



**VILLAGE BOARD OF TRUSTEES  
REGULAR MEETING NOTICE/AGENDA  
JANUARY 9, 2024 - 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](http://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 – December 12, 2023
- 4. Special Reports:** - None
- 5. Public Hearings** - None
- 6. Plan Commission Reports** - None
- 7. Residents' Comments (agenda items only)**
- 8. President's Report** – *Administration, Council of Mayors, Northwest Municipal Conference, Strategic Plan Committee*
  - a. Board and Commission Appointments
    - 1) Environment and Natural Resources Commission:  
Mark Werwath
- 9. Clerk's Report** – *Family and Senior Services, Advisory Commission on Aging, Chamber of Commerce, Condominium Association*
- 10. Staff Report**
  - a. Village Administrator



- 1) **Ordinance 24-01:** (*Introduced January 9, 2024*) (*First Reading; Request to Waive the Second Reading*): Amending Title 5 Entitled “Motor Vehicles and Traffic”. Chapter 4 Entitled “Rules of the Road”, to Regulate Certain Charter Bus Services within the Village of Morton Grove

b. **Corporation Counsel**

**11. Reports by Trustees**

- a. **Trustee Khan** – *Finance Department, Appearance Commission, Lehigh/Ferris TIF (Trustee Travis)*
- b. **Trustee Minx** – *Fire Department, Fire Pension Board, Fire and Police Commission, Special Events Commission, RED Center, NIPSTA (Trustee Thill)*
- c. **Trustee Shiba** – *Building Department, Environment & Natural Resources Commission, Legal Department, IT Department Sawmill Station TIF (Trustee Witko)*
  1. **Resolution 24-01:** Authorizing a Contractual Agreement With BS&A Software LLC for the Licensing, Implementation, and Maintenance of Software for the Finance and Building and Inspectional Services Departments
- 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 24-02:** Authorizing a Contract with Core and Main of Carol Stream, Illinois for the 2024 Fire Hydrant Replacement Program
  - 2) **Resolution 24-03:** Authorizing a Contract with Lyons Electric Company, Inc. to Replace the Generator at Fire Station 5
  - 3) **Resolution 24-04:** Authorizing an Agreement with Ciorba Group, Inc. to Provide Construction Engineering Services for Austin Avenue Improvements (MFT Section 12-00106-00-PV)
  - 4) **Resolution 24-05:** Authorizing an Agreement with the Illinois Department of Transportation for Austin Avenue Improvements (MFT Section 12-00106-00-PV)
  - 5) **Resolution 24-06:** Authorizing the Appropriation of Motor Fuel Tax Funds for Austin Avenue Improvements (MFT Section 12-00106-00-PV)
- 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 Lincoln/Lehigh TIF (Trustee Shiba)*



- 1) **Ordinance 23-32:** *(Introduced December 12, 2023) (Second Reading):* Approving a Text Amendment to Modify and Establish Regulations Relating to Short-Term Dwelling Units in Morton Grove, Illinois.
- 2) **Resolution 24-07:** Authorizing An Intergovernmental Funding Agreement between the Commuter Rail Division of the Regional Transportation Authority (“Metra”) and the Village of Morton Grove for a New Commuter Station and Reconfigured Parking Facility

## **12. Other Business**

## **13. Presentation of Warrants:**

- a. December 26, 2023 - \$1,557,428.92
- b. January 9, 2024 - \$413,731.23

## **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  
DECEMBER 12, 2023**

**CALL TO ORDER**

- I. Village President Dan DiMaria convened the Regular Meeting of the Village Board at 7:02 p.m. in the Council Chambers of Village Hall.
- II. Deputy Village Clerk Saba Koya called the roll. Present were Trustees Saba Khan, Rita Minx, Ashur Shiba, John Thill, Connie Travis, and Janine Witko. Village Clerk Eileen Harford was absent with notice.

III. **APPROVAL OF MINUTES**

Mayor DiMaria asked for a motion to approve the Minutes of the November 28, 2023 Village Board Meeting as presented. Trustee Minx so moved, seconded by Trustee Witko. **Motion passed unanimously via voice vote.**

IV. **SPECIAL REPORTS**

NONE

V. **PUBLIC HEARINGS**

NONE

VI. **PLAN COMMISSION REPORTS**

1. 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 (i.e., Airbnb's).

Community Development Administrator Zoe Heidorn presented this case to the Board.

- a. Ms. Heidorn said she was presenting that portion of Plan Commission Case 23-16 relating to the regulation of short-term dwelling units. Staff originally presented to the Commission a request for an amendment to Title 12 to clarify the current Village-wide prohibition of such dwelling units.

VI. **PLAN COMMISSION REPORTS** (continued)

- b. Ms. Heidorn said, based on lengthy discussions and comments provided at public meetings held on August 15, September 9, October 17, and November 21, the Commission voted on November 21 by a vote of 4-2 to recommend legalization of the use and the adoption of various use standards Controlling the use, which are contained in Ordinance 23-32 to be presented for a first reading tonight by Trustee Witko. Staff maintains its concerns with legalization of the use due to issues of public nuisance and attacks on neighborhood character and limited enforcement capabilities, and does not support the amendment as presented.

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

1. **Steve Yates, 7821 Linder, a resident since 1954**, said he and his wife have an air B&B and it's been wonderful. The home sleeps up to seven, and he even provides cribs and playpens. It's great for families coming to visit their families. There have not been any problems. Then he received a letter from the Village telling him it's illegal, and he must stop offering an air B&B or he'll need to pay a fine of \$750 per day while it remains open. The Plan Commission's approval includes a stipulation that he could rent out one (1) room to two adults and the owner must be present when the renters are in the house. Mr. Yates said, "That kills us." He said he runs a business out of the basement of the house and now, with this new stipulation, feels he'll have to sell the house. He commented that there was a woman who spoke at one of the Plan Commission meetings and she legitimately had problems with an air B&B in her neighborhood, but, Mr. Yates said, "It was an air B&B flop house. They were renting individual rooms for \$35 to \$40 a night and getting \$35 to \$40 a night guests; there was all kinds of trouble." On the other hand, he was charging \$225 per night and his guest's "problems" were limited to "can't get the Wi-Fi to work" or "where did you say that crib was?" Mr. Yates said this is a bad situation and he and his wife feel this is not the right thing to do.
- a. Mayor DiMaria said, "It's a first reading for this Ordinance tonight, so we can hear what residents think about this. Nothing's been passed yet. We will listen to our residents and hopefully come out with a balanced ordinance."

VIII. **PRESIDENT'S REPORT**

1. Mayor DiMaria went to the podium to proclaim the month of December 2023 as "Food Pantry Awareness Month" in the Village. He noted that the Niles Township Food Pantry initially started out in the basement of the Township building at 5255 Lincoln Avenue 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. In 2009, Niles Township re-established the Food Pantry in their annex building at 8341 Lockwood.
- a. In 2022, the Food Pantry served around 3,000 separate households (about 8% of total households in Niles Township). 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 their coverage area use food stamps.



## VIII.

**PRESIDENT'S REPORT** (continued)

- b. Mayor DiMaria stated 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. The Pantry 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. The Food Pantry is run and supported by Niles Township Government. Food and other services provided to Food Pantry clients are paid for out of the Niles Township Food Pantry Foundation, a 501(c)3 charitable corporation.
  - c. Mayor DiMaria urged all residents to support the efforts of the Niles Township Food Pantry by making a monetary donation to the Food Pantry's holiday drive and by donating whenever possible non-perishable food items. He added that he has never "been a big fan" of township governments, but Niles Township is the exception.
  - d. Mayor DiMaria presented the proclamation to Niles Township Supervisor Bonnie Kahn Ognisanti, Trustee Kitty Kendrick and Administrator Rick Krier. Supervisor Ognisanti thanked the Village from the bottom of her heart for recognizing the work the Township does via this proclamation
2. Mayor DiMaria announced that the Village Board of Trustees will meet on the second and fourth Tuesday of each month at the Richard T. Flickinger Municipal Center. Meetings will begin at 6:00pm with the first hour reserved for closed "Executive Sessions" if needed. The public portion of the meetings shall begin at 7:00 pm. The 2024 meeting schedule is as follows:

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

3. Mayor DiMaria asked for a motion to concur with the following Administrative Appointments, effective January 1, 2024 through December 31, 2024:

Village Administrator	Ralph E. Czerwinski
Corporation Counsel	Teresa Hoffman Liston
Finance Director/Treasurer	Hanna Sullivan
Fire Chief	Ralph Ensign
Chief of Police	Michael Simo
Director of Public Works	Michael Lukich

## VIII.

**PRESIDENT'S REPORT** (continued)

- a. Trustee Thill moved to concur with all of the administrative appointments as presented, seconded by Trustee Minx. **Motion passed unanimously via voice vote.**
4. Mayor DiMaria noted the following people serving on Village Boards or Commissions as Chairperson. Their appointments are effective January 1, 2024 through December 31, 2024.

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

5. Mayor DiMaria provided the following meeting schedule for 2024 Village Boards and Commissions

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

Mayor DiMaria said this schedule will be posted on the Village's website.

VIII.

**PRESIDENT'S REPORT** (continued)

6. Mayor DiMaria noted that these are the 2024 Village Board Liaison Assignments:

<b>Mayor DiMaria:</b> Administration Department, Council of Mayors, Northwest Municipal Conference (NWMC), Strategic Plan	<b>Clerk Harford:</b> Family & Senior Services, Advisory Commission on Aging, Condo Assn.
<b>Trustee Khan:</b> Finance Department, Appearance Commission, Lehigh/Ferris TIF	<b>Trustee Thill:</b> Public Works Department, Solid Waste Agency of Northern Cook County (SWANCC), MG-Niles Water Commission, Traffic Safety Commission
<b>Trustee Minx:</b> Fire Department, Fire Pension Board, Fire & Police Commission, Special Events Commission, RED Center, NIPSTA	<b>Trustee Travis:</b> Police Department, Police Pension Board, Fire & Police Commission, Community Relations Commission
<b>Trustee Shiba:</b> Building Department, Environment & Natural Resources, Legal Dept., IT Department, Sawmill Station TIF	<b>Trustee Witko:</b> Community & Economic Development Dept., Economic Development Commission; Plan Commission/Zoning Board, Lincoln/Lehigh TIF

7. Mayor DiMaria sought the Board's concurrence with the following appointments to various Commissions:

Commission on Aging: Farooq Ahmed MD, Mary Senkowski and Gladys Rogas

Community Relations Commission: Theresa Polyak, Chairperson, Iqra Azhar, Lisa Khabeer, Laurie Katz, and Katherine Yi

Environment & Natural Resources Commission: Tariq Puthawala, Jenny Cleary, Volha Liston

Plan Commission/Zoning Board of Appeals: Mudassir Hussaini

Traffic Safety Commission: Jeff Dahlberg and John Puljic

Trustee Minx moved to concur with the above appointments, seconded by Trustee Witko.

**Motion passed unanimously via voice vote.**

- a. Mayor DiMaria thanked the newly-appointment members of these Commissions, saying, "We value your volunteerism."
8. Mayor DiMaria announced that Santa Claus' visit to Morton Grove was quite successful. He thanked the Public Works volunteers and the Special Events Commission for their hard work in making sure this was a fun event for all.
9. Mayor DiMaria noted that the Morton Grove Police Department's annual Toys for Tots drive ended yesterday. It was very successful. The Police Department will still accept new, unwrapped toys at 6101 Capulina Avenue.

VIII.

**PRESIDENT'S REPORT** (continued)

10. Mayor DiMaria also urged residents to participate in the Morton Grove Fire Department's annual Food and Gift Drive, which goes until December 15. The Firefighters' Association is collecting monetary donations to purchase gift cards, toys, and holiday meals for families in need. 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

11. Mayor DiMaria also encouraged people to donate to the Niles Township Food Pantry's holiday gift card drive. Donations will help purchase gift cards so children can get a gift at Christmas time.
12. Mayor DiMaria finished his report by saying, "Whatever holiday you celebrate at this time of year, let's all pray for peace on earth," and wished all very happy holidays from him and his family.

IX.

**CLERK'S REPORT**

In the absence of Clerk Harford, Deputy Clerk Koya had no formal report this evening.

X.

**STAFF REPORTS**A. Village Administrator:

1. Village Administrator Czerwinski reminded everyone that the Board Meeting scheduled for December 26, 2023 is cancelled.
2. Mr. Czerwinski noted the official holidays for 2024 at which time Village Hall will be closed:

New Year's Day	Monday, January 1
Memorial Day	Monday, May 27
Fourth of July	Thursday, July 4
Labor Day	Monday, September 2
Thanksgiving Day	Thursday, November 28
Day After Thanksgiving	Friday, November 29
Christmas Day	Wednesday, December 25

X. **STAFF REPORTS** (continued)A. **Village Administrator:** (continued)

3. 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.

4. Mr. Czerwinski then presented **Ordinance 23-25, Exempting the Village of Morton Grove from the Requirements of the Illinois Paid Leave For All Workers Act.**

This is the second reading of this Ordinance.

- 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.

Trustee Thill moved to adopt Ordinance 23-25, seconded by Trustee Minx.

**Motion passed: 5 ayes, 1 nay.**

Tr. Khan      aye  
Tr. Thill      aye

Tr. Minx      aye  
Tr. Travis    aye

Tr. Shiba      nay  
Tr. Witko      aye

B. **Corporation Counsel:**

Corporation Counsel Liston had no formal report this evening.

XI. **TRUSTEES’ REPORTS**A. **Trustee Khan:**

Trustee Khan had five ordinances to present this evening ;all of them are second readings.

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

A. Trustee Khan: (continued)

1. **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.**

This is the second reading of this Ordinance.

- 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.

Trustee Khan moved to adopt Ordinance 23-26, seconded by Trustee Travis.

**Motion passed: 6 ayes, 0 nays.**

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

2. **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.**

This is the second reading of this Ordinance.

- 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.
- 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.

Trustee Khan moved to adopt Ordinance 23-27, seconded by Trustee Minx.

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

A. Trustee Khan: (continued)

Upon the vote, the **motion passed: 6 ayes, 0 nays.**

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

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

This is the second reading of this Ordinance.

- 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.

Trustee Khan moved to adopt Ordinance 23-28, seconded by Trustee Travis.

**Motion passed: 6 ayes, 0 nays.**

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

4. **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.**

This is the second reading of this Ordinance.

- 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.

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

A. Trustee Khan: (continued)

- b. 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.
- c. 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.
- d. 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.

Trustee Khan moved, seconded by Trustee Thill, to adopt Ordinance 23-29.

**Motion passed: 6 ayes, 0 nays.**

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

5. **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.**

This is the second reading of this Ordinance.

- 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:
  - 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.



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

A. Trustee Khan: (continued)

- b. 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.

Trustee Khan moved to adopt Ordinance 23-30, seconded by Trustee Minx.

**Motion passed: 6 ayes, 0 nays.**

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

B. Trustee Minx:

Trustee Minx had no formal report, but extended her wishes for happy holidays to residents and Village staff.

C. Trustee Shiba:

1. Trustee Shiba presented **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.**
  - a. He explained that the Village 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, that maintains the current pre-negotiated State of Illinois reseller master blanket purchase order 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 three (3) annual renewal periods if there are no adjustments to license quantity. The 2024 renewal if the first renewal period of the 3 stable pricing periods through the State of Illinois contract.

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

C. Trustee Shiba: (continued)

- b. Trustee Shiba said 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. The fiscal impact of this Resolution is \$63,249.05, which is the cost for 2024 licensing and software maintenance.

Trustee Shiba moved to approve Resolution 23-52, seconded by Trustee Witko.

**Motion passed: 6 ayes, 0 nays.**

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

2. Trustee Shiba wished everyone a happy holiday season and cautioned all not to drink and drive.

D. Trustee Thill:

Trustee Thill presented five (5) Resolutions this evening:

1. **Resolution 23-53, Authorizing an Agreement with the Forest Preserve District of Cook County for the Albert-Davis Water Main Improvement Project.**
- a. 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. 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. This Resolution will authorize negotiation of the final version of the license, execution of the license, and payment of fees associated with the license. The financial impact of this contract is \$188,055.90.

Trustee Thill moved, seconded by Trustee Witko, to approve Resolution 23-53.

**Motion passed: 6 ayes, 0 nays.**

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

2. **Resolution 23-54, Authorizing a Contract With Swallow Construction Corporation for the Albert-Davis Water Main Improvement Project.**

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

D. Trustee Thill: (continued)

- a. 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's website for eighteen (18) business days. Thirty-two entities downloaded contract documents and eight bids were received and opened on November 30, 2023. Swallow Construction Corporation submitted the lowest bid and is qualified to perform this work. This contract conforms to the purchasing requirements of the Village, and must conform to the requirements of the Prevailing Wage Act. The fiscal impact of this Resolution is \$745,796.50 for the contract, plus up to \$74,579 (10% of the contract).
- b. Trustee Thill pointed out that this Resolution is not being funded from the Village's General Fund, but rather by one of its Enterprise Fund accounts. He then moved to approve Resolution 23-54, seconded by Trustee Witko.

**Motion passed: 6 ayes, 0 nays.**

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

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.**

- a. Resolution 22-01, approved in January of 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 the 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. The fiscal impact of this Resolution is \$90,061.

Trustee Thill moved, seconded by Trustee Travis, to approve Resolution 23-55.

**Motion passed: 6 ayes, 0 nays.**

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

4. **Resolution 23-56, Authorizing the Sale of Surplus Public Works Vehicles.**

- a. Pursuant to the Public Works Department's annual review of all Village vehicles, the Direct of Public Work has determined the Village's 1988 Ford L8000 and 1998 Ford L8000 dump trucks are

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

D. Trustee Thill: (continued)

no longer useful for a variety of reasons, including, but not limited to age, cost of maintenance, availability of parts, and obsolescence, and are deemed to be surplus vehicles. The Village Administrator and Finance Director concur with this determination.

- b. 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 that the two dump trucks be sold at the joint municipal auction of surplus vehicles conducted 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 the Northwest Municipal Conference.

Trustee Thill moved to approve Resolution 23-56, seconded by Trustee Travis.

**Motion passed: 6 ayes, 0 nays.**

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

5. **Resolution 23-57, Authorizing the Acceptance of a Material Proposal From Compass Minerals America Inc. for the 2024 Road Rock Salt Purchasing Program.**

- a. The Village has an annual program to purchase road rock salt for the winter snow season. The 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 this Fund is administratively controlled by the State of Illinois. It requires bidding procedures and contract documents for these amounts conforming to the State Municipal Code and Illinois Department of Transportation requirements. The contract was advertised and two sealed bids were received. The lowest bidder was Compass Minerals Road Rock Sale. The Village included language in the contract documents that give it an option to purchase as little as forty percent or as much as one hundred and twenty percent of the thirty-five hundred tons. The bid amount is based upon unit pricing proposed by the supplier for the number of units the Village determines to be in its best interests. 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.

Trustee Thill moved to approve Resolution 23-57, seconded by Trustee Minx.

**Motion passed: 6 ayes, 0 nays.**

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

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

D. Trustee Thill: (continued)

6. Trustee Thill thanked Public Works for this year's leaf collection program. He also pointed out to residents that holiday gift wrap is recyclable—unless it's foil or has glitter on it. Cardboard boxes should be cut into 4x4 pieces. For more information, visit the Solid Waste Agency of Northern Cook County (SWANCC)'s website. Trustee Thill wished everyone a good holiday season.

E. Trustee Travis:

Trustee Travis had no formal report, but wished everyone a happy and safe holiday.

F. Trustee Witko:

1. Trustee Witko presented **Ordinance 23-31, 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.**

This is the second reading of this Ordinance.

- a. Trustee Witko 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 8500-8550 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:

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

F. Trustee Witko: (continued)

- 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 forgive at a rate of 75% of the Village's share of state and local sales taxes generated by the Development.
- d. Trustee Witko said this Ordinance will approve the Agreement and authorize the expenditure of TIF funds for this project. The fiscal impact of this Ordinance is \$1.8 million in TIF assistance, to be reimbursed to the TIF District by project increment.

