liable to the other for consequential damages or lost profits except as otherwise specifically provided in this Agreement.

SECTION 8. DEVELOPMENT PROVISIONS

A. **Use of Demolished Concrete as Trench Backfill.** The Developer shall have the right crush concrete on the Property resulting from the demolition of existing structures and utilize such crushed concrete as trench backfill as required for the Development pursuant the rules and regulations of the Village and any other agency having regulatory authority over the use.

B. **Codes and Ordinances.** All codes, ordinances, rules and regulations of the Village in effect as of the date hereof which relate to building, housing, plumbing, electrical and related restrictions affecting development of the Property shall continue in effect, insofar as they relate to the development of the Property, during the entire Term of this Agreement, except as otherwise provided herein, and except to the extent that said codes, ordinances, rules and regulations are amended on a general basis so as to be applicable to all property within the Village for purposes of directly furthering the public health and safety. If less restrictive codes are adopted and allowed for new developments, any less restrictive code provision shall apply to the Development.

C. **Right to Connect to Sanitary Lines.** The Village presently owns sanitary system lines within the Village. The sanitary system presently has sufficient capacity to collect and process all sewage produced from the Development. Developer shall have the right to connect the Development to the system in accordance with approved engineering plans.

D. **Right to Connect to Water Lines.** The Village owns and operates a potable water supply and distribution system within its borders. The system presently has sufficient capacity to serve the potable water and fire suppression requirements of the Development. Developer shall have the right to connect the Development to the system in accordance with approved engineering plans.

E. **Government Approvals.** The Parties shall cooperate fully with each other in implementing the Development and in seeking and obtaining from any or all appropriate governmental bodies (whether federal, state, county or local) any necessary permits, entitlements, and approvals, required or useful for the improvement of property and construction of the Development in and on the Property, or for the provision of services to the Property. The Village shall expeditiously and fairly process all properly filed applications for permits and approvals necessary for the Development including, without limitation, building permits and certificates of occupancy.

G. **Hours for Construction.** Hours of construction generating loud noises shall be limited to the days and hours set forth in Section 10-1-4:B of the Morton Grove Municipal Code.

H. **Sales and Construction Facilities.** Subject to Village issuance of a site development permit for the Property, Developer shall have the right to erect and maintain one (1) temporary sales trailer and one (1) construction trailer on the Property. The locations of the temporary sales trailer and construction trailer are depicted in **Exhibit H1** and may be installed subject to Village permitting requirements.

I. **Model Home.** Three Townhome Units as depicted in **Exhibit H1** on Lot 1 may be used as model homes ("Model Homes"). The Model Homes may be occupied solely for model home display and sales purposes once a temporary certificate of occupancy has been issued for the Model Homes. At any time after approval of the Ordinance, Developer's acquisition of the Property, issuance of a site development permit and posting of the Performance Guarantee and Surety Bond, the Village will issue upon Developer's request, a permit for construction of the building in which the model homes reside provided the permit application and supporting plans meet all applicable code requirements. Such construction may proceed concurrently with demolition and remediation.

The garages appurtenant to the Model Homes may be used as a sales office. The sales office layout within such garage(s) is depicted on **Exhibit H2**. **Exhibit H2** is approved subject to Village permitting requirements. A permanent or temporary accessible bathroom shall be installed to serve the model homes as required by the Village Administrator or his/her designee.

Permanent certificates of occupancy for the three (3) Townhome Units to be used as Model Homes will not be issued until the Model Homes have been converted to three (3) residential dwelling units as required by the PUD. The temporary certificate of occupancy for the Model Homes shall expire ninety (90) days after issuance of certificates of occupancy for eighty-six (86) Townhome Units.

J. **Signage.** Depictions of signage and signage locations are set forth in **Exhibit H3**. The Signage

appearance and locations depicted in **Exhibit H3** are hereby approved for construction subject to subject to Village permit requirements. Signage shall be subject to Village permitting requirements and shall be installed on a stable structure with an approved anchorage.

K. **Early Home Construction.** The Developer may also begin construction at its sole risk of up to three (3) buildings in addition to the Model Homes, on lots 8, 9 and 10 as depicted on the Final Plat of Subdivision ("Early Construction Homes") at any time after Developer's acquisition of the Property, issuance of a site development permit, Village access for inspections, issuance of a building permit for the Early Construction Homes, and posting of the Performance Guarantee and Surety Bond. No certificate of occupancy will be issued for the Early Construction Homes until the site developments are complete, and all Village occupancy permit requirements are met.

L. **Temporary Construction Easement on 8300 Parcel.** The Village will grant Lexington a temporary construction easement to facilitate the elevation modifications to the northern portion of the property located at 8300 Lehigh Avenue, Morton Grove, Illinois 60053 ("8300 Parcel") to facilitate the construction of an overland flow route along the shared lot line between the 8300 Parcel and the Property. This will include clearing, grading, and pavement modification. The final location and terms of the temporary construction easement will be subject to approval by the Village Administrator or his/her designee.