Trustee Witko moved to adopt Ordinance 23-31, seconded by Trustee Thill.

**Motion passed: 6 ayes, 0 nays.**

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

2. Next, Trustee Witko introduced **Ordinance 23-32, Approving a Text Amendment to Modify and Establish Regulations Relating to Short-Term Dwelling Units in Morton Grove, Illinois.**
- a. She explained that the Village 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.
- b. 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 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.
- c. At public hearings held on August 15, September 9, October 17, and November 21, 2023, the Plan Commission considered the proposed amendments relating to short-term dwelling units.

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

F. Trustee Witko: (continued)

- d. The Commission also 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 establishes use standards, which were considered by the Commission at its November 21, 2023 meeting. The amendments as specifically recommended by the Plan Commission and contained in the draft ordinance:
  - 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-term 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.
- e. 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 Commission's consideration. Based on the Application, staff report, and testimony presented at the public hearing, the Commission voted 4-2 to recommend approval of the Text Amendment with minor revisions.
- f. Trustee Witko said, as this is the first reading of this Ordinance, no action will be taken this evening. She added, as liaison to the Plan Commission, she had attended most of the meetings where this topic was discussed, and wanted to share her thoughts with her fellow Board members as they consider this Ordinance over the next few weeks.
- g. First, she thanked staff and the Plan Commissioners for their hard work over a number of meetings these last few months, working to try to find some balance between renter opportunities and protection for the Village. However, the fact that it took multiple meetings and edits proves to her that "short-term rental" is not a fit for the Morton Grove community. While licensing rental units would be a new source of revenue for the Village, she felt strongly that any revenue gained would be spent on the cost for staff to monitor compliance, respond to complaints, and in worst cases, police involvement. Even if the Village acts quickly to resolve a complaint, it is still reactionary in nature and means that somebody has already been disturbed, and then it's too late.
- h. Trustee Witko said personally, she would feel unsettled if a short-term rental was next door to her. Not knowing who her family is sleeping next to on any given day, especially if that changes frequently, would make her uneasy. She said, "We are a community of good neighbors. As our tagline boasts, we consider ourselves 'Incredibly Close.'" Allowing this use would, in her opinion, move us away from this ideal. She hoped her colleagues would feel the same.

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

F. Trustee Witko: (continued)

3. Lastly, Trustee Witko presented **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.**
  - a. She explained that, in February of 2023, Lexington Homes LLC became the contract purchaser of a 7.6 acre property commonly known as 8350 Lehigh in Morton Grove (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 storm water detention basin, accessways, and landscaped area on the Property (the "Development"). The Development is expected to cost \$48.1 million, and construction is not economically feasible without the Village's assistance. The Developer and Village staff has 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:
    - 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;
    - 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.
  - b. The direct assistance to the Developer represents 12.3% of total project costs. 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. The fiscal impact of this Resolution is: 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 the Village's issuance of one or more TIF notes at the completion of construction.

Trustee Witko moved to approve Resolution 23-58, seconded by Trustee Travis.



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

F. Trustee Witko: (continued)

Upon the vote, the **motion passed: 6 ayes, 0 nays.**

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

XII. **OTHER BUSINESS**

NONE

XIII. **WARRANTS**

Trustee Khan presented the Warrant Register for December 12, 2023 in the amount of \$2,993,262.50. She moved to approve the Warrant Register as presented, seconded by Trustee Minx.

**Motion passed: 6 ayes, 0 nays.**

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

XIV. **RESIDENTS' COMMENTS**

1. **Ashfaq Nagori, 7101 Emerson** testified that nothing is worthy of worship except for Allah, and that Jesus, Moses, and Mohammed were prophets and messengers for Allah. He said that, for over 75 years, and especially for the last couple of months, we have witnessed very serious wrongs and injustices being committed against the people of Palestine. Over 20,000 innocent men, women, and children have been killed, and tens of thousands more have been injured. Thousands of buildings have been destroyed, including schools, hospitals, churches, mosques, and homes.
  - a. Mr. Nagori said, "Our government is directly complicit and is a State Sponsor of this terrorism against the Palestinian people by continuing to fund the terrorist, Zionist Israeli regime, which continues its genocide and ethnic cleansing against the Palestinian people in the concentration camp of Gaza." He said he was here tonight as a Muslim and a taxpayer to say he's **not** okay with what our government is doing against the people of Palestine.
  - b. Mr. Nagori said, "We, as American people, need to utilize our resources to help build communities in the world, especially here in the United States, instead of destroying other people and other communities in the world." He encouraged everyone to ask those that have the power in Washington DC to stop funding the terrorism by Israel. He further called upon the Village of Morton Grove to pass a resolution immediately calling for a total cease-fire and the establishment of justice, equality, and peace in the land of Palestine.

XIV.

**RESIDENTS' COMMENTS** (continued)

Mayor DiMaria cautioned Mr. Vilks before he spoke that if he was speaking on the same topics as he has done for the last several years, Mayor DiMaria will adjourn the meeting. He said Mr. Vilks was welcome to speak if he had something new to say.

2. **Rudolf Vilks** wished good health to everyone and their families in the new year. He talked about the unfairness of having to buy a Village sticker for a vehicle he owns but does not use. The balance of his remarks were either inaudible or unintelligible.

XV.

**ADJOURNMENT**

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

The meeting adjourned at 7:57 p.m.

PASSED this 9th day of January, 2024.

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

APPROVED by me this 9th day of January, 2024.

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

APPROVED and FILED in my office this 10th day of January, 2024.

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

Minutes by Teresa Cousar



## **Legislative Summary**

### **Ordinance 24-01**

#### **AMENDING TITLE 5 ENTITLED “MOTOR VEHICLES AND TRAFFIC”, CHAPTER 4 ENTITLED “RULES OF THE ROAD” TO REGULATE CERTAIN CHARTER BUS SERVICES WITHIN THE VILLAGE OF MORTON GROVE**

<b>Introduction:</b>	January 9, 2024
<b>Purpose:</b>	To approve an amendment to Title 5 Chapter 4 of the Municipal Code to establish regulations and a permit process for chartered bus services that drop-off passengers in the Village of Morton Grove without provisions for their housing and safety.
<b>Background:</b>	<p>The City of Chicago recently passed an ordinance restricting the drop-off of inbound migrants to a specified landing zone with limited hours and capacity. Bus drivers failing to comply with the City’s ordinance are subject to both severe fines and impounding. As a result, buses have been dropping off migrants in the suburbs, especially those with Metra stops. The drop-offs are unscheduled and can place a significant burden on the receiving municipality to provide temporary support and/or transportation to route passengers to the designated landing zone in the city. The Village has significant concerns for the health and safety of its residents and potential passengers who could be dropped off unannounced within the Village. Passengers dropped off outside of Metra scheduled service hours would be unable to find transportation to the designated Chicago landing zone and there is limited shelter from inclement weather available on-site. Further, an unscheduled drop-off could occur without the Village’s knowledge, leaving passengers exposed to the elements and without food or water.</p> <p>The proposed ordinance amends Title 5 Chapter 4 of the Municipal Code and regulates private chartered bus services that will drop off ten (10) or more passengers within Morton Grove. The ordinance does not apply to Pace or Metra buses, cabs, limousines, or ride share vehicles, or buses that operate pursuant to a published schedule, or round-trip services.</p> <p>The ordinance requires covered buses expecting to drop off ten (10) or more people to submit a permit application at least ten (10) days before its expected arrival in Morton Grove. The application requires contact information for the operator, proof of licensing, insurance, and a plan for housing and feeding the people to be dropped off. Drop offs are limited to the Morton Grove Metra station or an alternate designated location approved by the Police Chief during specific dates and times, and a detailed plan identifying how the individuals being dropped off will be cared for, housed, and fed, either temporarily or permanently. A violation of the ordinance will result in fines of \$750 per offense per day, and the impounding of the vehicle.</p>
<b>Dept’s, Affected</b>	Administration and Police
<b>Fiscal Impact:</b>	N/A
<b>Source of Funds:</b>	N/A
<b>Workload Impact</b>	The Text Amendment will be implemented and supervised by staff as part of their normal work activities.
<b>Administrative Recommendation</b>	Approval
<b>Second Reading:</b>	Request to Waive Second Reading due to safety concerns caused by severe weather
<b>Special Considerations</b>	See above

# **ORDINANCE 24-01**

## **AMENDING TITLE 5 ENTITLED “MOTOR VEHICLES AND TRAFFIC”, CHAPTER 4 ENTITLED “RULES OF THE ROAD” TO REGULATE CERTAIN CHARTER BUS SERVICES WITHIN THE VILLAGE OF MORTON GROVE**

WHEREAS, the Village of Morton Grove, Cook County, State of Illinois (the “Village”) is a home rule unit of local government pursuant to the provisions of Article VII, Section 6 of the Constitution of the State of Illinois of 1970; and

WHEREAS, pursuant to Section 11-208 of the Illinois Vehicle Code (625 ILCS 5/11-208) local authorities may regulate the standing or parking of vehicles; and

WHEREAS, Section 11-80-2 of the Illinois Municipal Code (65 ILCS 5/11-80-2) also authorizes the Corporate Authorities to regulate the use of the streets and other Village property; and

WHEREAS, Section 7-4-1 of the Illinois Municipal Code (65 ILCS 5/7-4-1) provides that the Corporate Authorities have jurisdiction in and over all places within one-half mile of the corporate limits for the purpose of enforcing health and quarantine ordinances and regulations; and

WHEREAS, pursuant to their community-caretaking function, police have authority to seize and remove vehicles impeding traffic or threatening public safety and convenience; and

WHEREAS, the corporate authorities of the Village find and determine that the unscheduled dropping off passengers from a bus or other transportation provider within the Village who do not have arrangements for housing and immediate care is inhumane, creates a dangerous condition for the persons being dropped off, and threatens public safety; and

WHEREAS, the corporate authorities of the Village find and determine that the unscheduled dropping off passengers from a bus or other transportation provider within the Village who do not have arrangements for housing and immediate care can have life threatening consequences when the weather conditions are adverse; and

WHEREAS, the President of the Village and the Board of Trustees of the Village are committed to protecting the health, safety, and wellbeing of the residents and visitors of the Village; and

WHEREAS, Title 5 of the Municipal Code of Morton Grove (the “Village Code”) sets forth the regulations regarding motor vehicles and traffic within the Village; and

WHEREAS, the corporate authorities of the Village find and determine that the Village’s best interests and the public health and welfare require that the unscheduled dropping off of individuals within the Village from charter buses or other transportation providers shall be regulated;

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 hereby find that all the recitals hereinbefore stated as contained in the preambles to this Ordinance are full, true, and correct and do hereby, by reference, incorporate and make them part of this Ordinance as legislative findings.

SECTION 2: Title 5, Chapter 4 of the Municipal Code of the Village of Morton Grove is hereby amended by creating a new Section 5-4-21 to read in its entirety as follows:

#### 5-4-21: UNLAWFUL CHARTER BUS SERVICES

- A. Unlawful Charter Bus Services. It is unlawful for a commercial motor vehicle to operate as a common carrier without first securing a permit to operate within the Village if:
  - 1. The vehicle is engaged in a privately chartered service as defined in paragraph 5-4-21-B; and
  - 2. The service includes the disembarkation of ten (10) or more passengers within the Village who will not reboard; and
  - 3. The service does not include arrangements for round-trip transportation for all its passengers.
- B. Private Charter Services. As used in this section, private chartered services refer to services wherein a motor vehicle is engaged by a person or entity for specific transportation purposes, not including services that are part of regular, publicly available transportation routes or schedules. Private chartered services do not include
  - 1. Buses that are exclusively used to transfer passengers to trains operated by the National Railroad Passenger Corporation, commonly known as “Amtrak” and/or the Northeast Illinois Rail Corporation, commonly known as “Metra;”
  - 2. Taxicabs, limousines, ridesharing vehicles, including Uber and Lyft services, or similar vehicles used for private hire by persons working or residing within the village or by persons visiting a specific residence or place of business located within the village when allowed or authorized by the owner of the property;
  - 3. Non-commercial vehicles with a gross vehicle weight rating that is less than 16,000 pounds that are owned, leased, or used by a resident or local business in carrying out ordinary business or customary activities of said business or resident;
  - 4. Bus service that operates trips involving passengers disembarking in the Village on a predictable and recurring basis, following a schedule that is published in advance and available to the public, and provides service in exchange for paying a fare;
  - 5. Courtesy shuttles transporting customers or guests to or from a fixed location as an incidental service provided by a business;
- C. Permit Application.
  - 1. The owner, operator, or driver of any motor vehicle to which this section applies which proposes to allow passengers to disembark in the Village shall file a separate application with the Chief of Police for each vehicle from which passengers shall disembark in the Village. The completed application shall contain all required information set forth in subsection two (2) below and shall be submitted to the Police Chief at least ten (10) calendar days prior to the date of the proposed disembarking date.
  - 2. The Chief of Police shall prepare an application form which shall, at a minimum, require an applicant to provide the following information:

- a. The full name, full address, and telephone numbers of the owner, operator, and driver of the motor vehicle. The mobile phone number of the driver of the vehicle shall also be provided.
  - b. A copy of the valid driver's license of the driver of the motor vehicle and a copy of a valid motor vehicle insurance policy that covers the driver.
  - c. The full name, full address, mobile and land-line telephone numbers of the entity or individuals that have either directed, paid for, or financed the transport of persons who will disembark in the Village.
  - d. The name, address, or location in the Village where the applicant proposes to allow passengers to disembark, which shall be at the Morton Grove Metra Station, or such other location approved in advance by the Chief of Police.
  - e. The date and time at which the vehicle shall allow passengers to disembark in the Village, which shall be no earlier than 8:00 a.m. and no later than 4:00 p.m. Monday through Friday only, excluding any federal, state, or Village holidays.
  - f. The name and address of all locations from which the passengers are being picked up for transport to the Village.
  - g. The full name, full address, mobile and land-line telephone numbers, and electronic mail addresses of all entities or individuals that shall be present to meet and receive the passengers disembarking in the Village.
  - h. A detailed plan identifying how the disembarking passengers will be cared for, housed, and fed, upon disembarking in the Village. The plan shall be signed by the entity that agrees to be responsible for providing the actions detailed in the plan.
  - i. Any additional information the Chief of Police may require provided that such information is related to the purposes of this section.
3. The person submitting an application shall swear or affirm that to the best of their knowledge and belief the information set forth in such application is true and correct, and such oath or affirmation shall be attested to by a person authorized to administer oaths or witness affirmations within the state or territory where the application is sworn to or affirmed.
  4. Upon receipt of an application pursuant to this section, the Chief of Police shall review the application for completeness. If the application is not complete, the Chief of Police shall, in writing, advise the applicant of the additional items needed to complete the application.
  5. The Chief of Police's review of the complete application shall take into consideration administrative efficiency and available resources, public safety and orderly traffic flow, and an approval shall be subject to such conditions and restrictions that the Chief of Police may impose in his or her sole discretion (including, without limitation, those addressing day/time availability of any such location(s), number of daily arrivals/departures to/from any such location(s), and advance notification requirements by the applicant).
  6. Within four (4) calendar days after receiving a completed application, the Chief of Police shall inform the applicant if the application is approved and if such approval is subject to any conditions.
  7. The Chief of Police shall deny any application that is incomplete, that does not propose an acceptable disembarkment date, time, and location, or if the Chief of Police has reason to believe that the application contains materially false information, or that approving the application will pose a threat to the health, safety and welfare or the passengers or to the residents of the Village. If the Chief of Police denies an application made under this section, the Chief of Police shall reduce the findings to writing and



transmit the same to the applicant within five (5) calendar days after the applicant makes a written request for a copy of said findings. The applicant may submit a new application to meet the requirements of this chapter.

8. Upon approval of an application, the Chief of Police shall provide the applicant, or a person designated thereby, with a telephone number to coordinate the arrival of the motor vehicle in the Village.
9. The Chief of Police is hereby authorized to promulgate rules pertaining to the application, issuance or administration of permits, or the enforcement of this Section as needed to maintain public health and welfare. All promulgated rules shall be made available to any interested party upon request.

D. Disqualification. The Chief of Police shall not approve an application for any person who:

1. Has supplied materially false or misleading information in connection with any application under this section.
2. Has failed to provide an approved plan for the care, housing, transportation, or feeding of any passengers disembarking in the Village;
3. Has failed to implement or perform the detailed plan pursuant to the terms of an approved application.

E. Penalty.

1. Any person found guilty of violating, disobeying, omitting, neglecting, or refusing to comply with, or resisting or opposing the enforcement of, any of the provisions of this Section, shall be punishable by the maximum fine allowed by Section 1-4-1 of the Village Code. A violation of this section shall be deemed committed for each person allowed to disembark from a vehicle in violation of this Section.
2. A motor vehicle, operated with the permission, express or implied, of the owner of said vehicle used in connection with a violation of this Section is hereby declared an unlawful vehicle pursuant to Title 5 Chapter 7 of the Village Code and shall be subject to seizure and impoundment by the Village, and the owner of said vehicle shall be liable to the Village for an administrative penalty in accordance with Title 1, Chapter 4 and/or Chapter 11 of this code, in addition to any fines or penalties assessed against the owner or operator of the vehicle, and any towing and storage fees, as hereinafter provided.

SECTION 3: The officers, employees, and/or agents of the Village are hereby authorized to take all action necessary or reasonably required to carry out, give effect to and consummate the amendments contemplated by this Ordinance and to take all action necessary in conformity therewith.

SECTION 4: All past, present, and future acts and doings of Village officials conforming with the purpose and intent of this ordinance are hereby ratified, approved, authorized, and confirmed.

SECTION 5: That the provisions of this Ordinance are hereby declared to be severable and should any provision of this Ordinance be determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable and as though not provided for herein and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

SECTION 6: In the event of any conflict between the terms of this Ordinance and the terms of the Village Code, ordinance or regulation of the Village, the terms of this Ordinance shall

control and prevail in all instances.

SECTION 7: All code provisions, ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

SECTION 8: This Ordinance addresses a crucial safety concern, as such, this Ordinance shall be effective and in full force after passage and approval, unless otherwise provided by law.