M. **Proposed Water Main Easement on 8300 Parcel.** The Village will grant a non-exclusive water main easement ("WME") adjacent to portions of the north property line of the 8300 Parcel for the purposes of installing and maintaining an eight-inch (8") water main. The water main located within the proposed WME can be used to serve the 8300 Parcel upon redevelopment of 8300 Parcel. The final location and terms of the WME will be subject to approval by the Village Administrator or his/her designee.

N. **Expansion of Stormwater Management Basin.** Developer is providing a Stormwater Management Basin on the Property ("Property Basin") to serve the redevelopment of the Property only, that includes storage provisions to satisfy the requirements of the Metropolitan Water Reclamation District of Greater Chicago (MWRDGC) for Volume Control and Detention Storage. Upon the redevelopment of the 8300 Parcel, the Village will need to comply with the applicable portions of the MWRD Watershed Management Ordinance (WMO) for Volume Control and Detention Storage. In order to facilitate maximizing the buildable area on the 8300 Parcel, Developer agrees to cooperate with the Village to submit for a revision to the MWRD WMO permit for the Property for expansion of the Property Basin onto the 8300 Parcel (when complete, "Regional Basin"), including a modification to the size of the restrictor, as applicable. The Developer will cooperate with the Village to allow the Village to expand the Property Basin to also serve the 8300 Parcel. The design, plan revisions, permit revisions, construction, and easement for the expansion shall be at the Village's sole expense. The owners' association for Metro on Main will be responsible to maintain the Regional Basin to a standard acceptable to the Village and all regulatory authorities. The cost of maintenance shall be allocated to the Metro on Main owners' association and the Village according to the respective Regional Basin volume lying on each of the Parties' land. The Parties agree that the Village will not require Developer's cooperation until after the MWRD WMO permit is issued for the redevelopment of the Property.

SECTION 9. GENERAL PROVISIONS.

A. **No Individual or Personal Liability.** Notwithstanding any other statement in this Agreement, the Parties agree that the representations made by the Village in this Agreement and incentives offered herein are made on behalf of the Village, and the Village President, the Village Board of Trustees, and Village Staff are not making such representations personally, are not Parties to this Agreement, and shall incur no personal liability in conjunction with this Agreement, and that the representations made by the Developer are made by and on behalf of Developer, and the Developer's owners, members, officers, directors, employees and agents are not making such representations personally, are not Parties to this Agreement, and shall incur no personal liability in conjunction with this Agreement.

B. **No Third-Party Beneficiaries.** This is made for the benefit of the Parties and there are no third-party beneficiaries.

C. **Notice.** Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return

receipt requested, and deposited in the U.S. Mail, postage prepaid, (iv) by electronic internet mail ("e-mail"). E-mail notices shall be deemed valid only to the extent that they are (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three (3) business days thereafter at the appropriate address set forth below. Unless otherwise provided in this Agreement, notices shall be deemed received after the first to occur of (a) the date of actual receipt; or (b) the date that is one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (b) the date that is three (3) business days after deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each party to this Agreement shall have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the Village shall be addressed to, and delivered at the following addresses:

Ralph E. Czerwinski, Village Administrator
The Village of Morton Grove
6101 Capulina Avenue
Morton Grove, Illinois 60053

Teresa Hoffman Liston, Corporation Counsel
The Village of Morton Grove
6101 Capulina Avenue
Morton Grove, Illinois 60053

Notices and communications to the Developer shall be addressed to, and delivered at, the following address:

Nathan Wynsma
Metro on Main L. L. C. an Illinois limited liability company
1731 N. Marcey St. #200
Chicago, IL 60614
773-598-8400
nwynsma@lexingtonchicago.com

Wayne Moretti
Metro on Main, L. L. C. an Illinois limited liability company
1731 N. Marcey St. #200
Chicago, IL 60614
wmoretti@lexingtonchicago.com

Mark Eiden, Attorney
Mark C. Eiden & Associates, PC
40 Club Circle
Lake Barrington, IL 60010
847-641-3680
meiden@eidenlaw.com

D. **Rights Cumulative.** Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

E. **No Waiver.** The parties shall be under no obligation to exercise any of the rights granted to it in this Agreement. The failure of either party to exercise at any time any right granted to a party shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the party's right to enforce that right or any other right.

F. **Governing Law.** This Agreement shall be governed by, and enforced in accordance with, the internal laws, of the State of Illinois. Any action to enforce this Agreement shall be filed in the Circuit Court of Cook

County, Illinois.

G. **Severability.** It is hereby expressed to be the intent of the Parties that should any provision, covenant, agreement, or portion of this Agreement or its application to any person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application to any person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

H. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements and negotiations between the Parties, whether written or oral, relating to the subject matter of this Agreement.

I. **Interpretation.** This Agreement shall be construed without regard to the identity of the Party who drafted the various provisions of this Agreement. Moreover, every provision of this Agreement shall be construed as though all Parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting Party shall not be applicable to this Agreement.

J. **Amendments and Modifications.** No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all Parties to this Agreement in accordance with all applicable statutory procedures.

K. **Authority to Execute.** The Village hereby warrants and represents to the Developer that the persons executing this Agreement on its behalf have been properly authorized to do so by the Corporate Authorities. The Developer hereby warrants and represents to the Village (i) that it has the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and to bind the Property as set forth in this Agreement, (ii) that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken, and (iii) that neither the execution of this Agreement nor the performance of the obligations assumed by the Developer will (a) result in a breach or default under any agreement to which the Developer is a party or (b) violate any statute, law, restriction, court order, or agreement to which the Developer is subject.

L. **No Joint Venture.** Nothing contained in this Agreement is intended by the Parties to create a joint venture between the Parties. It is understood and agreed that this Agreement does not provide for the joint exercise by the Parties of any activity, function, or service, nor does it create a joint enterprise, nor does it constitute either Party as an agent of the other for any purpose whatsoever. Nothing in this Agreement shall be construed to make the Parties hereto partners or render either of said Parties liable for the debts or obligations of the other.

M. **Counterparts.** This Agreement may be executed in counterpart, each of which shall constitute an original document, which together shall constitute one and the same instrument.

N. **Successors and Assigns.** This Agreement shall benefit, and be binding on, successors, assigns and grantees of the Village and Developer and shall constitute a covenant running with the land. This Agreement shall not be assignable by the Developer without the Village's written permission.

O. **Sale.** The use of the terms "sale," "sale of Townhome Units" or terms of similar import, unless specifically stated otherwise herein, shall mean an arm's length sale transaction to a third-party member of the public and not a forced sale or sale to another developer.

P. **Exhibits.** The following Exhibits attached to this Agreement are, by this reference, incorporated in, and made a part of this Agreement:

Exhibit A	Property Legal Description – 8350 Lehigh Avenue
Exhibit B1	Performance Guarantee
Exhibit B2	Surety Bond
Exhibit C	Cook County Assessor New Construction Reporting Form

Exhibit D	Required Utility Line Burial
Exhibit E	Construction Schedule
Exhibit F	Demolition and Remediation
Exhibit G	TIF Note Form
Exhibit H1	Temporary Sales Trailer, Construction Trailer and Model Units Location
Exhibit H2	Sales Office
Exhibit H3	Signage Guide

In the event of a conflict between an exhibit and the text of this Agreement, the text of this Agreement shall control.

SIGNATURES FOLLOW ON NEXT PAGES

IN WITNESS WHEREOF, the Parties above written.

ATTEST:

By: _____
Eileen Scanlon Harford, Village Clerk

Village of Morton Grove, an Illinois municipal corporation

By: _____
Dan DiMaria, Village President

ATTEST:

By: _____
Its: _____

Metro on Main, an Illinois limited liability company

By: _____
Wayne Moretti, as manager of Lexington Homes L.L.C., an Illinois limited liability company

Exhibit A

Property Legal Description – 8350 Lehigh Avenue
Morton Grove, Illinois 60053

PARCEL 1:

LOTS 1 TO 12, BOTH INCLUSIVELY, AND THAT PART OF 33 FOOT VACATED NARRAGANSETT AVENUE LYING EAST OF AND ADJOINING LOTS 1 AND 12 IN BLOCK 4 IN MORTON GROVE, A SUBDIVISION OF THE EAST 4.63 CHAINS OF THE NORTHEAST 1/4, SOUTH OF GROSS POINT ROAD AND NORTH 3 ACRES OF THE EAST 10 ACRES OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THE NORTHWEST 1/4, SOUTH OF GROSS POINT ROAD AND WEST OF RAILROAD OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF LOT 34 (EXCEPT THE NORTH 33 FEET THEREOF) AND THE NORTH HALF OF LOT 27 IN THE COUNTY CLERK'S DIVISION IN THE WEST 1/2 OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING SOUTHWESTERLY OF THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY.

PROPERTY INDEX NUMBERS:

10-19-402-001-0000
10-19-402-002-0000
10-19-402-003-0000
10-19-402-004-0000
10-19-402-005-0000
10-19-402-006-0000
10-19-402-007-0000
10-19-402-008-0000
10-19-402-009-0000
10-19-402-010-0000
10-19-402-011-0000
10-19-402-012-0000
10-20-300-001-0000
10-20-300-002-0000

Exhibit B1
Performance Guarantee

Subdivision Performance Bond

Bond No. _____ (“Bond”)

KNOW ALL PERSONS BY THESE PRESENTS, that we, Metro on Main LLC, the Principal and primary obligor, and Great American Insurance Company, an Ohio corporation, the Surety and secondary obligor, are held and firmly bound unto The Village of Morton Grove, Illinois, called the Obligee, in the sum of _____ (\$_____) for the payment thereof, and said Principal and Surety bind themselves as provided herein.

WHEREAS, in order to file a plat or subdivision map, or to obtain a permit for its Metro on Main development in Morton Grove, IL, called the Development, the Principal has entered into an Economic Incentive and Tax Increment Allocation Financing Development Agreement by and between the Village of Morton Grove, Illinois, and Metro On Main, L.L.C., an Illinois Limited Liability Company with the Obligee, called the Contract, which requires the Principal make certain improvements to the land, called the Improvements, as more particularly set forth in Haeger Engineering, LLC's Engineer's Opinion of Probable Construction (exact title and revisions dates on header of document).