Passed this 9th day of January 2024

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

Approved by me this 9th day of January 2024

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

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

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

## Legislative Summary

### Resolution 24-01

#### **AUTHORIZING A CONTRACTUAL AGREEMENT WITH BS&A SOFTWARE LLC FOR THE LICENSING, IMPLEMENTATION, AND MAINTENANCE OF SOFTWARE FOR THE FINANCE AND BUILDING AND INSPECTIONAL SERVICES DEPARTMENTS**

<b>Introduced:</b>	January 9, 2024
<b>Purpose:</b>	To authorize the Village Administrator to execute a contract with BS&A Software LLC of Bath, Michigan for the licensing, implementation and maintenance software for the Finance and Building and Inspectional Services Departments.
<b>Background:</b>	The Village recognizes the need to utilize a software solution to improve the management, business process workflow, and recordkeeping for the Finance and Building and Inspectional Services Departments and is satisfied with its current provider, BS&A Software LLC. However, the IT Manager has been informed that BS&A is phasing out its sale and maintenance plans for desktop software licenses and will only sell and service cloud-based software in the near future. Utilizing cloud-based software will provide Village staff with greater efficiencies and flexibilities, as information can be added or viewed remotely. Following vendor presentations and demonstrations, along with subsequent staff meetings, the Finance and Building Departments and Information Technology Division are recommending the new software be purchased from BS&A Software LLC of Bath Michigan for \$103,360.00 in 2024. The contract also provides for annual maintenance of the software beginning in 2025 at a cost of \$65,000.00 per year. The price will not change for the first two years, and cost increases thereafter will be limited to increases in the Consumer Price Index – All Urban Customers – U.S. City Average (CPI-U).
<b>Programs, Departments or Groups Affected</b>	Finance, Building and IT Departments
<b>Fiscal Impact</b>	2024: \$103,360.00 2025 & 2026: \$65,000.00 per year
<b>Source of Funds:</b>	Account: 02-20-25-55-2170
<b>Workload Impact:</b>	All Village Departments
<b>Admin Recommendation:</b>	Approval as presented.
<b>First Reading:</b>	Not required
<b>Special Considerations or Requirements:</b>	N/A

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

## **RESOLUTION 24-01**

### **AUTHORIZING A CONTRACTUAL AGREEMENT WITH BS&A SOFTWARE LLC FOR THE LICENSING, IMPLEMENTATION, AND MAINTENANCE OF SOFTWARE FOR THE FINANCE AND BUILDING AND INSPECTIONAL SERVICES DEPARTMENTS**

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 recognized the desire to utilize a software solution to improve the management, business process workflow, and recordkeeping for the Finance Department; and

WHEREAS, in 2017, after a competitive bidding and evaluation process, the Village purchased software licenses from BS&A Software of Bath, Michigan (BSA) for the Finance Department pursuant to Resolution 17-43; and

WHEREAS, since 2017, the Village has found this software to be satisfactory and has added additional BSA modules for the Building and Inspectional Services Department; and

WHEREAS, the IT Manager has been informed that BSA is phasing out its sale and maintenance plans for desktop software licenses and will only sell and service cloud-based software; and

WHEREAS, utilizing cloud-based software will provide Village staff with greater efficiencies and flexibilities, as information can be added or viewed remotely; and

WHEREAS, Village staff has negotiated an agreement with BSA for the installation, training, and licensing of cloud based BSA software for the Finance and Building and Inspectional Services Departments which is attached hereto as Exhibit A; and

WHEREAS, under the terms of the Agreement, the Village will pay the sum of \$58,260.00 to upgrade its software to cloud-based modules, and \$45,000.00 for the installation, data conversion, training, and related services for this upgrade for a total due of \$103,260.00 which includes all maintenance and support services during 2024; and

WHEREAS, the contract also provides for annual maintenance of the software beginning in 2025 at a cost of \$65,000.00 per year. The price will not change for the first two years, and cost increases thereafter will be limited to increases in the Consumer Price Index – All Urban Customers – U.S. City Average (CPI-U); and

WHEREAS, the Corporate Authorities believe it is in the best interest of the Village to enter purchase cloud-based software from BSA as set forth in this Resolution.

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 negotiate finalize, and execute, an agreement with BS&A Software, 14965 Abbey Lane, Bath, Michigan 48808 for software and implementation in substantial conformity with Exhibit A.

SECTION 3: The Village Administrator and/or his designees are hereby authorized to take all steps necessary to implement the contract and the purchase, installation, and management of the contract.

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

Passed this 9th day of January 2024

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

## **SOFTWARE AS A SERVICE AGREEMENT**

This Software as a Service Agreement, including the attached Exhibits ("Agreement"), is entered into by and between BS&A Software LLC ("BSA"), a Delaware limited liability company and the Village of Morton Grove, Cook County IL ("Customer"), effective the date of the signature of the last Party to sign the Agreement ("Effective Date"). Each party to the Agreement is referred to as a "Party" and the parties, collectively, are referred to as "Parties."

This Agreement sets the terms and conditions under which BSA will furnish certain Software as a Service ("SaaS") and certain professional services described herein to Customer.

### **SECTION A – SAAS SERVICES**

#### **1. Rights Granted.**

- 1.1.** Upon the Effective Date, subject to the terms of this Agreement and Customer's ongoing compliance therewith, BSA hereby grants to Customer a non-exclusive, non-transferable, and non-assignable license to use the BSA Software Products. "BSA Software Product(s)" means, the: (i) BSA Software as a Service set forth in **Schedule 1 to Exhibit A**; (ii) related interfaces and customizations; (iii) BSA manuals, BSA official specifications, and BSA user guides provided in or with BSA software products set forth in **Schedule 1 to Exhibit A** ("Documentation"); and (iv) all modifications to the BSA software products set forth in **Schedule 1 to Exhibit A**, including, but not limited to, fixes, new versions, new releases, updates, upgrades, corrections, patches, work-arounds (collectively, "Modifications"). For the avoidance of doubt, Documentation does not include advertising, other general statements about products, or statements by sales or other staff members.
- 1.2.** Customer acknowledges that BSA will not ship copies of the BSA Software Products as part of the SaaS Services.

- 2. Restrictions.** Customer will not (i) sublicense, modify, adapt, translate, or otherwise transfer, reverse compile, disassemble or otherwise reverse engineer BSA Software Products or any portion thereof without prior written consent of BSA; (ii) access or otherwise use the BSA Software Products to create or support, and/or assist a third party in creating or supporting software products competing with the BSA Software Products; or (iii) assign, disclose, display, distribute, host, lease, license, outsource, permit timesharing or service bureau use, rent, sell, transfer or otherwise use the BSA Software Products for any commercial use other than fulfilling Customers own internal business purposes. Without limiting the foregoing, the BSA Software Products may not be modified by anyone other than BSA. If Customer modifies the BSA Software Products without BSA's prior written consent, any BSA obligation to provide support services on, and the warranty for, the BSA Software Products will be void. All rights not expressly granted are reserved.

- 3. SaaS Fees.** Customer agrees to pay BSA, and BSA agrees to accept from Customer as payment in full for the rights granted herein, the SaaS fees set forth in **Schedule 1 to Exhibit A**.

#### **4. Ownership.**

- 4.1.** BSA retains all ownership and intellectual property rights to the SaaS Services, the BSA Software Product(s), and anything developed by BSA under this Agreement. Customer does not acquire under this Agreement any license to use the BSA Software Product(s) beyond the scope and/or duration of the SaaS Services. Customer agrees not to challenge such rights and hereby assigns any and all copyrights and other intellectual property rights in and to the BSA Software Products to BSA and agrees to execute any and all documents necessary to effect the purpose of this paragraph. "Intellectual property rights" means all trademarks, copyrights, patents, trade secrets, moral rights, know-how, and all other proprietary rights.

- 4.2. Customer retains all ownership and intellectual property rights to the data.
- 4.3. With regard to Customer's data, BSA represents and warrants that the data can and will be made available to the Customer in a standard SQL format to allow Customer to obtain, move, copy or transfer Customer's data to a different service or IT environment upon termination of this Agreement.

## 5. **Limited Software Warranty.**

- 5.1. BSA warrants, for the term of use granted, that the BSA Software Products will perform without material defects in workmanship or materials. Customer's exclusive remedy in the event of a breach of this warranty shall be to have BSA use reasonable efforts, consistent with industry standards, to repair or replace the non-conforming BSA Software Product so as to render it conforming to the warranty, in accordance with the maintenance and support process set forth below in **Exhibit C** and BSA's then current Support Call Process.
- 5.2. THE FOREGOING LIMITED SOFTWARE WARRANTY IS IN LIEU OF ALL OTHER REPRESENTATIONS OR WARRANTIES RELATING IN ANY WAY TO THE BSA SOFTWARE PRODUCTS INCLUDING, *BUT NOT LIMITED TO*, THEIR FEATURES, ATTRIBUTES, FUNCTIONALITY, AND PERFORMANCE. THE FOREGOING LIMITED SOFTWARE WARRANTY IS IN LIEU OF ALL SUCH REPRESENTATIONS OR WARRANTIES WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR REPRESENTATIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY AND FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM THE COURSE OF DEALING OR USAGE OF TRADE. BSA DOES NOT REPRESENT OR WARRANT THAT THE BSA SOFTWARE PRODUCTS WILL MEET ANY OR ALL OF CUSTOMER'S PARTICULAR REQUIREMENTS, THAT THE OPERATION OF THE BSA SOFTWARE PRODUCTS WILL OPERATE ERROR FREE OR UNINTERRUPTED, OR THAT ALL PROGRAMMING ERRORS IN THE BSA SOFTWARE PRODUCTS CAN BE FOUND IN ORDER TO BE CORRECTED.

- 6. **One Year Money Back Guarantee.** BSA offers a one (1) year Money Back Guarantee on all SaaS products. If, for any reason, Customer is not satisfied with the BSA Software Product, Customer may cancel service within one (1) year of the date that the BSA Software Product becomes available for use ("Activation Date"), for a full refund of the SaaS Fees, as identified in **Schedule 1 to Exhibit A**. Customer must notify BSA of intention to terminate at least thirty (30) days prior to the end of the one (1) year period.

## 7. **SaaS Services.**

- 7.1. BSA's Services are audited at least annually in accordance with the AICPA's Statement on Standards for Attestation Agreements ("SSAE") No. 16, Type 2. BSA has attained, and will maintain, Type II SSAE compliance, or its then current equivalent, for as long as Customer maintains timely payment for SaaS services. Customer may make a written request and, upon execution of a mutually acceptable Non-Disclosure Agreement ("NDA"), BSA will make available a summary of our SSAE-16 compliance report or its equivalent. Every year thereafter, for so long as the NDA is in effect, Customer may make an additional written request for BSA to provide the same information.
- 7.2. Customer will utilize shared hardware in a data center, but in a database dedicated to Customer's use, which is not accessible to other customers.
- 7.3. Microsoft Azure data centers, or any replacement data centers utilized by BSA during the term of this Agreement are accessible only by authorized personnel, for specific business purposes, with prior approval required.
- 7.4. Data centers utilized by BSA will have redundant telecommunications access, electrical power, and the necessary hardware to provide access to the BSA Software Products in the event of a disaster or component failure. In the event any of Customer's data is lost or damaged due to a negligent act or omission of BSA, or due to a defect in the BSA Software Product, BSA will use reasonable commercial efforts to restore data on servers in accordance with the system capabilities and with the objective of minimizing any data loss possible.

BSA's systems are reasonably designed to ensure that the recovery point shall not exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this section, the declaration of disaster shall be declared by BSA in response to issues discovered by BSA, or upon confirmation of issues relayed by Customer to BSA. Said declaration of disaster will not be unreasonably withheld by BSA.

- 7.5. In the event that a backup must be restored due to a declaration of disaster, or database failure, BSA will be responsible for importing backup data and verifying that Customer can log in. Customer will be solely responsible for running reports and testing critical processes to verify the restored data.
- 7.6. BSA's systems are reasonably designed to ensure that, access to the BSA Software Products can be restored within one (1) business day of the declaration of disaster.
- 7.7. BSA performs tests of the disaster recovery plan at least annually. Such tests are not specific to individual Customer databases.
- 7.8. Customer will not attempt to reverse engineer, bypass, or otherwise subvert security restrictions in the BSA Software Products or the SaaS environment related to the BSA Software Products. Unauthorized attempts to access files, passwords, other confidential information, or unauthorized vulnerability and penetration testing of BSA's system (hosted or otherwise) is prohibited without the prior express written approval of BSA.

## **SECTION B – PROFESSIONAL SERVICES**

- 8. **Professional Services.** BSA shall provide the services ("Professional Services") set forth in **Schedule 2 to Exhibit A**, for the prices indicated, provided Customer fulfills its obligations set forth in this Agreement. BSA and Customer may enter into future Statements of Work, which shall become part of this Agreement. Future Statements of Work resulting from a change in scope to the contracted services may necessitate Change Orders to indicate changes to the agreed upon scope of work and any increase or decrease in costs related to the change in scope. Customer acknowledges that the fees stated in the Cost Summary are good-faith estimates of the amount of time and materials required for Customer's implementation. BSA will bill Customer for the actual fees incurred based on the services provided to Customer.
- 9. **Change Orders.** In the event of a change in the agreed upon project scope for professional services not covered or otherwise included in the existing Agreement, Customer shall deliver to BSA's Project Manager a written change order and specify in such change order the proposed work with sufficient detail to enable BSA to evaluate it ("Change Order"). BSA may, at its discretion, prescribe the format of the Change Order. BSA shall provide the Customer with an evaluation of the Change Order, which may include a written proposal containing the following: (i) implementation plan; (ii) the timeframe for performance; and (iii) the estimated price for performance of such change, based on the then current rates for said services. Upon execution, all Change Orders shall be governed by the terms and conditions of this Agreement, unless mutually agreed upon otherwise in writing. Customer acknowledges that such Change Orders may affect the implementation schedule and dates otherwise established as part of the project plan. The implementation schedule and schedule of activities for contracted services (the "Project") shall be established based on a timeline mutually agreed upon between the Parties following the execution of this Agreement.
- 10. **License and Ownership.**
  - 10.1. All rights, including intellectual property rights, in and to work product delivered as a result of Professional Services under this Agreement shall be owned by BSA. For the avoidance of doubt, work product that constitutes a BSA Software Product, or portion thereof shall be governed by Section A of this Agreement, including Section 1.1 thereof.



**10.2.** Subject to Section 10.1 and Customer's compliance with this Agreement (including payment in full), BSA grants to Customer a non-exclusive, non-transferrable, and non-assignable license to use the work product and the intellectual property rights therein for Customer's internal business purposes only.

**11. Cancellation.** In the event Customer cancels or reschedules Professional Services (other than for Force Majeure or breach by BSA), and without prejudice to BSA's other rights and remedies, Customer is liable to BSA for: (i) all non-refundable expenses actually incurred by BSA on Customer's behalf; and (ii) daily Project Management or Training fees associated with the cancelled Professional Services (in accordance with the daily fee rate), if less than thirty (30) days advance notice is given regarding the need to cancel or reschedule and BSA cannot reasonably reassign its affected human resources to other projects where comparable skills are required.

**12. Limited Professional Services Warranty.**

**12.1.** BSA warrants that its Professional Services will be performed in a professional and workmanlike manner, consistent with industry standards. In the event of a breach of the foregoing warranty and a claim in accordance with the breach, BSA's sole obligation and Customer's exclusive remedy with respect to such claim will be to have BSA reperform the portion of the Professional Services with respect to which the warranty has been breached, to bring it into compliance with such warranty. Any claim for breach of the foregoing warranty must be made by notice to BSA within thirty (30) days of performance of the portion of the Professional Services with respect to which the claim is made or said claim shall be deemed waived.

**12.2.** THE FOREGOING LIMITED PROFESSIONAL SERVICES WARRANTY IS IN LIEU OF ALL OTHER REPRESENTATIONS OR WARRANTIES RELATING TO THE PROFESSIONAL SERVICES, EXPRESS OR IMPLIED. INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR REPRESENTATIONS OF MERCHANTABILITY, MERCHANTABILITY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW, OR FROM THE COURSE OF DEALING OR USAGE OF TRADE.

**13. Customer Site Access and Assistance.**

**13.1.** Customer agrees and acknowledges that the implementation of the BSA Software Products is a cooperative process requiring time and resources of Customer personnel. Customer shall, and shall cause Customer personnel to, use all reasonable efforts to cooperate with and assist BSA as may be reasonably required to meet the project deadlines and other project milestones agreed to by the Parties for implementation. BSA shall not be liable for failure to meet such deadlines and milestones when such failure is due to force majeure (as defined in Section 30, below) or to the failure by Customer personnel to provide such cooperation and assistance (either through action or omission.)

**13.2.** At no cost to BSA, Customer agrees to provide to BSA full access to and use of personnel, facilities, and equipment as reasonably necessary for BSA to provide implementation and training services. Such access will be subject to any reasonable security protocols or written policies provided to BSA prior to Effective Date of this Agreement, or mutually agreed to thereafter.

**SECTION C – MAINTENANCE AND SUPPORT**

**14. Maintenance and Support Generally.**

**14.1.** For a one (1) year period, commencing on the Activation Date, and subject to Customer's compliance with the Agreement, BSA will provide, at no charge to Customer, "Maintenance and Support", meaning the following: (i) Modifications (such as patches, corrections and updates) as are generally provided at no additional charge by BSA to BSA customers; and (ii) technical support assistance, as further described in Section 14, during BSA's normal business hours.

- 14.2.** Commencing one (1) year from the Activation Date, Maintenance and Support will continue to be provided subject to compliance with the terms of the Agreement and payment of the SaaS Fees outlined in **Exhibit B**.
- 14.3.** BSA guarantees that the annual SaaS Fees, as set forth in **Exhibit B** will not change for two (2) years from the Activation Date. After that date, BSA reserves the right each year to increase the fee over the previous year by no more than an amount that is proportionate to the increase (measured from the beginning of such previous year) in the Consumer Price Index as set forth by the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index – All Urban Customers – U.S. City Average (CPI-U), or a similar measure should such data become unavailable.
- 14.4.** Maintenance and Support and the SaaS fee do not include amounts that may be due for such items as additional training, additional BSA Software Products, custom development work, hardware purchases, BSA staff time to create or modify report writer based reports, configurable imports or exports, or data entry. Additional fees may be payable for items charged on a per event basis, such as Permit Application Submission Fees related to online permit applications.

## **15. Support.**

- 15.1.** With respect to Errors following expiration of the Limited Software Warranty, BSA's sole obligation and Customer's sole remedy are set forth in this Section 15. Subject to Customer's compliance with the terms of the Agreement and payment of SaaS fees, BSA shall use commercially reasonable efforts, commensurate with the severity level, to achieve its support response and resolution targets with respect to Errors as set forth in **Exhibit C**. An "Error" means a verifiable and reproducible failure of a BSA Software Product to operate in accordance with the Documentation under conditions of normal use and where the Error is directly attributable to the BSA Software Product as updated with current Modifications. If the customer modifies the BSA Software Products without BSA's written consent, BSA's obligation to provide support services on the BSA Software Products will be void.
- 15.2.** Support does not include the following: (i) installation or implementation of the BSA Software Products; (ii) onsite training/support, remote training, application design, and other consulting services; (iii) support of an operating system, hardware, or support outside of BSA's normal business hours; (iv) support or support time due to a cause external to the BSA Software Products adversely affecting their operability or serviceability, which shall include, but not be limited to, water, fire, lightning, other natural calamities, misuse, abuse, or neglect; (v) repair of the BSA Software Products modified in any way other than modifications made by BSA or its authorized agents; and (vi) support of any other third-party vendors' software, such as operating system software, network software, database managers, word processors, etc. All such excluded Maintenance and Support Services performed by BSA at Customer's request shall be invoiced to Customer on a time and materials basis, plus reasonable expenses associated therewith.
- 15.3.** Notwithstanding anything to the contrary, Customer shall provide prompt notice of any Errors discovered by Customer, or otherwise brought to the attention of Customer. Proper notice may include, without limitation, prompt telephonic and written (either via e-mail or postal mail) notice to BSA of any purported Error. If requested by BSA, Customer agrees to provide written documentation of Errors to substantiate those Errors and to otherwise assist BSA in the detection and correction of said Errors. BSA will use its commercially reasonable judgment to determine if an Error exists, and the severity of the Error.
- 15.4.** Customer acknowledges and agrees that BSA and product vendors may require online access to the BSA Software Product in order for BSA to provide Maintenance and Support Services hereunder. Accordingly, Customer shall provide a high-speed internet connection to facilitate BSA's remote access to the BSA Software Products. BSA shall provide remote connection software, which may require installation of a software component on a workstation or server computer.

## **SECTION D – THIRD PARTY PRODUCTS**

## **16. Third Party Products.**

- 16.1.** BSA will sell, deliver and install onsite any hardware products not produced by BSA ("Third-Party Hardware"), if purchased by Customer, for the prices set forth in **Schedule 1 to Exhibit A**, as modified by any subsequent Change Order(s).
- 16.2.** BSA shall not provide any warranty services on Third Party Hardware sold. BSA is not the manufacturer of the Third-Party Products. To the extent applicable, BSA will grant and pass through to Customer any warranty that BSA may receive from the supplier of the Third-Party Product(s).

## **SECTION E – GENERAL TERMS AND CONDITIONS**

### **17. BSA Proprietary Information.**

- 17.1.** Customer acknowledges that the information associated with or contained within the BSA Software Products and information used in the performance of Professional Services include information relating to BSA Software Products, BSA's business, and the terms of this Agreement (the "Proprietary Information").
- 17.2.** Customer shall maintain in confidence and not disclose Proprietary Information, directly or indirectly, to any third party without BSA's prior written consent. Customer shall safeguard the Proprietary Information to the same extent that it safeguards its own most confidential materials or data, but in no event shall the standard implemented be less than industry standard. Proprietary Information shall be used by Customer solely to fulfill its obligations under this Agreement. Customer shall limit its dissemination of such Proprietary Information to employees within the Customer's business organization who are directly involved with the performance of this Agreement and have a need to use such Proprietary Information. Customer shall be responsible for all disclosures by any person receiving Proprietary Information, by or through it, as if Customer itself disseminated such information.
- 17.3.** Proprietary Information shall not include any information that: (a) is or becomes publicly known through no wrongful act of breach of any obligation of confidentiality by Customer; (b) was lawfully known to Customer prior to the time it was disclosed to or learned by Customer in connection with this Agreement, provided that such information is not known to Customer solely because of its prior business relationship with BSA; (c) was received by Customer from a third party that is not under an obligation of confidentiality to BSA; or (d) is independently developed by Customer for a party other than BSA without the use of any Proprietary Information. The following circumstances shall not cause Proprietary Information to fall within any of the exceptions (a) through (d) above: (i) a portion of such Proprietary Information is embraced by more general information said to be in the public domain or previously known to, or subsequently disclosed to, the Customer; or (ii) it is a combination derivable from separate sources of public information, none of which discloses the combination itself.
- 17.4.** If Customer is required, or anticipates that it will be required, to disclose any Confidential Information pursuant to a court order or to a government authority, Customer shall, at its earliest opportunity, provide written notice to BSA so as to give BSA a reasonable opportunity to secure a protective order or take other actions as appropriate. Customer shall at all times cooperate with BSA so as to minimize any disclosure to the extent allowed by applicable law.

- 18. Limitation on Liability and Damages.** BSA'S ENTIRE LIABILITY AND RESPONSIBILITY FOR ANY AND ALL CLAIMS, DAMAGES, OR LOSSES ARISING FROM THE BSA SOFTWARE PRODUCTS (INCLUDING BUT NOT LIMITED TO THEIR USE, OPERATION AND/OR FAILURE TO OPERATE), PROFESSIONAL SERVICES, MAINTENANCE AND SUPPORT, ANY THIRD-PARTY PERFORMANCE OR LACK THEREOF, OR OTHERWISE ARISING OUT OF OR RELATING TO THIS AGREEMENT, SHALL BE ABSOLUTELY LIMITED IN THE AGGREGATE FOR ALL CLAIMS TO DIRECT DAMAGES NOT IN EXCESS OF THE INITIAL SAAS FEES PAID FOR THE FIRST YEAR OF SERVICE OF THE BSA SOFTWARE PRODUCTS

PLUS, TO THE EXTENT APPLICABLE, THE PURCHASE PRICE OF ANY PROFESSIONAL SERVICE SET FORTH IN THIS AGREEMENT THAT GIVES RISE TO A CLAIM. NOTWITHSTANDING ANY PROVISION CONTAINED HEREIN, BSA SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR CONTINGENT DAMAGES OR EXPENSES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, ARISING IN ANY WAY OUT OF THIS AGREEMENT, BSA SOFTWARE PRODUCTS, ANY THIRD-PARTY PERFORMANCE, OR LACK THEREOF, OR BSA'S PERFORMANCE, OR LACK THEREOF, UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LOSS OF REVENUE, PROFIT, OR LOSS OF USE. TO THE EXTENT THAT APPLICABLE LAW DOES NOT PERMIT THE LIMITATIONS SET FORTH HEREIN, THE LIABILITY AND DAMAGES SHALL BE LIMITED AND RESTRICTED TO THE EXTENT PERMITTED BY LAW.

- 19. Additional Disclaimer.** BSA PROVIDES NO WARRANTY FOR ANY THIRD-PARTY SOFTWARE AND/OR HARDWARE, EXCEPT AS SET FORTH IN THIS AGREEMENT, BSA WILL NOT BE RESPONSIBLE FOR ANY THIRD-PARTY SOFTWARE, THIRD-PARTY SERVICES AND/OR HARDWARE.

**Indemnification for Intellectual Property Infringement.** If a claim is made or an action is brought alleging that a BSA Software Product infringes on a U.S. patent, or any copyright, trademark, trade secret or other proprietary right, BSA will defend Customer against such claim and will pay resulting costs and damages finally awarded, provided that: (a) customer promptly notifies BSA in writing of the claim; (b) BSA has sole control of the defense and all related settlement negotiations; (c) Customer reasonably cooperates in such defense at no expense to BSA; and (d) Customer remains in compliance with the Agreement and has continued to remain current on payment of SaaS fees. The obligations of BSA under this Section are conditioned on Customer's agreement that if the applicable BSA Software Product, in whole or in part, or the use or operation thereof, becomes, or in the opinion of BSA is likely to become, the subject of such a claim, BSA may at its expense and without obligation to do so, either procure the right for the Customer to continue using the BSA Software Product or, at the option of BSA, replace or modify the same so that it becomes non-infringing (provided such replacement or modification maintains the same material functionality and does not adversely affect Customer's use of the Update as contemplated hereunder). In the event that BSA provides a replacement for Customer, Customer shall cease use of the infringing product immediately upon receiving the replacement. THIS SECTION 20 SETS FORTH THE ENTIRE LIABILITY AND OBLIGATION OF BSA AND THE SOLE AND EXCLUSIVE REMEDY FOR CUSTOMER FOR ANY DAMAGES ARISING FROM ANY CLAIM OR ACTION COVERED BY THIS SECTION 20.

- 20. No Intended Third-Party Beneficiaries.** This Agreement is entered into solely for the benefit of BSA and Customer. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement.

- 21. Governing Law and Venue.** This Agreement shall be governed by, and construed in accordance with, the laws of the state of Michigan, without regard to its choice of law rules. BSA and the Customer agree that the exclusive venue for any legal or equitable action shall be the Courts of the County of Clinton, State of Michigan, or in any court in the United States of America lying in the Western District of Michigan.

- 22. Entire Agreement.** This Agreement represents the entire agreement of Customer and BSA with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Customer hereby acknowledges that in entering into this Agreement, it did not rely on any information not explicitly set forth in this Agreement.

- 23. Contract Term.** This initial term of this Agreement extends from the Effective Date of the Agreement until one (1) year from the Activation Date. Upon expiration of the initial term, this Agreement will renew automatically for successive one (1) year terms under the same terms and conditions set forth herein without further documentation

being required unless and until either party provides written notice to the other party, at least sixty (60) days prior to the end of the then current term. Customer's right to access or use the BSA Software Product will terminate at the end of the Agreement.

- 24. Payment Terms.** Customer shall pay BSA for all amounts in accordance with this Agreement and **Exhibit A**.
- 25. Termination.** Without prejudice to other rights and remedies, and except as otherwise provided in this Agreement, either Party may terminate this Agreement as set forth below. Upon termination of this Agreement: (a) Customer shall promptly pay BSA for all fees and expenses that are not subject to a good faith dispute and that are related to the software, products, and/or services received, or expenses BSA has incurred or delivered, prior to the effective date of the termination (b) Customer shall return or destroy, at the direction of BSA, BSA's Proprietary Information in its possession. The termination of this Agreement will not discharge or otherwise affect any pre-termination obligations of either Party existing under this Agreement at the time of termination. Sections 2, 4, 16 through 18, 21-23, 25 -39, and the provisions of this Agreement which by their nature extend beyond the termination of this Agreement, will survive the termination of the Agreement. No action arising out of this Agreement, regardless of the form of action, may be brought by Customer more than one (1) year after the date the action occurred.
- 25.1. Termination for Cause.** If Customer believes that BSA has materially breached this Agreement, Customer may terminate this Agreement for Cause in the event BSA does not cure, or create a mutually agreeable plan to address, a material breach of this agreement within thirty (30) days after Notification by Customer. Notice shall be provided in accordance with Section 31, below.
- 25.2. Force Majeure.** Either Party may terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or greater.
- 25.3. Lack of Appropriations.** If Customer cannot appropriate, or otherwise make available funds sufficient to continue to utilize the SaaS Services, Customer may unilaterally terminate this Agreement with thirty (30) days written notice to BSA. Customer shall not be entitled to a refund, offset, or credit for previously paid, but unused SaaS fees.
- 25.4. Failure to Pay SaaS Fees.** Customer acknowledges that timely payment of SaaS Fees is necessary to maintain continued access to the SaaS Services. In Customer does not make timely payment of SaaS fees, BSA may discontinue the SaaS Services, and deny access to the BSA Software Products. If such failure to pay is not cured within forty-five (45) days of receiving BSA's notice of intent to terminate, BSA may terminate this Agreement.
- 25.5. Convenience.** If Customer terminates SaaS Services for convenience, any SaaS fees already paid will not be prorated, and will be retained by BSA.
- 26. Severability.** If any term or provision of this Agreement, or the application thereof, to any extent, is held invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected thereby, and each term and provision of this Agreement will be valid and enforced to the fullest extent permitted by law.
- 27. No Waiver.** In the event that any terms or conditions of this Agreement are not strictly enforced by either Party, such nonenforcement will not act as, or be deemed as, a waiver or modification to this Agreement, nor will such nonenforcement prevent either Party from enforcing terms of the Agreement thereafter.
- 28. Successors and Assigns.** This Agreement shall be binding upon the successors, permitted assigns, representatives, and heirs of the Parties hereto. For avoidance of doubt, any expanded use by Customer of the Program, for example, in the event of annexation or desired shared services, shall require the consent of BSA.

**29. Force Majeure.** "Force Majeure" is defined as an event beyond the reasonable control of a Party, including governmental action, war, riot or civil commotion, fire, natural disaster, epidemic, pandemic, other public health emergency, problematic weather, lack of availability of Customer provided technology, labor disputes, restraints affecting shipping or credit, delay of carriers or any other cause that could not, with reasonable diligence, be foreseen, controlled or prevented by the Party. Neither Party shall be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure.

**30. Notice.** All notices, requests, demands, and determinations under the Agreement (other than routine operational communications), shall be in writing and shall be deemed duly given: (i) when delivered by hand; (ii) one (1) business day after being given to a nationally recognized overnight delivery service for next-business-day delivery, all fees prepaid; (iii) when sent by confirmed facsimile with a copy sent by another means specified in this provision; or (iv) six (6) calendar days after the day of mailing, when mailed by United States mail, *via* registered or certified mail, return receipt requested, postage prepaid, and in each case addressed as shall be set forth below. A Party may from time-to-time change its address or designee for notification purposes by giving the other prior written notice of the new address or designee and the date upon which it will become effective.

If to BSA:  
BSA Software  
14965 Abbey Lane  
Bath, MI 48808  
Attn: Contracts Manager  
Telephone: 517-641-8900

If to Customer:  
Village of Morton Grove  
6101 Capulina Ave  
Morton Grove, IL 60053  
Telephone: (847) 370-1649

**31. Independent Contractor.** This is not an agreement of partnership or employment of BSA or any of BSA's employees by Customer. BSA is an independent contractor for all purposes under this Agreement.

**32. Cooperative Procurement.** To the maximum extent permitted by applicable law, BSA agrees that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. BSA reserves the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances fitting to that cooperative procurement.

**33. Business License.** In the event a local business license is required for BSA to perform the services under this Agreement, Customer agrees to promptly notify and inform BSA of such requirement, as well as to provide BSA with the necessary paperwork and contact information so that BSA can obtain such license in a timely manner.

**34. Nondiscrimination.** BSA will not discriminate against any person employed, or applying for employment, concerning the performance of BSA's responsibilities under this Agreement. This discrimination prohibition will apply to all matters of employment including hiring, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that does not impact the individual's ability to perform the duties of a

particular job or position, height, weight, marital status, or political affiliation. BSA will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

**35. Taxes.** Fees for SaaS Services, Professional Services, or any other fees shown in Schedule 1 to Exhibit A do not include any taxes, including, without limitation, any sales, use or excise tax. Customer shall be responsible for all taxes, exclusive of taxes on BSA's net income, arising out of this Agreement. If Customer is not validly tax-exempt, and BSA is required to remit taxes on customer's behalf, Customer agrees to reimburse BSA for any taxes by BSA.

**36. Contract Documents and Order of Precedence.** The text of this Agreement without any Exhibits and Schedules shall control over any inconsistent text in any of the Exhibits or Schedules. This Agreement includes the following Exhibits and Schedules:

Exhibit A – Payment Terms Generally

Schedule 1 to Exhibit A – SaaS/Interface/Customization Fees

Schedule 2 to Exhibit A – Professional Service Fees

Exhibit B – Annual Service and Hosting Fees

Exhibit C – Support Call Process

Exhibit D – Service Level Agreement

**IN WITNESS THEREOF,** the Parties hereto have executed this Agreement as of the dates set forth below.

**BS&A SOFTWARE, LLC**

**CUSTOMER**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT A**

### **Payment Terms**

1. Customer shall pay undisputed invoices to BSA in conformance with the requirements of the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 *et seq*) ("Prompt Payment Act").
2. Any amount not subject to good faith dispute and not paid within fifteen (15) days of the due date of each invoice shall, without prejudice to other rights and remedies, be subject to an interest charge equal to the lesser of 1.5% monthly or the maximum interest charge permissible under applicable law, payable on demand. Any charges not disputed by Customer in good faith will be deemed approved and accepted by Customer. For purposes of this Agreement, a good faith dispute regarding amounts owed exists only if Customer provides in writing at least ten (10) days prior to due date of payment on the invoice, notification of such dispute, the specific portion of the invoice in dispute, and the specific grounds of the dispute (which must be asserted in good faith), and Customer pays in timely fashion such portions that are not subject to such dispute.
3. In the event of a phased implementation approach, where different modules are implemented with separate go-live phases, the SaaS fees, Implementation and Training costs and travel expenses shall be invoiced separately for each separate phase of the project.
4. BSA shall invoice Customer \$22,550 upon Effective Date for one half of BSA's Upgrade Implementation fees as set forth in Schedule 2.
5. BSA shall invoice Customer \$58,260 upon activation of Customer's site for use of the BSA Software Product(s). Such amount equals BSA's SaaS Fees as set forth in Schedule 1.
6. BSA shall invoice Customer \$22,550 at completion of Implementation and Training. Such amount equals one half of Upgrade Implementation fees, as set forth in Schedule 2.



**Schedule 1 to Exhibit A**

**SaaS Fees**

**Upgrade - Cloud Modules**

**Financial Management**

General Ledger	<b>\$7,525</b>
Accounts Payable	<b>\$6,155</b>
Cash Receipting	<b>\$6,955</b>
Accounts Receivable	<b>\$5,855</b>
Purchase Order	<b>\$6,055</b>
Utility Billing ( <i>approximately 8,000 utility accounts</i> )	<b>\$9,200</b>

**Community Development**

Building Department	<b>\$10,560</b>
Business Licensing	<b>\$5,955</b>

**BS&A Online**

Community Development <i>Permit Application Feature - Enables contractors and the general public to submit permit applications online (A fee of \$3/application is accumulated and billed to the municipality).</i>	<b>\$0</b>
Public Records Search + Online Bill Pay <i>With use of integrated Credit Card Processor</i>	<b>\$0</b>

Subtotal **\$58,260**

## **Schedule 2 to Exhibit A**

### **Professional Services Fees**

#### **Upgrade Implementation**

**Services include:**

- *Management of your upgrade by our dedicated upgrade team for a smooth shift from .NET to cloud-based software, minimizing disruption*
- *Project schedule aligned with your processes and needs, ensuring a seamless transition timeline*
- *Expedited upgrade to cloud capturing existing process to minimize demands required of client teams*
- *Onboarding planned around critical process dates, ensuring your team is well-prepared for effective cloud software utilization*
- *Central contact for streamlined communication between project leaders, developers, IT staff, and conversion resources*
- *Testing and implementation of existing municipal customizations prior to go-live, preserving functionality and ensuring critical components are converted*
- *Preliminary data conversion with attachments, mirroring final conversion for a smooth transition*
- *Thorough data verification for all modules, ensuring accuracy and reliability of converted data, including automated balancing*
- *Key module validation managed by dedicated upgrade team (vs. customer in previous methodology), including testing of parallel processes*
- *Migration of key custom user-based designed reports handled out-the-box, enabling seamless access to critical insights.*
- *As needed, transition from .NET Online Payments to cloud architecture configuration for uninterrupted payment processing.*
- *Automated scaffolding of users and security roles based on your previous configurations*
- *Conversion of approval workflows based on role-based security, maintaining established processes*
- *As needed, configuration of existing hardware (barcode scanners, etc.) for seamless integration with cloud environment*
- *Documentation of our standard processes, facilitating easy access to essential information*
- *Upgrade training*
- *Prioritized response post go-live for 2 weeks from the upgrade team*
- *3 post go-live survey touch points to check-in on post-go live experience*
- *Remote go-live assistance and remote office hours for a successful transition to the cloud-based software*
- *Travel not expected, but any necessary travel would be billed at a per trip and/or per day cost*

**\$45,100**

## **EXHIBIT B**

### **Annual Service Fees**

*Unlimited support is included in your Annual Service Fee. Service Fees are billed annually. After two (2) years, BS&A Software reserves the right to increase the Annual Service Fee by no more than the yearly Consumers Price Index for All Urban Consumers U.S. city average (CPI-U)."*

<b>Financial Management</b>	
General Ledger	\$7,525
Accounts Payable	\$6,155
Cash Receipting	\$6,955
Accounts Receivable	\$5,855
Purchase Order	\$6,055
Utility Billing	\$9,200
<b>Community Development</b>	
Building Department	\$10,560
Business Licensing	\$5,955
<b>BS&amp;A Online</b>	
Community Development	\$4,759
Public Records Search	\$2,787
<b>Total Annual Service Fees</b>	<b>\$65,806</b>

## **EXHIBIT C**

### **Support Call Process**

BSA's standard hours for telephone support are from 8:30 a.m. to 6:00 p.m. (EST), Monday through Thursday, and from 8:30 a.m. to 5:00 p.m. (EST), Fridays, excluding holidays.

Customer can lodge a support request in three ways: (i) **Contact Customer Support** option located within the Help menu of all of BSA's applications (ii) BSA's toll-free support line (1-855-BSA-SOFT) or via email.

BSA targets less than thirty (30) minutes for initial response ("Initial Response Target").

#### **Customer service requests fall into four main categories:**

- A. Technical.** Questions or usage issues relating to I.T. functionality, future hardware purchases, and configuration. BSA tries to resolve these issues within BSA's Initial Response Target or as soon thereafter as reasonably possible.
- B. Questions/Support.** General questions regarding functionality, use, and set-up of the applications. BSA tries to resolve these issues within BSA's Initial Response Target or as soon thereafter as reasonably possible.
- C. Requests.** Customer requests for future enhancements to the applications. Key product management personnel meet with development staff on a regular basis to discuss the desirability and priority of such requests. BSA tries to resolve these issues within BSA's Initial Response Target or as soon thereafter as reasonably possible.
- D. Issues/Bugs.** Errors fall into three (3) subcategories:
  - i. Critical.** Cases where an Error has rendered the application or a material component unusable or not usable without substantial inconvenience causing material and detrimental consequences to business -- with no viable Customer workaround or alternative. The targeted resolution time for critical issues is less than one (1) business day.
  - ii. Moderate.** Cases where an Error causes substantial inconvenience and added burden, but the application is still usable by Customer. The targeted resolution time for all moderate issues is within two (2) weeks, which is within BSA's standard update cycle.
  - iii. Minimal.** Cases that are mostly cosmetic in nature, and do not substantially impede functionality in any significant way. These issues are assigned a priority level at BSA's regular meetings, and resolution times are based on the specified priority.