NOW, THEREFORE, the condition of this Bond is such that if the Principal shall construct the Improvements described in the Contract, then this Bond shall be void, otherwise to remain in full force and effect. This Bond is subject to the following conditions:

1. This Bond runs to the benefit of the named Obligee only, and no other person shall have any rights under this Bond. No claim shall be allowed against this Bond after the expiration of one year from the successful completion and acceptance of the improvements.
2. This Bond is not a forfeiture obligation and in no event shall the Surety's liability exceed the reasonable cost of completing the Improvements not completed by the Principal, or the sum of the Bond, whichever is less.
3. The Bond shall have an expiration date not less than two (2) years or three (3) months beyond the date specified in an approved subdivision or development agreement.
4. Not less than thirty (30) days prior to the expiration of this Bond, the Village engineer shall be given written notice by means of certified or registered mail, indicating that this Bond is to expire.
5. Failure of the Principal to install the Improvements prior to the scheduled completion date, as specified Contract, shall be considered a default by the Principal and the issuing institution.

Signed this _____ day of December 2023.

Metro on Main LLC

By: _____

Great American Insurance Company

By: _____
William Reidinger, Attorney-in-Fact

Exhibit B2
Surety Bond

SURETY BOND

KNOW ALL BY THESE PRESENTS, That we Metro on Main LLC, as Principal and primary obligor, and Great American Insurance Company, of Cincinnati, Ohio, authorized to do business in the State of Illinois, as Surety and secondary obligor, are held and firmly bound unto Village of Morton Grove as Obligee, in the maximum penal sum of Two Million, Two Hundred Fifty Thousand and 00/100 Dollars (\$2,250,000.00) in lawful money of the United States of America, for which payment well and truly to be made we bind ourselves, our heirs, executors and assigns, firmly by this Surety Bond.

WHEREAS, The Principal has entered, or is about to enter, into an Economic Incentive and Tax Increment Allocation Financing Development Agreement by and between the Village of Morton Grove, IL and Metro on Main LLC, an Illinois limited liability with the Obligee ("Contract") for completion of townhomes for a project known as Metro on Main ("Project").

WHEREAS, Obligee requires Principal to post a bond in its favor to secure completion of townhomes within the Project.

NOW THEREFORE, the condition of this obligation is such that if the above-named Principal, its successors and assigns, shall well and truly perform Contract, then this Bond shall be void. Otherwise, this Bond shall remain in full force and effect pursuant to its terms.

This Bond is subject to the following express conditions:

1. The Obligee has agreed to accept this Bond.
2. This bond is not subject to transfer, hypothecation, or assignment to third or other parties without the written consent of the surety.
3. Regardless of the number of years this Bond may be in force, the liability of the Surety shall not be cumulative in amounts from period to period and shall, in no event, exceed the amount set forth above, or as amended by rider.
4. If the Project is completed over a period of time, the penal sum of the Bond shall reduce as provided in the Contract. Upon completion of the Contract, this Bond automatically terminates.
5. There exist no maintenance or warranty requirements with respect to the Project that are bonded hereunder, nor do any such maintenance or warranty requirements exist after the end date set forth in the above paragraph. Any such maintenance or warranty requirements in any agreements relating to Project are extra-contractual and expressly excluded hereinunder.
6. No claim, action, suit, or proceeding shall be had or maintained against the Surety on this Bond unless such claim, action, suit or proceeding is brought or instituted upon the Surety within 60 days of (a) Principal's substantial completion of the Contract, or (b) Obligee's written declaration of Bond default, whichever date is sooner.
7. Any notice, demand, certification, or request for payment, made under this Bond shall be made in writing to the Surety at the address specified below and shall declare the Principal to be in default of its obligations bonded herein:

Great American Insurance Company
Attn: Bond Claims
301 East Fourth Street, 24th Floor
Cincinnati, OH 45202

8. Principal shall be given thirty (30) days after receipt of any declaration of default made by the Obligee to attempt to remedy the default.
9. Whenever the Obligee has performed its obligations with respect to the Contract and to Principal and Principal has failed to satisfy its default within thirty (30) days after receipt of written notice thereof from Obligee, Surety may proceed, at its option, with any of the following:
 - a. Remedy the default;

- b. Retain a replacement to remedy the default;
 - c. Remit the balance of the Contract Price (the total amount payable by Obligee to Principal under any underlying contract related to the Project and any amendments thereto less the amounts paid by Obligee to Principal under any such contracts) to the Obligee;
10. Upon completion of the Project site improvements, this bond will remain in effect until the last townhome receives a certificate of occupancy ("Final Occupancy").
11. Not less than thirty (30) days prior to the expiration of this Bond, the Village engineer shall be given written notice by means of certified or registered mail, indicating that this Bond is to expire.
12. If any conflict or inconsistency exists between the Surety's obligations or undertakings as described in this Bond and as described in any underlying contract between Principal and Obligee with respect to the Project, then the terms of this Bond shall prevail.

SIGNED, SEALED AND DATED this _____ day of _____, 20_____.

Principal: _____

By: _____

Surety: Great American Insurance Company

By: _____

_____, Attorney-in-Fact

Exhibit C

Cook County Assessor New Construction Reporting Form

COOK COUNTY ASSESSOR
FRITZ KAEGI



COOK COUNTY ASSESSOR'S OFFICE
118 NORTH CLARK STREET, 3RD FLOOR
CHICAGO, IL 60602 | PHONE: 312.443.7100
WWW.COOKCOUNTYASSESSOR.COM

New Construction, Property Additions or Improvements

Under the Illinois Property Tax Code, the owner of property on January 1 is liable for any increased taxes that result from the construction of new buildings, structures or other improvements on the property from the date when an occupancy permit was issued, or, from the date the new or added improvement was inhabitable and fit for occupancy, through December 31 of that year. (35 ILCS 200/9-180)

Instructions: The owner of the improved property is required to submit this form to the Assessor, within 30 days of the issuance of an occupancy permit or within 30 days of completion of improvements, and request that the property be reassessed. The Form may be submitted in person or by mail or electronic submission to the Cook County Assessor's Office, 118 N. Clark St., Room 300, Chicago IL 60602.

Taxpayer of Record

Property address

Property Identification Number (PIN), or PINs if relevant

___ / ___ / ____
Date construction completed (Month / Day / Year)

Please provide a summary of the new construction, addition or improvement added to your property, including square footage information:

Attestation:

I _____ affirm and attest that the statements contained herein are true and accurate and that the information provided accurately reflects the condition of this property as of today's date. I further acknowledge that such information may contribute to the assessment of my property by Cook County Officials.

Date: _____

Form published: March 18, 2020

Exhibit D
Required Utility Line Burial

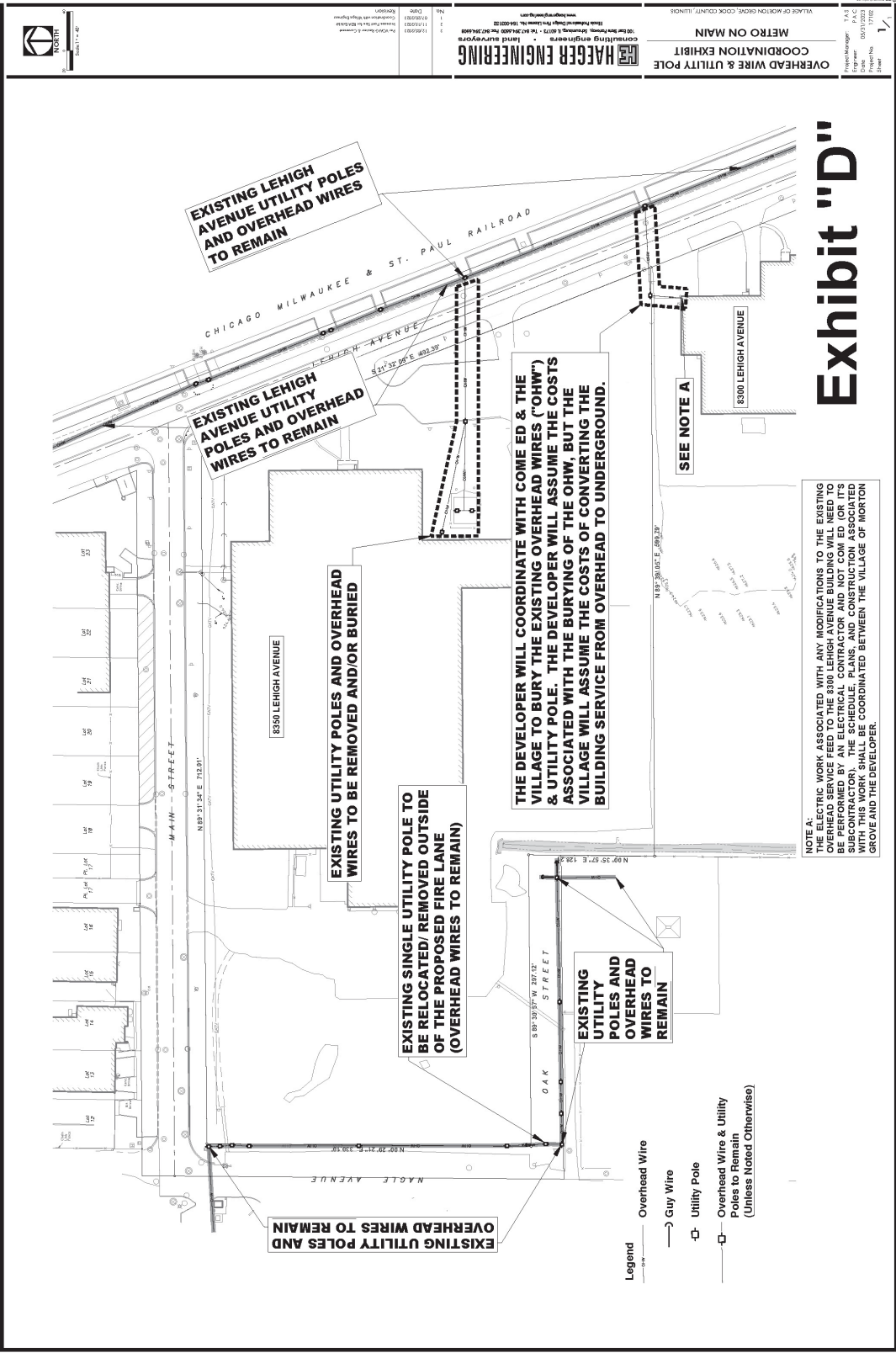


Exhibit E
Construction Schedule

Final Governmental Approvals	December, 2023
Commence Demolition, Site Improvements	First Quarter, 2024
Substantial Completion of Site Improvements	Fourth Quarter, 2024
Start Vertical Construction	First Quarter, 2024
Initial Occupancies	First Quarter, 2025
Execution of last sale contract	First Quarter, 2027
Final Occupancies	Third Quarter, 2027