#### **Remote Support Process**

Some support calls may require further analysis of Customer's database or set-up to diagnose a problem or to assist Customer with a question. BSA's remote support tools share Customer's desktop *via* the Internet to provide Customer with virtual on-site support. BSA's support team is able to connect remotely to Customer's desktop and view its setup, diagnose problems, or assist Customer with screen navigation.

## **Exhibit D**

### **Service Level Agreement**

#### **A. Agreement Overview**

This Service Level Agreement ("SLA") operates in conjunction with the Agreement, without superseding or replacing any part of the Agreement. The SLA outlines the information technology service levels BSA will provide to Customer in order to ensure the availability of the BSA Software Product(s) Customer has contracted for BSA to provide. All other support services are documented in the Agreement.

#### **B. Service Availability**

The total number of minutes in a calendar quarter that the BSA Software Product(s) are capable of receiving, processing and responding to requests, not inclusive of system maintenance, Customer Incidents and Force Majeure ("Service Availability") of the BSA Software Product(s) is intended to be 24/7/365. BSA sets Service Availability goals and measure whether BSA has met those goals by tracking the percentage of time that the BSA Software Product(s) are available during a calendar quarter, with percentages rounded to the nearest whole number ("Attainment").

##### **i. Customer Responsibilities**

Whenever Customer experiences time when the BSA Software Product(s) are not available for use, due to service unavailability ("Downtime"), Customer shall, as a condition of receiving relief, make a support call according to the procedures outlined in the Support Call process. Customer will receive a support incident tracking number.

As a condition to receiving Customer Relief, per sub-section iii below, Customer must Document, in writing, all Downtime that Customer has experienced during a calendar quarter. Customer must deliver documentation of Downtime to BSA within 30 days of the end of the calendar quarter.

The documentation provided by Customer must provide clear and convincing evidence of the Downtime. It must include, for example, the support incident tracking number(s) as well as the date, time and duration of the Downtime.

##### **ii. BSA responsibilities**

When BSA receives a call from Customer that Downtime has occurred or is occurring, BSA will work with Customer to identify the cause of the Downtime including whether the cause may be the result of a Customer applications, content, equipment, or the acts or omissions of any of Customer's service users or third-party providers over whom BSA exercises no control ("Customer Incident"). BSA will also work with Customer to resume normal use of the BSA Software Product(s).

Upon timely receipt of Customer's Downtime report, BSA will compare the Downtime report to BSA's own outage logs and support tickets in order to verify that Downtime for which BSA is responsible occurred.

BSA will respond to Customer's Downtime report within thirty (30) days of receipt. To the extent BSA confirms Downtime for which BSA is responsible, BSA will provide Customer with the relief set forth below.

### iii. Customer Relief

When the Service Availability goal is not met due to confirmed Downtime, BSA will provide Customer with relief that corresponds to the percentage amount by which that goal was not met, as set forth in the relief schedule below.

Notwithstanding the above, the total amount of all relief that would be due to Customer under this SLA per quarter will not exceed five percent (5%) of one quarter of the current SaaS fee. The total credits confirmed by BSA in one or more quarters of a billing cycle will be applied to the next standard billing. Issuance of credits shall be Customer's sole remedy for Downtime; provided, however, issuance of such credit does not relieve BSA of the obligation under the Agreement to correct the problem which created the Downtime.

Each quarter, BSA will compare confirmed Downtime to Service Availability. In the event that Attainment does not meet the targeted Attainment, BSA will provide the following relief to Customer, calculated on a quarterly basis, and applied to the next regular billing of the SaaS fee.

**Customer Relief Schedule**

Targeted Attainment	Achieved Attainment	Customer Relief
100%	98-99%	Remedial action will be taken.
100%	95-97%	4% credit of fee for affected calendar quarter, credited to next regular billing.
100%	<95%	5% credit of fee for affected calendar quarter, credited to next regular billing.

Customer may request a report from BSA which documents the preceding quarter's Service Availability, Downtime, and any remedial actions that have been or will be taken, as well as any credits that may be issued to Customer.

### C. Applicability

The commitments set forth in this SLA do not apply during maintenance windows, Customer Incidents, or Force Majeure. BSA will use reasonable efforts to perform system maintenance at times which are historically evidenced to have limited system usage. In the event that maintenance occurs during periods of higher system usage, BSA will provide Customer advance notice of those maintenance events, to allow Customer to prepare for those maintenance events.

### D. Force Majeure

Customer will not hold BSA responsible for not meeting targeted Attainment levels outlined in this SLA to the extent that such failure is caused by Force Majeure.

## Legislative Summary

### Resolution 24-02

#### **AUTHORIZING A CONTRACT WITH CORE AND MAIN OF CAROL STREAM, ILLINOIS FOR THE 2024 FIRE HYDRANT REPLACEMENT PROGRAM**

<b>Introduced:</b>	January 9, 2024
<b>Purpose:</b>	To authorize the Village Administrator to execute a contract with Core and Main for the purchase of Fire Hydrants for the 2024 Fire Hydrant Replacement Program.
<b>Background:</b>	Over the past eight (8) years, the Village has implemented an annual fire hydrant replacement program. This program aims to replace fire hydrants that have reached their useful service life, or for which parts are either unavailable or cost prohibitive. Some hydrants to be replaced were installed over 90 years ago. The contract was advertised, and four (4) sealed bids were received. The lowest bid was from Core and Main of Carol Stream, Illinois with the bid amount of \$74,804.00 for twenty (20) fire hydrants (see Exhibit A). The bid amount is based upon unit pricing proposed by the supplier for the number of units the Village determines purchase. This Resolution will approve a contract with Core and Main for the 2024 Fire Hydrant Replacement Program in the amount of \$74,804.00.
<b>Departments or Groups Affected</b>	Public Works Department
<b>Fiscal Impact:</b>	\$74,804.00
<b>Source of Funds:</b>	2024 Adopted Budget - Water Enterprise Fund Account Number 40-50-33-56-4120
<b>Workload Impact:</b>	The Public Works Department, as part of its regular work activities, will manage and implement the project.
<b>Administrator Recommendation:</b>	Approval as presented.
<b>Second Reading:</b>	Not Required
<b>Special Considerations or Requirements:</b>	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 24-02**

### **AUTHORIZING A CONTRACT WITH CORE AND MAIN OF CAROL STREAM, ILLINOIS FOR THE 2024 FIRE HYDRANT REPLACEMENT 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 over the last eight (8) years has implemented an annual Fire Hydrant Replacement Program; and

WHEREAS, the purpose of this program is to replace out-of-date fire hydrants; and

WHEREAS, some of the hydrants getting replaced were installed over 90 years ago and parts are either unavailable or cost prohibitive; and

WHEREAS, the contract was advertised, and four (4) sealed bids were received; and

WHEREAS, the lowest bid was from Core and Main LP, of Carol Stream, Illinois with the bid amount of \$74,804.00 for Twenty (20) Fire Hydrants see (Exhibit A); and

WHEREAS, Core and Main LP's bid has been determined to be the lowest responsive bid; 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 Core and Main for the 2024 Fire Hydrant Replacement Program in an amount of \$74,804.00; and

WHEREAS, funding for the above purchase is available in the 2024 Adopted Budget – Water Enterprise Fund Account Number 40-50-33-56-4120.

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

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

SECTION 2: The Village Administrator is hereby authorized to execute a contract for the purchase of Twenty (20) Fire Hydrants from Core and Main LP of Carol Stream, Illinois in the amount of \$74,804.00.

SECTION 3: The Village Administrator and Director of Public Works and their designees are authorized to take all steps necessary to implement the contract with Core and Main LP.



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

Passed this 9th day of January 2024

Trustee Khan \_\_\_\_\_

Trustee Minx \_\_\_\_\_

Trustee Shiba \_\_\_\_\_

Trustee Thill \_\_\_\_\_

Trustee Travis \_\_\_\_\_

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

Village of Morton Grove, Cook County, Illinois  
2024 Fire Hydrant Purchasing Program  
Bid Tabulation  
Bid Opening: December 21, 2023 - 10:00 a.m.

				Engineer's Estimate		Core & Main 3415 Ohio Street Carol Stream, IL 60174		Ziebell Water Service Products, Inc. 1405 W. Fullerton Avenue Addison, IL 60101		Water Products Company 3255 E. New York Street Aurora, IL 60504		Mid-American Water 1125 N. Old Rand Road Wauconda, IL 60084	
PAY ITEM	PAY ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST
1	Fire Hydrant waterousWB-67-250 - Flanged Shoe	Each	18			\$3,741.00	\$67,338.00	\$3,800.00	\$68,400.00	\$3,798.00	\$68,364.00	\$3,782.34	\$68,082.12
2	Fire Hydrant waterousWB-67-250 - MJ Shoe		2			\$3,733.00	\$7,466.00	\$3,815.00	\$7,630.00	\$3,769.00	\$7,538.00	\$3,796.52	\$7,593.04
CORRECTED TOTAL PROPOSAL AMOUNT					\$0.00		\$74,804.00		\$76,030.00		\$75,902.00		\$75,675.16
AS-READ PROPOSAL AMOUNT							\$74,804.00		\$76,030.00		\$75,902.00		\$75,675.16

Apparent Low Bidder: Core & Main  
Apparent Low Bid Amount: \$74,804.00  
Engineer's Estimate of Cost: \$0.00  
Difference: \$74,804.00

## Legislative Summary

### Resolution 24-03

#### **AUTHORIZING A CONTRACT WITH LYONS ELECTRIC COMPANY, INC. TO REPLACE THE GENERATOR AT FIRE STATION 5**

<b>Introduced:</b>	January 9, 2024
<b>Purpose:</b>	To authorize the Village Administrator to execute a contract with Lyons Electric Company, Inc. for the replacement of the generator at Fire Station 5.
<b>Background:</b>	Public Works staff maintains emergency generators at all village-operated municipal facilities. The existing 40-kilowatt (KW) Caterpillar Olympian generator at Fire Station 5, which was installed in 2001, has reached the end of its useful service life and needs to be replaced. This contract was bid through a public process in accordance with Village requirements. Three sealed bids were received. The bid tabulation is attached in Exhibit "A". Lyons Electric Company, Inc. submitted the lowest base bid in the amount of \$65,150.00. Lyons Electric Company, Inc. has performed work for the Village in the past and is qualified for this project. This contract shall conform to the requirements of the Prevailing Wage Act.
<b>Programs, Departments or Groups Affected</b>	Fire Department and Public Works Staff
<b>Fiscal Impact:</b>	\$65,150.00
<b>Source of Funds:</b>	2024 Municipal Building Capital Improvements Account 02-80-24-57-1032
<b>Workload Impact:</b>	The Public Works Department, as part of their normal work activities, will perform the management and implementation of the project.
<b>Administrator Recommendation:</b>	Approval as presented.
<b>Second Reading:</b>	Not Required
<b>Special Considerations or Requirements:</b>	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: Bill Burns, Public Works Superintendent

## **RESOLUTION 24-03**

### **AUTHORIZING A CONTRACT WITH LYONS ELECTRIC COMPANY, INC. TO REPLACE THE GENERATOR AT FIRE STATION 5**

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, Public Works staff maintains emergency generators at its municipal facilities; and

WHEREAS, the 40-kilowatt (KW) Caterpillar Olympian generator that serves the Fire Station at 8954 Shermer Road was installed in 2001; and

WHEREAS, staff has determined this generator has outlived its dependable service life; and

WHEREAS, the Public Works Department advertised on the Village's website beginning December 4, 2023, inviting bids for "Fire Station 5 Generator Replacement"; and

WHEREAS, a non-mandatory pre-bid meeting was conducted with prospective bidders at 10:00 AM on December 7, 2023; and

WHEREAS, twenty (20) contractors requested the bidding documents; and

WHEREAS, three (3) bids were received, publicly opened and read at the Morton Grove Village Hall at 10:00 AM on December 19, 2023 with the bid results in Exhibit "A"; and

WHEREAS, Lyons Electric Company, Inc. Located at 650 E. Elm Avenue, La Grange, Illinois 60525 bid in the amount of \$65,150.00 was determined to be the lowest bidder for this project; and

WHEREAS, Lyons Electric Company Inc. has contracted with the Village of Morton Grove to maintain its street lighting contract for many years and is qualified for this project; and

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

WHEREAS, funding for the above work is available in the 2024 Municipal Buildings Adopted Capital Improvements Budget Account Numbers 02-80-24-57-1032.

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 Lyons Electric Company, Inc. of 650 E. Elm Avenue La Grange, IL 60525 in the amount of \$65,150.00.

SECTION 3: The Village Administrator is hereby authorized to execute a contract with Lyons Electric Company, Inc. for Fire Station 5 Generator Replacement in the amount of \$65,150.00.

SECTION 4: The Village Administrator and Director of Public Works or their designees are authorized to take all steps necessary to implement the contract with Lyons Electric Company, Inc.

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

Passed this 9th day of January 2024

Trustee Khan \_\_\_\_\_

Trustee Minx \_\_\_\_\_

Trustee Shiba \_\_\_\_\_

Trustee Thill \_\_\_\_\_

Trustee Travis \_\_\_\_\_

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"

Village of Morton Grove, Cook County, Illinois  
Fire Station 5 Generator Replacement

Bid Tabulation

Bid Opening: December 19, 2023, 10:00 a.m.

				Engineer's Estimate		Newcastle Electric Inc. 1505 Industrial Drive Itasca, Illinois 60143		Powerlink Electric, LLC 400 Corporate Woods Parkway Vernon Hills, Illinois 60061		Lyons Electric ompany, Inc. 650 E. Elm Avenue La Grange, Illinois 60525	
PAY ITEM	PAY ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST
Base bid A	Removal, diposal fo the existing 40KW stand by generator system and installation of a new 40KW standby generator system according to the scope of work and technical specifications: Attachment "A"	1	1	\$95,000.00	\$95,000.00	\$65,500.00	\$65,500.00	\$75,584.00	\$75,584.00	\$65,150.00	\$65,150.00
Alternate Bid A	Rental and temporary connection of a 40 KW generator to the facility to remain in place from the time the existing generator is disconnected untilt he new generator is in service	1	1	\$15,000.00	\$15,000.00	\$5,600.00	\$5,600.00	\$5,350.00	\$5,350.00	\$4,500.00	\$4,500.00
Alternate Bid B	Install a permanent cam lock panel, with electrical connections, to the existing facility for connection of a temporary generator	1	1	\$22,000.00	\$22,000.00	\$18,000.00	\$18,000.00	\$6,120.00	\$6,120.00	\$27,895.00	\$27,895.00
CORRECTED TOTAL PROPOSAL AMOUNT				132.000.00		\$89,100.00		\$87,054.00		\$97,545.00	
AS-READ PROPOSAL AMOUNT						\$65,500.00		\$75,584.00		\$65,150.00	

Apparent Low Bidder: Powerlink Electric, LLC  
Apparent Low Bid Amount: \$87,054.00  
Engineer's Estimate of Cost: 132.000.00  
Difference: #VALUE!

## Legislative Summary

### Resolution 24-04

#### **AUTHORIZING AN AGREEMENT WITH CIORBA GROUP, INC. TO PROVIDE CONSTRUCTION ENGINEERING SERVICES FOR AUSTIN AVENUE IMPROVEMENTS (MFT SECTION 12-00106-00-PV)**

<b>Introduced:</b>	January 9, 2024
<b>Purpose:</b>	To authorize an agreement with Ciorba Group, Inc. to provide construction engineering services for upcoming federally funded construction improvements on Austin Avenue and Oakton Street.
<b>Background:</b>	The Village has been developing a project to make improvements on Austin Avenue and Oakton Street since 2012 utilizing some federal funding provided by the State of Illinois. The Illinois Department of Transportation will be advertising the construction contract for bids in February and March 2024. The construction engineering for this contract exceeds the capacity of the Public Works Department. The Village followed a qualifications-based process to select Ciorba Group, Inc. to provide construction engineering services. The Village is responsible for hiring and paying the construction engineering costs of \$369,790.00 and the state will reimburse the Village for eligible construction engineering expenses estimated to be up to \$217,274.00. As part of the state's bidding process, the Village needs to provide the construction engineering agreement ahead of the advertisement and according to the state's schedule.
<b>Departments Affected</b>	Public Works Department
<b>Fiscal Impact:</b>	\$369,790.00 with up to \$217,274.00 expected to be reimbursed from IDOT
<b>Source of Funds:</b>	2024 Capital Projects Fund Account Number 30-50-60-55-2140
<b>Workload Impact:</b>	The Public Works Department as part of their normal work activities will perform the management and implementation of the project.
<b>Administrator Recommendation:</b>	Approval as presented.
<b>2<sup>nd</sup> Reading:</b>	Not Required
<b>Special Requirements:</b>	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 24-04**

### **AUTHORIZING AN AGREEMENT WITH CIORBA GROUP, INC. TO PROVIDE CONSTRUCTION ENGINEERING SERVICES FOR AUSTIN AVENUE IMPROVEMENTS (MFT SECTION 12-00106-00-PV)**

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 is proposing a project to include partial reconstruction and resurfacing of Austin Avenue, storm and sanitary sewer improvements, traffic signal modernization at Austin Avenue and Oakton Street, curb ramp upgrades, pavement patching, and sanitary sewer on Oakton Street; and

WHEREAS, the Village has been allotted federal funding for construction and construction engineering for the improvements described above; and

WHEREAS, the Village is responsible for selecting a qualified engineering firm to provide the engineering services; and

WHEREAS, the Village is responsible for the paying all costs associated with the construction engineering services and will request reimbursement from the Illinois Department of Transportation for the federal share of the cost which is expected to be \$217,274.00; and

WHEREAS, to remain eligible for federal aid, federal regulations require a qualification-based selection for engineering services exceeding a cost threshold; and

WHEREAS, the Village issued a Request for Qualifications on August 22, 2023, for construction engineering services for Austin Avenue Improvements requesting Statements of Qualifications by September 8, 2023; and

WHEREAS, six (6) Statements of Qualifications were received and evaluated; and

WHEREAS, Ciorba Group, Inc. was ranked the highest; and

WHEREAS, Village staff negotiated a scope of services with Ciorba Group, Inc. in the amount of \$369,790.00 for the construction engineering services; and

WHEREAS funding for the above work in the amount of \$400,000 is allocated for Austin Avenue Improvements within the 2024 Adopted Budget Capital Projects Fund Account Number 30-50-60-55-2140; and

WHEREAS the Illinois Department of Transportation requires use of their agreement forms when using federal funding; and

WHEREAS, the proposed improvement the Village refers to as Austin Avenue Improvements has been identified by the Illinois Department of Transportation as Section No: 12-00106-00-PV, Job No.: C-91-225-13, and Project No.: 5F16(675); and



WHEREAS the construction engineering agreement form required by the Illinois Department of Transportation are 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 President is hereby authorized to execute and the Village Clerk to attest the forms titled “Illinois Department of Transportation Local Public Agency Engineering Services Agreement” (BLR 05530), which is the agreement to be approved by the Illinois Department of Transportation for construction engineering for Austin Avenue Improvements (MFT SECTION 12-00106-00-PV) in the not-to-exceed amount of \$369,790.00.

SECTION 4: The Village Engineer is hereby designated to be in responsible charge of the Austin Avenue Improvements (MFT SECTION 12-00106-00-PV) for the Village and is authorized to provide the required certification of the qualifications of Ciorba Group, Inc. as the resident construction supervisor on the form titled “Local Public Agency Resident Construction Supervisor/ In Responsible Charge” (BC 775).

SECTION 5: The Village Administrator or his designee is hereby directed to transmit certified copies of the executed forms titled “Illinois Department of Transportation Local Public Agency Engineering Services Agreement” (BLR 05530) and “Local Public Agency Resident Construction Supervisor/ In Responsible Charge” (BC 775) to the Regional Engineer’s District Office of the Illinois Department of Transportation in Schaumburg, Illinois for approval.

SECTION 6: The Village Administrator, Director of Public Works, and Village Engineer or their designees are authorized to take all steps necessary to implement the construction engineering contract for the Austin Avenue Improvements (MFT SECTION 12-00106-00-PV).