Exhibit F
Demolition and Remediation

Section	Description	Total Cost (\$)
	Site Development Costs	
A	Demolition, Debris and Asbestos removal	980,000.00
B	Soil Erosion & Sediment Control	42,248.00
C	Phase 1 Earthwork Improvements	489,545.00
D	Contingency	1,511,793.00
	Total Site Development	151,179.30
		1,662,972.30
	Soft Costs	\$533,661.55
	Contingency	53,366.16
	Total Soft Costs	587,027.71
Total		2,250,000.01

No. of
Units 89 Per Unit \$ 25,280.90

SITE DEVELOPMENT COST

Item No.	Description	Quantity	Unit	Unit Price	Total Amount
A: Demolition, Environmental & Debris Removal					
1	Site Clean Up / Clearing	1	LS	\$30,000.00	30,000.00
2	Building demolition, asphalt, electrical and asbestos removal	1	LS	\$700,000.00	700,000.00
3	Soil Remediation	1	LS	\$250,000.00	250,000.00
Subtotal					980,000.00
B: Soil Erosion & Sediment Control					
1	Erosion Control Fence	2,551	LF	\$3.00	7,653.00
2	Tree Protection Fence	1	Budget	\$5,000.00	5,000.00
3	Temporary Dewatering Device	1	EA	\$2,000.00	1,945.00
4	Inlet Protection	51	EA	\$150.00	7,650.00
5	Erosion Maintenance	1	Budget	\$20,000.00	20,000.00
Subtotal					42,248.00
C: Phase 1- Earthwork Improvements					
1	Mobilization	1	LS	\$35,000.00	35,000.00
2	Construction Entrance	3	EA	\$9,000.00	27,000.00
3	Topsoil Excavation to Stockpile	5,500	CY	\$5.50	30,250.00
4	Clay Excavation to Structural Fill	7,800	CY	\$7.30	56,940.00
5	Gravel Excavation to Stockpile	3,500	CY	\$5.50	19,250.00
6	Relocate Asphalt Pile	1,200	CY	\$5.60	6,720.00
7	Topsoil Respread - Basins	2,100	CY	\$5.30	11,129.00
8	Lime Structural Fill	13,500	CY	\$16.50	222,750.00
9	Import Soil Media Mix - Pond Base	500	CY	\$85.00	42,500.00
10	Import Aggregate - Pond Base	450	CY	\$40.00	18,000.00
11	Soils Testing	1	LS	\$20,000.00	20,000.00
Subtotal					489,545.00
D: Soft Costs					
1	Land Planning	1	Budget	\$34,000.00	34,000.00
1	Engineering	1	Budget	\$150,000.00	150,000.00
2	Engineering Construction Layout	1	Budget	\$75,000.00	50,000.00
3	Engineering Construction Guidance	1	Budget	\$15,000.00	15,000.00
4	Lot Monumentation (Set Iron Pipe at all lot corners)	1	Budget	\$10,000.00	10,000.00
5	Site As-Builts	1	Budget	\$10,000.00	10,000.00
6	Dry Utility coordination	1	Budget	\$45,000.00	45,000.00
7	Landscape Consultant and tree survey	1	Budget	\$35,000.00	35,000.00
8	Wetland Consultant	1	Budget	\$10,000.00	10,000.00
9	Erosion Control Inspections and monitoring	1	Budget	\$40,000.00	15,000.00
10	Soils Consultant(boring reports and testing)	1	Budget	\$75,000.00	50,000.00
11	Wetland Consultant	1	Budget	\$10,000.00	10,000.00
12	Environmental Consultant	1	Budget	\$40,000.00	40,000.00
13	Other(TIF, Attny, BSB)	1	Budget	\$40,000.00	59,661.55
Subtotal					533,661.55

This Engineer's Opinion of Probable Construction Cost is based on Engineering Plans prepared by others, and is based on Haeger Engineering's best judgment as an experienced and qualified professional engineering firm, familiar with the construction industry. However, since Haeger Engineering, LLC has no control over the actual cost of labor, materials, equipment, or services provided by others, or over Contractor's methods of determining prices, or over competitive bidding or market conditions, Haeger Engineering, LLC cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from Opinions of Probable Construction Cost prepared by Haeger Engineering, LLC.