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

Passed this 9th day of January 2024

Trustee Khan \_\_\_\_\_  
Trustee Minx \_\_\_\_\_  
Trustee Shiba \_\_\_\_\_  
Trustee Thill \_\_\_\_\_  
Trustee Travis \_\_\_\_\_  
Trustee Witko \_\_\_\_\_

Approved by me this 9th day of January 2024

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

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

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



Agreement For	Agreement Type
Using Federal Funds? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Federal CE
	Original

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
Morton Grove	Cook	12-00106-00-PV	C-91-225-13
Project Number	Contact Name	Phone Number	Email
5F16(675)	Chris Tomich	(847) 663-3902	ctomich@mortongroveil.org

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Austin Avenue	FAU 2791	0.71	
Location Termini			Add Location
300 feet south of Oakton Avenue to Lincoln Avenue			Remove Location

Project Description

Partial reconstruction and resurfacing of Austin Ave, storm & sanitary sewer improvements, traffic signal modernization at Austin Ave and Oakton St, curb ramp upgrades, and pavement patching.

Engineering Funding	<input checked="" type="checkbox"/> Federal	<input type="checkbox"/> MFT/TBP	<input type="checkbox"/> State	<input type="checkbox"/> Other	
Anticipated Construction Funding	<input checked="" type="checkbox"/> Federal	<input type="checkbox"/> MFT/TBP	<input type="checkbox"/> State	<input type="checkbox"/> Other	

AGREEMENT FOR

☒ Phase III - Construction Engineering

CONSULTANT

Prime Consultant (Firm) Name	Contact Name	Phone Number	Email
Ciorba Group, Inc.	Duane O'Laughlin	(773) 355-2949	dolaughlin@ciorba.com
Address	City	State	Zip Code
8725 W Higgins Road Suite 600	Chicago	IL	60631

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
In Responsible Charge	A full time LPA employee authorized to administer inherently governmental PROJECT activities
Contractor	Company or Companies to which the construction contract was awarded

## AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- ☒ EXHIBIT A: Scope of Services
- ☒ EXHIBIT B: Project Schedule
- ☒ EXHIBIT C: Qualification Based Selection (QBS) Checklist
- ☒ EXHIBIT D: Cost Estimate of Consultant Services (CECS) Worksheet (BLR 05513 or BLR 05514 )
- ☒ BC 775
- ☐ \_\_\_\_\_
- ☐ \_\_\_\_\_

### I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA for Preliminary and/or Design Engineering: The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. To submit a completed BLR 05613, Engineering Payment Report, to the DEPARTMENT within three months of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement. The form shall be submitted with the final invoice.
8. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
9. That none of the services to be furnished by the ENGINEER shall be sublet assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
10. For Construction Engineering Contracts:
  - (a) The ENGINEER shall be prequalified with the STATE in Construction Inspection. All employees of the ENGINEER serving as the onsite resident construction supervisor or providing construction inspection shall have a valid Documentation of Contract Quantities certification.
  - (b) For all projects where testing is required, the ENGINEER shall obtain samples according to the STATE Bureau of Materials. "Manual of Test Procedures for Materials," submit STATE Bureau of Materials inspection reports; and verify compliance with contract specifications.
11. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

### II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the following:
  - (a) Professional Services Selection Act (50 ILCS 510), The Brooks Act (40 USC 11), and the Procurement, Management, and Administration of Engineering, and Design Related Services (23 CFR part 172). Exhibit C is required to be completed with this AGREEMENT.
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. For Construction Engineering Contracts:
  - (a) To furnish a full time LPA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
  - (b) To submit approved forms BC 775 and BC 776 to the DEPARTMENT when federal funds are utilized.
4. To pay the ENGINEER:

- (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- (b) Final Payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by LPA and DEPARTMENT, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

5. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

☐ Lump Sum

☐ Specific Rate

☒ Cost plus Fixed Fee: Fixed

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

Where FF = (0.33 + R) DL + %SubDL, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

**Field Office Overhead Rates:** Field rates must be used for construction engineering projects expected to exceed one year in duration or if the construction engineering contract exceeds \$1,000,000 for any project duration.

6. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

### III. IT IS MUTUALLY AGREED,

1. No work shall be commenced by the ENGINEER prior to issuance by the IDOT of a written Notice to Proceed.
2. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT, the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
3. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents, and employees from all suits, claims, actions or damage liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.  
The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
4. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

5. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
6. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. The ENGINEER and LPA certify that their respective firm or agency:
  - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
  - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
  - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
  - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
  - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
  - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
  - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State or local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this certification, an explanation shall be attached to this AGREEMENT.

9. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes include but are not limited to: acts of God or a public enemy; act of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

10. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of \$5,000 or more from the DEPARTMENT, as defined the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
  - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
  - (2) Specifying actions that will be taken against employees for violations of such prohibition.
  - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
    - (a) abide by the terms of the statement; and
    - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:



- (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's or contractor's policy to maintain a drug free workplace;
  - (3) Any available drug counseling, rehabilitation and employee assistance program; and
  - (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
  - (d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.
  - (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
  - (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future project. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

11. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
12. For Construction Engineering Contracts:
  - (a) That all services are to be furnished as required by construction progress and as determined by the LPA employee in Responsible Charge. The ENGINEER shall complete all services herein within a time considered reasonable to the LPA, after the CONTRACTOR has completed the construction contract.
  - (b) That all field notes, test records and reports shall be turned over to and become the property of the LPA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
  - (c) That any difference between the ENGINEER and the LPA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LPA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
  - (d) That in the event that engineering and inspection services to be furnished and performed by the LPA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent employed on such work at the expense of the LPA.
  - (e) Inspection of all materials when inspection is not provided by the sources by the STATE Central Bureau of Materials, and submit inspection reports to the LPA and STATE in accordance with the STATE Central Bureau of Materials "Project Procedures Guide" and the policies of the STATE.

#### AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Ciorba Group, Inc.	36-2525351	\$352,868.00

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Soil and Material Consultants	36-3094075	\$16,922.00
Subconsultant Total		\$16,922.00
Prime Consultant Total		\$352,868.00
Total for all work		\$369,790.00

**AGREEMENT SIGNATURES**

Attest: The 

Local Public Agency Type
Village

 of 

Local Public Agency
Morton Grove

By (Signature & Date)

--

By (Signature & Date)

--

Local Public Agency

Morton Grove
--------------

Local Public Agency Type

Village
---------

Clerk

Title

President
-----------

(SEAL)

Executed by the ENGINEER:

Prime Consultant (Firm) Name

Attest: 

Ciorba Group, Inc.
--------------------

By (Signature & Date)

--

Title

Chief Financial Officer
-------------------------

By (Signature & Date)

--

Title

Chief Operating Officer
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Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Morton Grove	Ciorba Group, Inc.	Cook	12-00106-00-PV

**EXHIBIT A**  
**SCOPE OF SERVICES**

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

The ENGINEER is to obtain samples for testing according to the STATE BMPR "Project Procedures Guide", or as indicated in-the specifications, or as attached herein by the LPA; test according to the STATE BMPR "Manual of Test Procedures for Materials", submit STATE BMPR inspection reports; and verify compliance with contract specifications.

Inspection of all materials when inspection is not provided at the sources by the STATE BMPR, and submit inspection reports to the LPA and the STATE in accordance with the STATE BMPR "Project Procedures Guide" and the policies of the STATE.

For Quality Assurance services, provide personnel who have completed the appropriate STATE BMPR QC/QA trained technician classes.

Inspect, document and inform the LPA employee In Responsible Charge of the adequacy of the establishment and maintenance of the traffic control.

Measurement and computation of pay items.

Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.

Preparation and submission to the LPA by the required form and number of copies, all partial and final payment estimates, change orders, records, documentation and reports required by the LPA and the STATE.

Revision of contract drawings to reflect as build conditions.

Act as resident construction supervisor and coordinate with the LPA employee in Responsible Charge.

To attend meetings and visit the site of the work at any reasonable time when requested to do so by the representatives of the LPA or STATE.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Morton Grove	Ciorba Group, Inc.	Cook	12-00106-00-PV

**EXHIBIT B  
PROJECT SCHEDULE**

Anticipated Start Date - 06/01/2024

Completion Date - 05/30/2025 + 10 Working Days

Construction duration is anticipated to be 33 weeks.

Provide closeout documentation six weeks after completion of IDOT and notification of materials deficiency list.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Morton Grove	Ciorba Group, Inc.	Cook	12-00106-00-PV

**Exhibit C**  
**Qualification Based Selection (QBS) Checklist**

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

☐ Form Not Applicable (engineering services less than the threshold)

**Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.**

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3	Was the scope of services for this project clearly defined?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4	Was public notice given for this project?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If yes Due date of submittal **09/08/23**

Method(s) used for advertisement and dates of advertisement

RFQ advertised on Village website on 08/22/2023.  
Emailed to prequalified consultants on 08/23/2023.

5	Do the written QBS policies and procedures cover conflicts of interest?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7	Do the written QBS policies and procedures discuss the methods of evaluation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Project Criteria	Weighting
Technical Approach	35%
Firm Experience	15%
Key Personnel	25%
Local Presence	10%
Workload Capacity	15%

8	Do the written QBS policies and procedures discuss the method of selection?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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Selection committee (titles) for this project

Director of Public Works, Village Engineer, and Engineering Inspector

Top three consultants ranked for this project in order	
1	Ciorba Group, Inc.
2	Thomas Engineering Group
3	Christopher B. Burke Engineering, Ltd.

9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10	Were negotiations for this project performed in accordance with federal requirements.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11	Were acceptable costs for this project verified?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14	QBS according to State requirements used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15	Existing relationship used in lieu of QBS process?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Morton Grove	Ciorba Group, Inc.	Cook	12-00106-00-PV
16	LPA is a home rule community (Exempt from QBS).		<input type="checkbox"/> <input checked="" type="checkbox"/>



<b>Local Public Agency</b>	<b>County</b>	<b>Section Number</b>
Morton Grove	Cook	12-00106-00-PV
<b>Prime Consultant (Firm) Name</b>	<b>Prepared By</b>	<b>Date</b>
Ciorba Group, Inc.	Mike Kowalski	9/26/2023
<b>Consultant / Subconsultant Name</b>	<b>Job Number</b>	
Ciorba Group, Inc.	C-91-225-13	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

**Remarks**

**PAYROLL ESCALATION TABLE**

<b>CONTRACT TERM</b>	20	<b>MONTHS</b>	<b>OVERHEAD RATE</b>	145.08%
<b>START DATE</b>	12/31/2023		<b>COMPLEXITY FACTOR</b>	0
<b>RAISE DATE</b>	1/1/2024		<b>% OF RAISE</b>	2.00%
<b>END DATE</b>	8/30/2025			

**ESCALATION PER YEAR**

Year	First Date	Last Date	Months	% of Contract
0	12/31/2023	1/1/2024	0	0.00%
1	1/2/2024	1/1/2025	12	61.20%
2	1/2/2025	9/1/2025	8	41.62%

Morton Grove

Cook
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12-00106-00-PV
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Ciorba Group, Inc.

**C-91-225-13**

## EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

<b>MAXIMUM PAYROLL RATE</b>	<b>86.00</b>
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ESCALATION FACTOR	2.82%
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[illegible]

<b>Local Public Agency</b>	<b>County</b>	<b>Section Number</b>
Morton Grove	Cook	12-00106-00-PV
<b>Consultant / Subconsultant Name</b>		<b>Job Number</b>
Ciorba Group, Inc.		C-91-225-13

## SUBCONSULTANTS

## EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

<b>NAME</b>	<b>Direct Labor Total</b>	<b>Contribution to Prime Consultant</b>
Soil and Material Consultants		
Total	0.00	0.00

**NOTE: Only subconsultants who fill out a cost estimate that splits out direct labor may be listed on this sheet.**

**Local Public Agency**

Morton Grove

**County**

Cook

**Section Number**

12-00106-00-PV

**Consultant / Subconsultant Name**

Ciorba Group, Inc.

**Job Number**

C-91-225-13

**DIRECT COSTS WORKSHEET**

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

## EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	255	\$65.00	\$16,575.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
<b>TOTAL DIRECT COSTS:</b>				<b>\$16,575.00</b>



Morton Grove
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Cook

12-00106-00-PV

Ciorba Group, Inc.
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**C-91-225-13**

## EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

COMPLEXITY FACTOR

TASK	DIRECT COSTS (not included in row totals)	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Construction Engineering	16,575	2543	119,618	173,542	39,474		332,634	89.95%
Project Management & Administration		20	1,316	1,909	434		3,659	0.99%
Soil and Material Consultants			-	-	-	16,922	16,922	4.58%
			-	-	-		-	
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<b>Subconsultant DL</b>							\$0.00	
<b>Direct Costs Total ==&gt;</b>	\$16,575.00						<b>\$16,575.00</b>	4.48%
<b>TOTALS</b>		2563	120,934	175,451	39,908	16,922	369,790	100.00%

Morton Grove
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Cook
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12-00106-00-PV

Ciorba Group, Inc.
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C-91-225-13

**SHEET** 1 **OF** 1

Activity			Grand Total	Senior Resident Engineer	Engineer II
<b>TOTAL</b>			<b>2563</b>	<b>778</b>	<b>1785</b>
<b>1.</b>	<b>Construction Engineering</b>	<b>Task Total:</b>	<b>2543</b>	<b>758</b>	<b>1785</b>
	<b>0810 Construction Startup</b>	<b>Subtotal:</b>	<b>52</b>	<b>16</b>	<b>36</b>
	Review Plans, Specifications and Contract Documents		12	4	8
	Open House Preparation and Attendance		16	8	8
	Set Up Project Documentation		16		16
	Pre-Construction Conference Preparation		2	2	
	Pre-Construction Conference Attendance		6	2	4
	<b>0820 Construction Observation / Documentation</b>	<b>Subtotal:</b>	<b>2145</b>	<b>660</b>	<b>1485</b>
	Resident Engineer (33 weeks x 5 days/week x 4 hrs/day average)		660	660	
	Construction Engineer(s) (33 weeks x 5 days/week x 9 hrs/day average) x 1 Eng		1485		1,485
	<b>0830 Construction Close-out</b>	<b>Subtotal:</b>	<b>334</b>	<b>70</b>	<b>264</b>
	Develop Punch List Items		8		8
	Coordinate Punch List Completion		8		8
	Inspect Punch List Items		8		8
	Pre-final and Final Pay Estimates		50	10	40
	Complete Documentation Including Material Certification		260	60	200
	<b>0840 Construction Assistance</b>	<b>Subtotal:</b>	<b>12</b>	<b>12</b>	
	RFIs		8	8	
	Traffic Signals Shop Drawing Review		4	4	
<b>2.</b>	<b>Project Management &amp; Administration</b>	<b>Task Total:</b>	<b>20</b>	<b>20</b>	
	<b>1000 Project Management &amp; Administration</b>	<b>Subtotal:</b>	<b>20</b>	<b>20</b>	
	Project Management		20	20	



**SOIL AND MATERIAL CONSULTANTS, INC.**

Office: 847-870-0544  
Fax: 847-870-0661  
us@soilandmaterialconsultants.com  
www.soilandmaterialconsultants.com

September 19, 2023  
Proposal No. 21,365

Duane O'Laughlin, P.E.  
Ciorba Group LLC  
8725 W. Higgins Road, Suite 600  
Chicago, IL 60631

Re: Soil and Construction Material Testing  
FAU 2791 – Austin Ave. Resurfacing  
Morton Grove, IL

Dear Mr. O'Laughlin:

Submitted for your consideration is our proposal to provide soil and construction material testing on a will-call basis initiated by your office or representative.

We understand the testing requirements of the IDOT QC/QA program are applicable. We propose to be the QA project manager and provide QA jobsite testing. IDOT is to provide QA plant testing.

Attached is our Schedule of Fees for anticipated services. Note that hourly rates are inclusive of mileage and equipment charges. Based on available information and our experience on similar projects, we estimate a charge of \$16,922.00 may be incurred for the anticipated services. Actual billing will be on a unit price basis and you will only be billed for those services actually provided. Final billing may be less than or greater than the estimated charge. Requests for services not included within the scope of this proposal will be provided at our established unit prices.

Thank you for the opportunity of submitting this proposal, which includes the attached General Conditions. If acceptable, please sign and return one copy to our office. Further, please include applicable plans and specifications, if not already submitted.

Very truly yours,

SOIL AND MATERIAL CONSULTANTS, INC.

Reid T. Steinbach, P.E.  
Director of Engineering

RTS:dd

Proposal Accepted By:

Client \_\_\_\_\_

Street \_\_\_\_\_

Town \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Phone (     ) \_\_\_\_\_ E-Mail Address \_\_\_\_\_

Signature \_\_\_\_\_ Position \_\_\_\_\_

Printed Name \_\_\_\_\_ Date \_\_\_\_\_

8 W. COLLEGE DR. • SUITE C • ARLINGTON HEIGHTS, IL 60004

SOIL BORINGS • SITE INVESTIGATIONS • PAVEMENT INVESTIGATIONS • GEOTECHNICAL ENGINEERING  
TESTING OF • SOIL • ASPHALT • CONCRETE • MORTAR • STEEL

SOIL AND MATERIAL CONSULTANTS, INC.

SCHEDULE OF FEES

Effective 1-1-23

BITUMINOUS CONCRETE

<u>Service</u>	<u>Estimated Units</u>	<u>Fee</u>	<u>Cost</u>
<u>Plant Testing</u>			
Technician	5 days	\$ 364.00 /day	\$ 1,820.00
<u>Field Testing</u>			
Technician with Nuclear Gauge	36 hours	\$ 91.00 /hour 364.00 /day min.	\$ 3,276.00
<u>Laboratory Testing</u>			
Asphalt Content (ignition)	5 each	\$ 175.00 each	\$ 875.00
Bulk Specific Gravity (gyratory)	5 each	\$ 260.00 each	\$ 1,300.00
Maximum Specific Gravity	5 each	\$ 100.00 each	\$ 500.00
Unit Weight – cores	30 each	\$ 25.00 each	\$ 750.00
<u>Engineering</u>			
Senior Engineer (P.E.) - QA Project Manager, includes project administration, field/laboratory engineering, mix design review, consultation and report review	8 hours	\$ 145.00 /hour	\$ 1,160.00

Estimated Cost: \$ 9,681.00

Estimates:

<u>Item</u>	<u>Tons</u>	<u>Est. Contractor Working Days</u>	<u>Est. Days - QA</u>	<u>HMA Plants</u>
HMA Surface, N 50	1,083	1.0	0.5	1
HMA Leveling Surface, N50	383	0.5	0.5	1
HMA Leveling Binder, N50	693	0.5	0.5	
HMA Asphalt Pavement (12")	625	1.0	0.5	1
HMA Base Course (8" & 10")	4,150	5.0	2.5	2
Class D Patches	25	0.5	--	--
Total:		8.5	4.5	5

Billing Notes:

Hourly Charges: Portal To Portal  
 Weekdays over 8 hours/day: Hourly Rate x 1.5

Saturdays: Hourly Rate x 1.5  
 Sundays: Hourly Rate x 2.0

SOIL AND MATERIAL CONSULTANTS, INC.

SCHEDULE OF FEES

Effective 1-1-23

PORTLAND CEMENT CONCRETE

<u>Service</u>	<u>Est. Work Units</u>	<u>Fee</u>	<u>Cost</u>
<u>Field Testing</u>			
Technician - includes temperature, slump, air and cylinders	32 hours	\$ 91.00 /hour 364.00 /day min.	\$ 2,912.00
Cylinder Pick-up	4.0 hours	\$ 91.00 /hour	\$ 364.00
<u>Laboratory Testing</u>			
Cylinder Compressive Strength	48 each	\$ 17.00 each	\$ 816.00
<u>Engineering</u>			
Senior Engineer (P.E.) - QA Project Manager. includes project administration, field/laboratory engineering, mix design review, consultation and report review	3 hours	\$ 145.00 /hour	\$ 435.00
Estimated Cost:			\$ 4,527.00

Estimates:

<u>Item</u>	<u>Quantity</u>	<u>CY</u>	<u>Est. Contractor Working Days</u>	<u>Est. Days - 20% QA</u>	<u>Cyls.</u>
PCC Combined C & G	5,465 FT	303	6.0	1.5	18
PCC Sidewalk	--				
PCC Driveway (6" and 8")	582 SY	125	2.0	0.5	6
PCC Pavement					
Concrete Foundation	78 FT	100	4.0	1.0	12
Handhole	11	99	4.0	1.0	12
Total:		627	16.0	4.0	48

Billing Notes:

Hourly Charges: Portal To Portal  
 Weekdays over 8 hours/day: Hourly Rate x 1.5

Saturdays: Hourly Rate x 1.5  
 Sundays: Hourly Rate x 2.0

SOIL AND MATERIAL CONSULTANTS, INC.

SCHEDULE OF FEES

Effective 1-1-23

AGGREGATE AND SOIL

<u>Service</u>	<u>Est. Work Units</u>	<u>Fee</u>	<u>Cost</u>
<u>Field Testing</u>			
Technician (3 days @ 8 hours)	24 hours	\$ 101.00 /hour 404.00 /day min.	\$ 2,424.00
Material Pick-up	hours	\$ 91.00 /hour	\$ If needed
<u>Laboratory Testing</u>			
Standard Proctor	each	\$ 190.00 each	\$ If needed
Modified Proctor	each	\$ 200.00 each	\$ If needed
<u>Engineering</u>			
Senior Engineer (P.E.) - includes project administrations field/laboratory engineering, consultation and report review	2 hours	\$ 145.00 /hour	\$ 290.00
Estimated Cost:			\$ 2,714.00

Billing Notes:

Hourly Charges: Portal To Portal  
 Weekdays over 8 hours/day: Hourly Rate x 1.5

Saturdays: Hourly Rate x 1.5  
 Sundays: Hourly Rate x 2.0



Regional Engineer

Jose Rios

Contract Number

61D77

District

1

Letting Date

03/08/24

Department of Transportation

Address

201 West Center Court

City

Schaumburg

State

IL

Zip Code

60196

Municipality

Morton Grove

Route

FAU 2791

County

Cook

Project Number

5F16(675)

Job Number

C-91-225-13

Section Number

12-00106-00-PV

☐ I recommend the following individual as a local public agency employee qualified to be resident construction supervisor and to be in responsible charge of this construction project.

☒ I certify that I am in responsible charge as defined by the department of this construction project. Since the local public agency does not have a local public agency employee qualified to be the resident construction supervisor, I am recommending a consulting engineer to serve as resident construction supervisor.

Signature (for the local public agency)

Date

Title

Village Administrator

Applicants Name

Mike Kowalski, PE

The following describes my educational background, experience and other qualifications to be resident construction supervisor of this construction project for the Local Public Agency.

For Consultants: I certify that my firm is pre-qualified in Construction Inspection. Documentation of Contract Quantities certificate number

21-18400

Mike Kowalski's construction engineering experience includes roadway and bridge projects for various municipalities, counties, and the Illinois Tollway. His expertise includes the reconstruction and rehabilitation of bridges over live traffic, water, and rail as well as experience with reinforced concrete, soldier pile, sheet pile and MSE retaining walls. He has been the Resident Engineer or Assistant Resident Engineer on federal aid local agency construction projects. Mike is certified in IDOT's Documentation of Contract Quantities, Construction Materials Management System (CMMS), Erosion and Sediment Control, Fundamentals and Inspection Modules, and HMA Level I and II, and a PCC Level I Technician.

Signature of Applicant

Date

Job Title of Applicant

Senior Resident Engineer

Based on the above information and my knowledge of the applicant's experience and training, it is my opinion that the applicant is qualified to serve as the resident construction supervisor on this construction project.



Regional Engineer Signature

Date Approved

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cc:      Engineer of Local Roads and Streets, Central Bureau of Local Roads and Streets  
         Engineer of Construction, Central Bureau of Construction  
         Resident Construction Supervisor  
         Local Public Agency



## Legislative Summary

### Resolution 24-05

#### **AUTHORIZING AN AGREEMENT WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION FOR AUSTIN AVENUE IMPROVEMENTS (MFT SECTION 12-00106-00-PV)**

<b>Introduced:</b>	January 9, 2024
<b>Purpose:</b>	To appropriate funding and to authorize the Village President to execute an agreement with the Illinois Department of Transportation for Austin Avenue Improvements.
<b>Background:</b>	The Village has developed improvements to Austin Avenue that include partial reconstruction and resurfacing of Austin Avenue, storm and sanitary sewer improvements, traffic signal modernization at Austin Avenue and Oakton Street, curb ramp upgrades, pavement patching, and sanitary sewer on Oakton Street. The Village has received state and federal funding to pay for construction and construction engineering costs. Additional funding will be provided through the Illinois Department of Transportation (IDOT) and will require matching funds from the Village. The use of these funds requires a joint funding agreement with IDOT. This resolution will authorize the required joint funding agreement for this project, which has an estimated total cost of \$4,869,790.00 with \$2,737,274.00 of Federal Funding, \$98,550.00 of State Funding and \$2,033,966.00 of Local (Village) Funding.
<b>Programs, Departments or Groups Affected</b>	Public Works Department
<b>Fiscal Impact:</b>	\$2,033,966.00
<b>Source of Funds:</b>	2024 Capital Projects Fund Account Number 30-50-60-55-2140, 2024 Capital Projects Fund Account Number 30-50-60-55-3300, 2024 Enterprise Fund Account Number 40-50-34-55-2290, and Motor Fuel Tax Fund Account Number 03-50-60-57-2020
<b>Workload Impact:</b>	The Public Works Department as part of their normal work activities will perform the management and implementation of the project.
<b>Administrator Recommendation:</b>	Approval as presented.
<b>Second Reading:</b>	Not Required
<b>Special Considerations or Requirements:</b>	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 24-05**

### **AUTHORIZING AN AGREEMENT WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION FOR AUSTIN AVEUE IMPROVEMENTS (MFT SECTION 12-00106-00-PV)**

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 is proposing a project to include partial reconstruction and resurfacing of Austin Avenue, storm and sanitary sewer improvements, traffic signal modernization at Austin Avenue and Oakton Street, curb ramp upgrades, pavement patching, and sanitary sewer on Oakton Street; and

WHEREAS, the above stated improvement will necessitate the use of funding provided through the Illinois Department of Transportation (IDOT); and

WHEREAS, the proposed improvement has been identified as Section No: 12-00106-00-PV, Job No.: C-91-225-13, and Project No.: 5F16(675); and

WHEREAS, the use of these funds requires a joint funding agreement with IDOT; and

WHEREAS, the improvement requires matching funds, with an estimated total project cost of \$4,869,790.00 with \$2,737,274.00 of Federal Funding, \$98,550.00 of State Funding and \$2,033,966.00 of Local (Village) Funding.

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

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

SECTION 2: The Corporate Authorities hereby appropriates \$2,033,966.00, Two Million thirty-Three Thousand Nine Hundred Sixty-Six and 00/100 Dollars, or as much as may be needed to match the required funding to complete the proposed improvement from Capital Projects Fund, Enterprise Fund, and Motor Fuel Tax Fund and furthermore agree to pass a supplemental resolution if necessary to appropriate additional funds for completion of the project.

SECTION 3: The Village President is hereby authorized to execute an agreement with IDOT for the above-mentioned project.

SECTION 4: This resolution will become Addenda 3 of the agreement.

SECTION 5: The Village Clerk of Morton Grove is directed to transmit three (3) copies of this agreement and Resolution to IDOT District One Bureau of Local Roads and Streets.

Passed this 9th day of January 2024

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



LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number
Morton Grove	Cook	12-00106-00-PV

Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
STA, TARP		CMAQ	02-13-0002

Construction

State Job Number	Project Number
C-91-225-13	5F16(675)

☒ State-Let Construction ☐ Locally Let Construction ☒ Construction Engineering ☐ Utilities ☐ Railroad Work

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LPA jointly propose to improve the designated location as described below. The improvement shall be consulted in accordance with plans prepared by, or on behalf of the LPA and approved by the STATE using the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "FHWA".

LOCATION

Local Street/Road Name	Key Route	Length	Stationing From	To
Austin Avenue	FAU 2791	0.61	0.91	1.52

Location Termini
Lincoln Avenue to Oakton Street

Current Jurisdiction	Existing Structure Number(s)	Add Location
Morton Grove		Remove

LOCATION

Local Street/Road Name	Key Route	Length	Stationing From	To
Austin Avenue	FAU 2791	0.10	0.00	0.10

Location Termini
Oakton Street to 300 feet south of Oakton Street

Current Jurisdiction	Existing Structure Number(s)	Add Location
Morton Grove		Remove

PROJECT DESCRIPTION

Partial reconstruction and resurfacing of Austin Ave, storm & sanitary sewer improvements, traffic signal modernization at Austin Ave and Oakton St, curb ramp upgrades, and pavement patching.

LOCAL PUBLIC AGENCY APPROPRIATION - REQUIRED FOR STATE LET CONTRACTS

By execution of this Agreement the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum.

METHOD OF FINANCING - (State-Let Contract Work Only)

Check One

☐ METHOD A - Lump Sum (80% of LPA Obligation \_\_\_\_\_ )

Lump Sum Payment - Upon award of the contract for this improvement, the LPA will pay the STATE within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the LPA's estimated obligation incurred under this agreement. The LPA will pay to the STATE the remainder of the LPA's obligation (including any nonparticipating costs) in a lump sum within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.

## EXHIBIT "A"

☐ METHOD B - \_\_\_\_\_ Monthly Payments of \_\_\_\_\_ due by the \_\_\_\_\_ of each successive month.

Monthly Payments - Upon award of the contract for this improvement, the **LPA** will pay to the **STATE** a specified amount each month for an estimated period of months, or until 80% of the **LPA's** estimated obligation under the provisions of the agreement has been paid. The **LPA** will pay to the **STATE** the remainder of the **LPA's** obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

☒ METHOD C - **LPA's** Share \_\_\_\_\_ Balance \_\_\_\_\_ divided by estimated total cost multiplied by actual progress payment.

Progress Payments - Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of receipt, an amount equal to the **LPA's** share of the construction cost divided by the estimated total cost multiplied by the actual payment (appropriately adjust for nonparticipating costs) made to the contractor until the entire obligation incurred under this agreement has been paid.

Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to the **LPA** on this or any other contract. The **STATE** at its sole option, upon notice to the **LPA**, may place the debit into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.

### THE LPA AGREES:

1. To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, the **STATE**, and the **FHWA** if required.
2. To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.
3. To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
4. To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional addendum is required.
5. To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by addendum referred to in item 4 above) in a manner satisfactory to the **STATE** and the **FHWA**.
6. To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
7. To maintain for a minimum of 3 years after final project close out by the **STATE**, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract. The contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General and the **STATE**. The **LPA** agrees to cooperate fully with any audit conducted by the Auditor General, the **STATE**, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish presumption in favor of the **STATE** for recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
8. To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
9. To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
10. To provide or cause to be provided all of the initial funding, equipment, labor, material, and services necessary to complete locally administered portions of the project.
11. (Railroad Related Work) The **LPA** is responsible for the payment of the railroad related expenses in accordance with the LPA/ railroad agreement prior to requesting reimbursement from the **STATE**. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets Office. Engineer's Payment Estimates shall be in accordance with the Division of Cost.
12. Certifies to the best of its knowledge and belief that it's officials:
  - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
  - c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and
  - d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local)

## EXHIBIT "A"

terminated for cause or default.

13. To include the certifications, listed in item 12 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
14. That execution of this agreement constitutes the **LPA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
15. That for agreements exceeding \$100,000 in federal funds, execution of this agreement constitutes the LPA's certification that:
  - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or any employee of a member of congress in connection with the awarding of any federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
  - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form - LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
  - c. The LPA shall require that the language of this certification be included in the award documents for all subawards (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly
16. To regulate parking and traffic in accordance with the approved project report.
17. To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
18. To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.

### THE STATE AGREES:

1. To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the **LPA's** certification of compliance with Title II and III Requirements.
2. To receive bids for construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement after receipt of a satisfactory bid.
3. To provide all initial funding and payments to the contractor for construction work let by the **STATE**. The **LPA** will be invoiced for their share of contract costs per the method of payment selected under Method of Financing based on the Division of Costs shown on Addendum 2.
4. For agreements with federal and/or state funds in construction engineering, utility work and/or railroad work:
  - a. To reimburse the **LPA** for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the **LPA**;
  - b. To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the **STATE**.

### IT IS MUTUALLY AGREED:

1. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions
2. That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.
3. This agreement shall be binding upon the parties, their successors, and assigns.
4. For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The **LPA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.). In the absence of a USDOT - approved **LPA** DBE Program or on **state** awarded contracts, this agreement shall be administered under the provisions of the **STATE'S** USDOT approved Disadvantaged Business Enterprise Program.
5. In cases where the **STATE** is reimbursing the **LPA**, obligation of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable federal funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
6. All projects for the construction of fixed works which are financed in whole or in part with funds provided by this agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of the act exempt its application.



# EXHIBIT "A"

## FISCAL RESPONSIBILITIES:

1. **Reimbursement Requests:** For reimbursement requests the **LPA** will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.
2. **Financial Integrity Review and Evaluation (FIRE) program:** **LPA's** and the **STATE** must justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months. To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the **STATE** within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.
3. **Final Invoice:** The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, whichever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice for engineering projects.
4. **Project Closeout:** The **LPA** shall provide the final report to the appropriate **STATE** district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
5. **Project End Date:** The period of performance (end date) for state and federal obligation purposes is five (5) years for projects under \$1,000,000 or seven (7) years for projects over \$1,000,000 from the execution date of the agreement.

Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.

6. **Single Audit Requirements:** If the **LPA** expends \$750,000 or more a year in federal financial assistance, they shall have an audit made in accordance with 2 CFR 200. **LPA's** expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (IDOT's Office of Internal Audit, Room 201, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the **LPA's** fiscal year. The ALN number for all highway planning and construction activities is 20.205. Federal funds utilized for construction activities on projects let and awarded by the **STATE** (federal amounts shown as "Participating Construction" on Addendum 2) are not included in a **LPA's** calculation of federal funds expended by the **LPA** for Single Audit purposes..
7. **Federal Registration:** **LPA's** are required to register with the System for Award Management or SAM, which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/SAM/>

## ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this agreement.

<input checked="" type="checkbox"/>	1.	Location Map
<input checked="" type="checkbox"/>	2.	Division of Cost
<input checked="" type="checkbox"/>	3.	Resolution*
<input type="checkbox"/>	4.	

\*Appropriation and signature authority resolution must be in effect on, or prior to, the execution date of the agreement.

## EXHIBIT "A"

The **LPA** further agrees as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this agreement and all Addenda indicated above.

### APPROVED

Local Public Agency

Name of Official (Print or Type Name)

Daniel P. DiMaria

Title of Official

President

Signature

Date

The above signature certifies the agency's TIN number is

36-600600 conducting business as a Governmental Entity.

DUNS Number 074439365

UEI HP2KWJX3NG41

### APPROVED

State of Illinois  
Department of Transportation

Omer Osman, P.E., Secretary of Transportation

Date

By:

George A. Tapas, P.E., S.E., Engineer of Local Roads & Streets

Date

Stephen M. Travia, P.E., Director of Highways PI/Chief Engineer

Date

Yangsui Kim, Chief Counsel

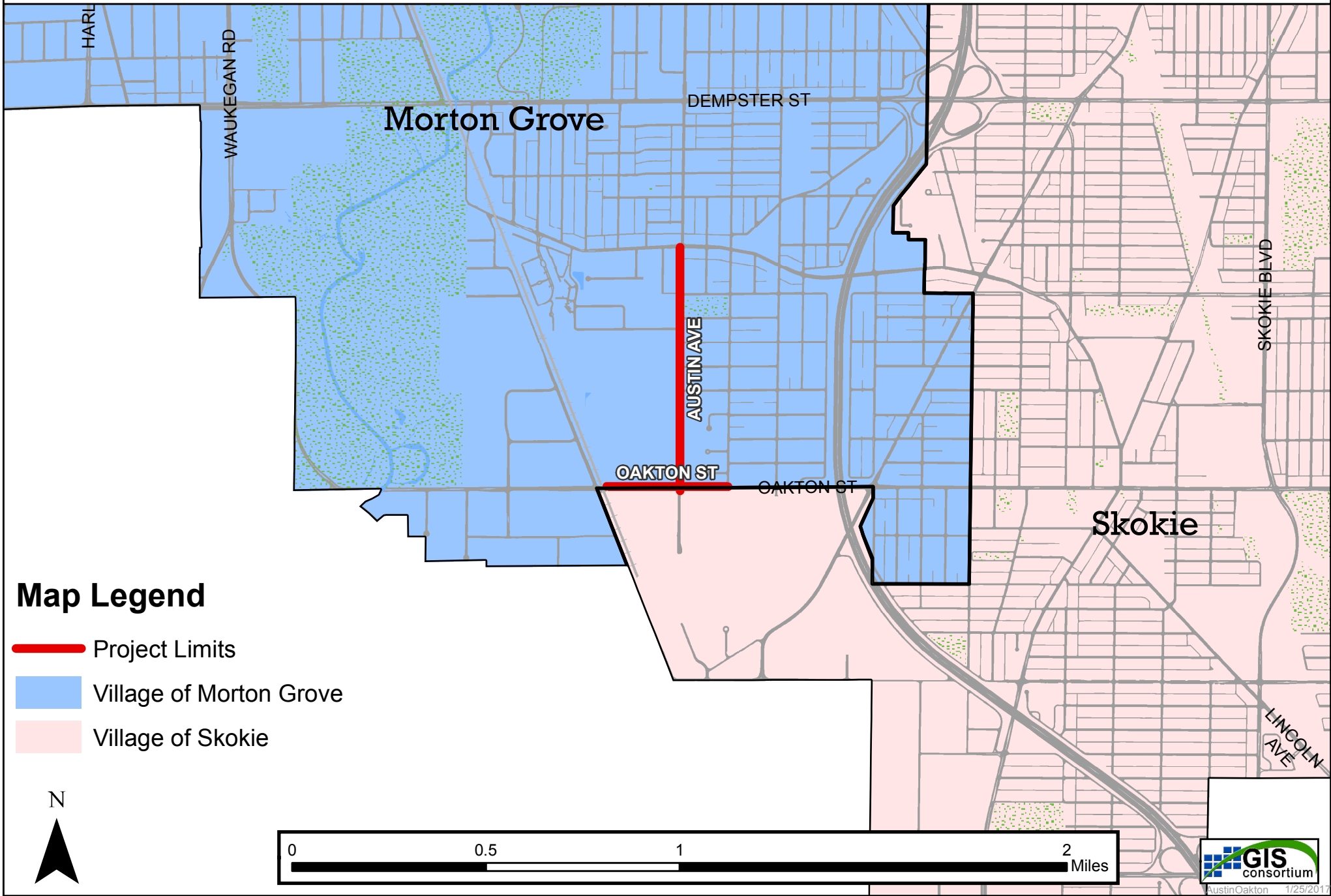
Date

Vicki Wilson, Chief Fiscal Officer

Date

**NOTE:** A resolution authorizing the local official (or their delegate) to execute this agreement and appropriation of local funds is required to be attached as an addendum. The resolution must be approved prior to, or concurrently with, the execution of this agreement. If BLR 09110 or BLR 09120 are used to appropriate local matching funds, attach these forms to the signature authorization resolution.

☐ Please check this box to open a fillable Resolution Form within this Addenda.