Exhibit G
TIF Note Form

REGISTERED
No. _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF ILLINOIS
COUNTY OF COOK
VILLAGE OF MORTON GROVE
TAX INCREMENT REVENUE NOTE, SERIES 20[]
(_____ REDEVELOPMENT PROJECT)

Interest

Final Maturity

Dated

Rate: _____%

Date: _____, 20__

Date: _____, 20__

Registered Owner:

Principal Amount:

KNOW ALL PERSONS BY THESE PRESENTS that the Village of Morton Grove, Cook County, Illinois, a municipality, home rule unit and political subdivision of the State of Illinois (the "*Village*"), hereby acknowledges itself to owe and for value received promises to pay (subject to optional redemption as hereinafter provided) to the Registered Owner identified above, or registered assigns as hereinafter provided, the Outstanding Principal Amount of this Note in accordance with that certain Ordinance adopted by the President and Board of Trustees of the Village (the "*Corporate Authorities*") on the ____ day of _____, 20__, (the "*Note Ordinance*"), and that Economic Incentive and Tax Increment Allocation Financing Development Agreement dated _____, 20__, by, between and between the Village and Metro on Main LLC, an Illinois limited liability company (the "*Developer*") (the "*Redevelopment Agreement*"), as hereinafter described, and interest on such Outstanding Principal Amount at the Interest Rate set forth above (computed on the basis of a 360-day year of twelve 30-day months) in annual installments of principal and interest on _____ of each year (each _____ 1 being an "*Interest Payment Date*") until paid, in accordance with the amortization schedule attached hereto (the "*Amortization Schedule*") commencing on the February 1 following the Dated Date on which funds are available and on deposit in the hereinafter defined Note and Interest Subaccount of the Available IPT Revenues Account of the Special Tax Allocation Fund held by the Village pursuant to the Redevelopment Agreement and the Note Ordinance, with the final installment of principal and interest coming due on the Final Maturity Date. "*Final Maturity Date*" means the date which is the earlier of (i) 20 years from the date of the issuance of the Notes or (ii) December 31, _____. Capitalized terms used herein and not defined shall have the meanings ascribed to such terms in the Note Ordinance and the Redevelopment Agreement. Interest due on the Notes on February 1, 20__, and February 1, 20__, shall be paid from Capitalized Interest on hand in the Note and Interest Subaccount of the Available IPT Revenues Account of the Special Tax Allocation Fund.

Interest when due ("*Current Interest*") shall be paid from the later of the Dated Date or from the most recent Interest Payment Date to which interest has been paid or duly provided for, until the principal amount of the Note is paid or duly provided for, as provided from the Note and Interest Subaccount of the Available IPT Revenues Account of the Special Tax Allocation Fund held by the Village pursuant to the Note Ordinance and the

Redevelopment Agreement, and if funds on deposit therein and to the credit thereof are insufficient for such purpose, such failure to pay shall not in and of itself constitute an event of default, but such interest shall thereupon be recorded by the Trustee as Deferred Accrued Interest ("*Deferred Accrued Interest*"). Deferred Accrued Interest which is owing and unpaid shall bear interest at the Interest Rate. The order of payment of interest on this Note shall be *first*, Deferred Accrued Interest, *second*, Current Interest, and *next*, Outstanding Principal Amount in accordance with the Amortization Schedule. Failure to pay when due any installment of Current Interest or any amount of Outstanding Principal Amount due to insufficiency of the Available IPT Revenues, whether at a regular Interest Payment Date, at Stated Maturity, Final Maturity or otherwise, shall in no event be deemed to be an event of default hereon. The Registered Owner of this Note, by acceptance hereof, hereby expressly agrees and acknowledges that there may be Deferred Accrued Interest hereon, that is, that Current Interest may not have been paid, without any special notation having been made upon this Note.

Principal and Interest on this Note shall be paid to the Registered Owner hereof as shown on the Register at the close of business on the Record Date. Principal and Interest hereon shall be paid by check or draft of the Village Treasurer (the "*Bond Registrar*"), payable upon presentation thereof in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on the Register or at such other address furnished to the Bond Registrar in writing or as directed by such Registered Owner, all as provided in the hereinafter defined Ordinance.

This Note is issued pursuant to Division 74.4 of Article 11 of the Illinois Municipal Code (the "*TIF Act*"), and all laws amendatory thereof and supplemental thereto, and specifically as supplemented by the Local Government Debt Reform Act, as amended, and the other Omnibus Bond Acts, as amended and as supplemented, and, where necessary, superseded, by the home rule powers of the Village under Section 6 of Article VII of the 1970 Constitution of Illinois, and the principal of and interest, and premium, if any, hereon are payable solely and only from [the Available IPT Revenues on deposit in the Note and Interest Subaccount of the Available IPT Revenues Account of the Special Tax Allocation Fund and amounts on hand in the Debt Service Reserve Subaccount of the Available IPT Revenues Account of the Special Tax Allocation Fund, all in accordance with the provisions of the Note Ordinance and the Redevelopment Agreement. This Note is being issued for the purposes of reimbursing the Registered Owner for certain TIF Eligible Expenses it has incurred in constructing the Redevelopment Project on behalf of the Village. The cost of such construction shall be deemed to be a disbursement of the proceeds of this Note.

This Note is also subject to redemption prior to maturity, at the option of the Village, in whole or in part, from any available funds, on [_____, and on any date thereafter,] [on any date], at the redemption price of par plus accrued interest to the date fixed for redemption, and as further provided in the Note Ordinance.

Upon surrender hereof at the principal office maintained for the purpose by the Bond Registrar, accompanied by a written instrument or instruments of transfer in form satisfactory to the Trustee and duly executed by the Registered Owner or an attorney for such owner duly authorized in writing, the Bond Registrar shall register this Note in the name of the new Registered Owner on the registration grid provided herein, and shall also enter the name and address of the new registered owner in the Note Register.

The person in whose name this Note is registered on the Note Register shall be deemed and regarded as the absolute owner hereof for all purposes, and payment of the principal of or interest hereon shall be made

only to or upon the order of the Registered Owner hereof or the owner's legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon this Note to the extent of the sum or sums so paid.

This Note, together with the interest thereon, is a limited obligation of the Village, payable solely from the Available IPT Revenues on deposit in the Note and Interest Subaccount of the Available IPT Revenues Account of the Special Tax Allocation Fund and amounts on hand in the Debt Service Reserve Subaccount of the Available IPT Revenues Account of the Special Tax Allocation Fund as provided in the Note Ordinance and the Redevelopment Agreement. For the prompt payment of this Note, both principal and interest, as aforesaid, at maturity, the Available IPT Revenues are hereby irrevocably pledged. THIS NOTE DOES NOT CONSTITUTE AN INDEBTEDNESS OF THE VILLAGE WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION. NO HOLDER OF THIS NOTE SHALL HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY TAXING POWER OF THE VILLAGE FOR PAYMENT OF PRINCIPAL HEREOF OR INTEREST HEREON. FAILURE TO PAY WHEN DUE ANY INSTALLMENT OF CURRENT INTEREST OR ANY AMOUNT OF DEFERRED ACCRUED INTEREST OR OUTSTANDING PRINCIPAL AMOUNT DUE TO INSUFFICIENCY OF THE AVAILABLE IPT REVENUES, WHETHER AT STATED MATURITY, FINAL MATURITY OR OTHERWISE, SHALL IN NO EVENT BE DEEMED TO BE AN EVENT OF DEFAULT ON THIS NOTE.

This Note may not be offered, sold, pledged or otherwise transferred except to an (i) a Qualified Institutional Buyer (as defined in Rule 144A promulgated by the Securities and Exchange Commission pursuant to the Securities Act of 1933, as amended); (ii) Accredited Investor as defined by the Securities and Exchange Commission under Regulation D; (iii) any entity controlling, controlled by or under common control with Developer or (iv) any entity in which the majority equity interest is owned by the parties that have a majority equity interest Developer (an "*Allowable Holder*"). In connection with the transfer or assignment of this Note, the purchaser or assignee shall certify its qualification as an Allowable Holder to the Bond Registrar prior to such sale or assignment (a "*Sale Certification*"). Any sale, pledge or transfer of the Notes shall not be effective until the Bond Registrar has received a Sale Certification in connection therewith.

The Village shall be obligated to make payments under this Note even if a Developer Event of Default or a Village Event of Default under the Redevelopment Agreement has occurred. Such rights shall survive any transfer of this Note.

It is hereby certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Note did exist, have happened, been done and performed in regular and due form and time as required by law, and the Village hereby covenants and agrees that it has made provision for the segregation of the Available IPT Revenues and that it will properly account for said taxes and will comply with all the covenants of and maintain the funds and accounts as provided by the Note Ordinance and the Redevelopment Agreement.

This Note shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar.

IN WITNESS WHEREOF the Village has caused this Note to be signed by the manual or duly authorized facsimile signatures of its President and Village Clerk and its corporate seal or a facsimile thereof to be hereunto affixed, all as of the date of delivery hereof, to wit, the ____ day of _____, 20__.

President, Village of Morton Grove, Cook County,
Illinois

Attest:

Village Clerk, Village of Morton Grove
Cook County, Illinois

(SEAL)

Date of Authentication: _____

CERTIFICATE

Agent:

Note Registrar and Paying

VILLAGE TREASURER OF THE VILLAGE OF MORTON
GROVE, ILLINOIS
Morton Grove, Illinois

AUTHENTICATION

This Note is one of the Notes described in the within-mentioned Note Ordinance and is one of the _____, Series 20__ (_____
Redevelopment Project), having a Dated Date of _____, 20__, of the Village of Morton Grove, Cook County, Illinois.

VILLAGE TREASURER

as Note Registrar and Paying Agent

By _____
Authorized Officer

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

the within Note and does hereby irrevocably constitute and appoint _____ as attorney to transfer the said Note on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature guaranteed: _____

NOTICE: The signature to this transfer and assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

[AMORTIZATION SCHEDULE]

Temporary Sales Trailer, Construction Trailer and Model Units Location



Exhibit H2
Sales Office

[On file with Village of Morton Grove Department of Community & Economic Development]

Exhibit H3
Signage Guide

Metro on Main Signage Guide

- 1 1-sided (facing north) 8 X 6
- 2 1-sided (facing east) 8 X 6
- 3 1-sided (facing southeast) 8 X 6



- 4 1-sided (facing west) 24" X 18" (Temp during presale)
- 5 1-sided (facing west) 24" X 18" (Perm sales center)



- 6 2-sided (facing north and south) 24" X 18"



- F Feather flag - Approx 16 ft tall