# EXHIBIT "A"

## ADDENDA NUMBER 2

Local Public Agency	County	Section Number	State Job Number	Project Number
Morton Grove	Cook	12-00106-00-PV	C-91-225-13	5F16(675)

### DIVISION OF COST

Type of Work	Federal Funds			State Funds			Local Public Agency			Totals
	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%	
Participating Construction	STU	\$2,520,000.00	70%				Local	\$981,450.00	*	\$3,501,450.00
Participating Construction				TARP	\$98,550.00	100%				\$98,550.00
Non-Participating Construction							Local	\$900,000.00	100%	\$900,000.00
Construction Engineering	STU	\$217,274.00	70%				Local	\$152,516.00	*	\$369,790.00
Total		\$2,737,274.00		Total		\$98,550.00	Total		\$2,033,966.00	\$4,869,790.00

If funding is not a percentage of the total place an asterisk (\*) in the space provided for the percentage and explain below:

MAXIMUM FHWA (STU) PARTICIPATION 70% NTE \$2,737,274 / TARP PARTICIPATION 100% NTE \$98,550.

**NOTE:** The costs shown in the Division of Cost table are approximate and subject to change. The final **LPA** share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

**EXHIBIT "A"**  
**ADDENDA NUMBER 2**

Local Public Agency	County	Section Number	State Job Number	Project Number
Morton Grove	Cook	12-00106-00-PV	C-91-225-13	5F16(675)

**Sample Resolution**

**EXHIBIT "A"**  
**ADDENDA NUMBER 2**

Local Public Agency	County	Section Number	State Job Number	Project Number
Morton Grove	Cook	12-00106-00-PV	C-91-225-13	5F16(675)

**RESOLUTION No:** \_\_\_\_\_

**A Resolution for:**

Section No: \_\_\_\_\_

Job No.: \_\_\_\_\_

Project No.: \_\_\_\_\_

**WHEREAS**, the [city, village, town, county] of \_\_\_\_\_ is proposing to  
\_\_\_\_\_.

**WHEREAS**, the above stated improvement will necessitate the use of funding provided through the Illinois Department of Transportation (IDOT); and signee

**WHEREAS**, the use of these funds requires a joint funding agreement (AGREEMENT) with IDOT; and

**WHEREAS**, the improvement requires matching funds; and

**NOW, THEREFORE**, be it resolved by the {Board}:

**Section 1:** The {Board} hereby appropriates \$\_\_\_\_\_, \_\_\_\_\_ or as much as may be needed to match the required funding to complete the proposed improvement from {Local fund source} and furthermore agree to pass a supplemental resolution if necessary to appropriate additional funds for completion of the project.

**Section 2:** The {Local Official or delegate} is hereby authorized to execute an AGREEMENT with IDOT for the above-mentioned project.

**Section 3:** This resolution will become Attachment 3 of the AGREEMENT.

**Section 4:** The \_\_\_\_\_ Clerk of \_\_\_\_\_ is directed to transmit 3 (three) copies of the AGREEMENT and Resolution to IDOT District \_\_\_ Bureau of Local Roads and Streets.

## Legislative Summary

### Resolution 24-06

#### APPROPRIATION OF MOTOR FUEL TAX FUNDS FOR AUSTIN AVENUE IMPROVEMENTS (MFT SECTION 12-00106-00-PV)

<b>Introduced:</b>	January 9, 2024
<b>Purpose:</b>	To authorize the use of Motor Fuel Tax funds for a portion of the Village share for construction costs for the Austin Avenue Improvements.
<b>Background:</b>	Resolution 24-05 authorized a funding agreement for Austin Avenue Improvements MFT Section 12-00106-00-PV. The Village's share of the construction cost to be paid for with MFT funds is \$460,000. The State of Illinois regulates spending motor fuel tax funds through its Department of Transportation and requires the appropriation of MFT funds using state-wide forms. This Resolution shall approve the appropriation of Four Hundred Sixty Thousand and 00/100 Dollars (\$460,000.00) of Motor Fuel Tax Funds for the partial reconstruction and resurfacing of Austin Ave, sewer separation on a segment of Austin Avenue, sanitary sewer installation on a segment of Oakton Street, traffic signal modernization at Austin Avenue and Oakton Street, curb ramp upgrades, and pavement patching.
<b>Programs, Departments or Groups Affected</b>	Public Works Department and Finance Department
<b>Fiscal Impact:</b>	\$460,000
<b>Source of Funds:</b>	2024 Motor Fuel Tax Fund Account Number 03-50-60-57-3300
<b>Workload Impact:</b>	The Public Works Department as part of their normal work activities will perform the management and implementation of the project.
<b>Administrator Recommendation:</b>	Approval as presented.
<b>Second Reading:</b>	Not Required
<b>Special Considerations or Requirements:</b>	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 24-06**

### **APPROPRIATION OF MOTOR FUEL TAX FUNDS FOR THE AUSTIN AVENUE IMPROVEMENTS (MFT SECTION 12-00106-00-PV)**

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 receives Motor Fuel Tax (MFT) funds from the state of Illinois for the construction and maintenance of streets, highways, and other eligible expenditures in the municipality according to the requirements of the Illinois Highway Code; and

WHEREAS the state of Illinois regulates the spending of Motor Fuel Tax funds through its Department of Transportation and these regulations mandate that the Village approve appropriation of MFT funds using state-approved forms; and

WHEREAS Resolution 24-05 authorized a funding agreement for Austin Avenue Improvements MFT Section 12-00106-00-PV; and

WHEREAS, the Village's share of the construction cost to be paid for with MFT funds is \$460,000; and

WHEREAS Exhibit "A" entitled "Resolution for Improvement under the Illinois Highway Code" (BLR 09110) specifies the following streets within the Village be improved according to the Illinois Highway Code:

- Austin Avenue from 300 feet south of Oakton Street to Lincoln Avenue
- Oakton Street from 950 feet west of Austin Avenue to 200 feet east of Austin Avenue; and

WHEREAS, the proposed improvement shall consist of partial reconstruction and resurfacing of Austin Ave, sewer separation on a segment of Austin Avenue, sanitary sewer installation on a segment of Oakton Street, traffic signal modernization at Austin Avenue and Oakton Street, curb ramp upgrades, and pavement patching; and

WHEREAS, the Illinois Department of Transportation will pay the contractor and the Village will reimburse the Illinois Department of Transportation for its share of the construction cost; and

WHEREAS funding for the above work in the amount of \$460,000.00 is available in the 2024 Adopted Budget Motor Fuel Tax Fund Account Number 03-50-60-57-3300 for Austin Avenue Improvements.



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

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

SECTION 2: The Corporate Authorities hereby approve the appropriation of the sum of Four Hundred Sixty Thousand and 00/100 Dollars (\$460,000.00) for the improvement set forth in Exhibit “A” from the Village’s allotment of Motor Fuel Tax funds.

SECTION 3: The Corporate Authorities hereby approve, and the Village Clerk is hereby authorized to execute the form titled “Resolution for Improvement Under the Illinois Highway Code” (BLR 09110).

SECTION 4: The Village Administrator or his designee is hereby directed to transmit certified copies of executed form titled “Resolution for Improvement Under the Illinois Highway Code” (BLR 09110) to the Regional Engineer’s District Office of the Illinois Department of Transportation in Schaumburg, Illinois for approval.

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

Passed this 9th day of January 2024

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

Approved by me this 9th day of January 2024

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

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

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



Is this project a bondable capital improvement?

☒ Yes ☐ No

Resolution Type

Original

Resolution Number

24-

Section Number

12-00106-00-PV

BE IT RESOLVED, by the **President and Board of Trustees**

Governing Body Type

of the **Village**

Local Public Agency Type

of **Morton Grove**

Name of Local Public Agency

Illinois that the following described street(s)/road(s)/structure be improved under

the Illinois Highway Code. Work shall be done by **Contract**

Contract or Day Labor

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
Austin Avenue	0.61	FAU 2971	FAU 1332 (Oakton Street)	FAU 3525 (Lincoln Av)

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

partial reconstruction and resurfacing of Austin Ave, storm & sanitary sewer improvements, traffic signal modernization at Austin Ave and Oakton St, curb ramp upgrades, pavement patching, and sanitary sewer on Oakton St.

2. That there is hereby appropriated the sum of

**Four Hundred Sixty Thousand** Dollars ( **\$460,000.00** ) for the improvement of

said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, **Eileen Scanlon Harford**

Name of Clerk

**Village**

Local Public Agency Type

Clerk in and for said **Village**

Local Public Agency Type

of **Morton Grove**

Name of Local Public Agency

in the State aforesaid, and keeper of the records and files thereof, as provided by

statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

**President and Board of Trustees** of **Morton Grove**

Governing Body Type

Name of Local Public Agency

at a meeting held on **January 9, 2024**

Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this **9th** day of **January 2024**

Day

Month, Year

(SEAL, if required by the LPA)

Clerk Signature & Date

**Approved**

Regional Engineer Signature & Date  
Department of Transportation

## Instructions for BLR 09110 - Page 1 of 2

NOTE: Form instructions should not be included when the form is submitted.

This form shall be used when a Local Public Agency (LPA) wants to construct an improvement using Motor Fuel Tax(MFT) funds. Refer to Chapter 9 of the Bureau of Local Roads and Streets Manual (BLRS Manual) for more detailed information. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Is this project a bondable capital improvement?

Check Yes if the project was a bondable capital improvement, check no if it is not. An example of a bondable capital project may include, but is not limited to: project development, design, land acquisition, demolition when done in preparation for additional bondable construction, construction engineering, reconstruction of a roadway, designed overlay extension or new construction of roads, bridges, ramps, overpasses and underpasses, bridge replacement and/or major bridge rehabilitation. Permanent ADA sidewalk/ramp improvements and seeding/sodding are eligible expenditures if part of a larger capital bondable project. A bondable capital improvement project does not mean the LPA was required to sell bonds to fund the project, however the project did meet the criteria to be bondable.

Resolution Number

Enter the resolution number as assigned by the LPA, if applicable.

Resolution Type

From the drop down box choose the type of resolution:

- Original would be used when passing a resolution for the first time for this project.
- Supplemental would be used when passing a resolution increasing appropriation above previously passed resolutions.
- Amended would be used when a previously passed resolution is being amended.

Section Number

Insert the section number of the improvement the resolution covers.

Governing Body Type

From the drop down box choose the type of administrative body. Choose Board for County; Council for a City or Town; President and Board of Trustees for a Village or Town.

LPA Type

From the drop down box choose the LPA body type. Types to choose from are: County, City, Town or Village.

Name of LPA

Insert the name of the LPA.

Contract or Day Labor

From the drop down choose either Contract or Day Labor.

### Roadway/Street Improvements:

Name Street/Road

Insert the name of the Street/Road to be improved. For additional locations use the Add button.

Length

Insert the length of this segment of roadway being improved in miles.

Route

Insert the Route Number of the road/street to be improved if applicable.

From

Insert the beginning point of the improvement as it relates to the Street/Road listed to the left.

To

Insert the ending point of the improvement as it relates to the Street/Road listed to the left.

### Structures:

Name Street/Road

Insert the name of the Street/Road on which the structure is located. For additional locations use the Add button.

Existing Structure No.

Insert the existing structure number this resolution covers, if no current structure insert n/a.

Route

Insert the Route number on which the structure is located.

Location

Insert the location of the structure.

Feature Crossed

Insert the feature the structure crosses.

1

Insert a description of the major items of work of the proposed improvement.

2

Insert the dollar value of the resolution for the proposed improvement to be paid for with MFT funds in words followed by in the same amount in numerical format in the ().

## Instructions for BLR 09110 - Page 2 of 2

Name of Clerk	Insert the name of the LPA clerk.
LPA Type	Insert the type of clerk based on the LPA type. Types to choose from are: County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Governing Body Type	Insert the type of administrative body. choose Board for County; Council for a City or Town; President and Board of Trustees for a Village or Town
Name of LPA	Insert the name of the LPA.
Date	Insert the date of the meeting.
Day	Insert the day Clerk is signing the document.
Month, Year	Insert the month and year of the Clerk's signature.
Seal	The Clerk shall seal the document here, if required. If a seal is required, electronic signatures should not be used.
Clerk Signature	Clerk shall sign here.
Approved	The Department of Transportation shall sign and date here once approved.

**A minimum of three (3) certified signed originals must be submitted to the Regional Engineer's District office OR email PDF completed form with electronic signatures to your local District LRS office.**

Following IDOT's approval, distribution will be as follows:

- Local Public Agency Clerk
- Engineer (Municipal, Consultant or County)
- District

## Legislative Summary

### **Ordinance 23-32**

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

<b>Introduction:</b>	December 12, 2023
<b>Purpose:</b>	To approve a Text Amendment that modifies and establishes regulations for short-term dwelling units in the Village of Morton Grove.
<b>Background:</b>	<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"><li>• 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.</li><li>• Authorize short-dwelling units not meeting the Permitted Use standards as a Special Use in residential and commercial zoning districts.</li><li>• Establish general requirements relating to compliance certificates, minimum rental periods, parking, notice to neighbors, signage, hosting platform use, code compliance, and insurance.</li></ul> <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>
<b>Programs, Dept’s, Groups Affected</b>	Department of Community and Economic Development
<b>Fiscal Impact:</b>	N/A
<b>Source of Funds:</b>	N/A
<b>Workload Impact:</b>	The Text Amendment will be implemented and supervised by staff as part of their normal work activities.
<b>Administrative Recommendation:</b>	Denial
<b>Second Reading:</b>	January 9, 2023
<b>Special Considerations or Requirements:</b>	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/S<sup>3</sup></u>	<u>P/S<sup>3</sup></u>	<u>P/S<sup>3</sup></u>

<sup>3</sup> 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/S<sup>3</sup></u>	<u>P/S<sup>3</sup></u>	<u>P/S<sup>3</sup></u>

<sup>3</sup> 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/S<sup>3</sup></u>	<u>P/S<sup>3</sup></u>	<u>P/S<sup>3</sup></u>

<sup>3</sup> 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/S<sup>3</sup></u>	<u>P/S<sup>3</sup></u>	<u>P/S<sup>3</sup></u>

<sup>3</sup> 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

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**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 (P<sup>7</sup>/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



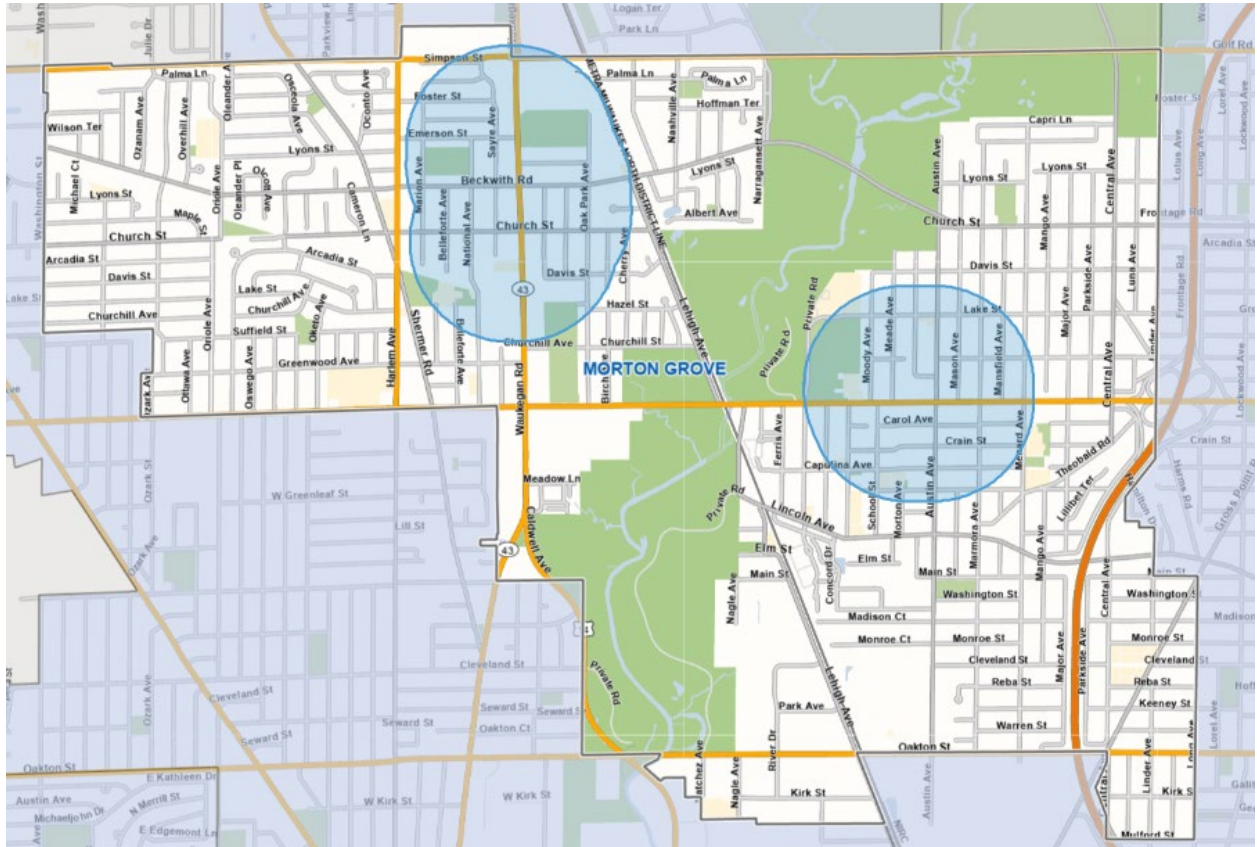
(P7/S) in the M-2 District, which provides the Village Administrator with the discretion to require a Special Use Permit. Considering the M-2 District abuts residential properties in select areas, the reclassification will provide additional protection and ensure land use compatibility.

- 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 <sup>2</sup>	P,S <sup>2</sup>	P,S <sup>2</sup>
Assisted living facilities	X	X	S
Colleges and universities and uses accessory and incidental thereto, not for profit	S	S	S
Community residence - <del>family</del> <u>no more than 8 residents</u>	P <sup>3</sup> ,S	P <sup>3</sup> ,S	P <sup>3</sup> ,S
Community residence - <del>group</del> <u>between 9 and 15 residents</u>	S <sup>3</sup>	S <sup>3</sup>	S <sup>3</sup>
Daycare centers when conducted on nonresidential properties	S	S	S
Daycare homes	P	P	P
Decks, patios and terraces	P <sup>1</sup>	P <sup>1</sup>	P <sup>1</sup>
<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 <sup>5</sup>
Garages and carports	P <sup>1</sup>	P <sup>1</sup>	P <sup>1</sup>
Gazebos	P <sup>1</sup>	P <sup>1</sup>	P <sup>1</sup>
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 <sup>2</sup>	P <sup>2</sup>	P <sup>2</sup>
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 <sup>4</sup>	S <sup>4</sup>	S <sup>4</sup>
Playhouses	P <sup>1</sup>	P <sup>1</sup>	P <sup>1</sup>
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 <sup>3</sup>
<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 <sup>1</sup>	P <sup>1</sup>	P <sup>1</sup>
Temporary trailers	P, S <sup>2</sup>	P, S <sup>2</sup>	P, S <sup>2</sup>
Toolsheds or similar storage areas	P <sup>1</sup>	P <sup>1</sup>	P <sup>1</sup>

#### 12-4-3: COMMERCIAL DISTRICTS

##### D. Uses:

Categories Of Use	C-1	C-2	C/R
Accessory uses	P <sup>1</sup>	P <sup>1</sup>	P <sup>1</sup>

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 <sup>3</sup>	S <sup>3</sup>	X
Automobile parking lots within 300 feet of the use served	P	P	P
Automobile service station	S <sup>3</sup>	S <sup>3</sup>	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 ( <del>excluding massage establishment</del> )	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 <sup>7</sup>
Cannabis Dispensing Organizations	S <sup>3</sup>	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 <sup>9</sup> /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 <sup>5</sup>
Commercial services	P	P	P
Commercial wireless communication services, as a principal use	S <sup>2</sup>	S <sup>2</sup>	S <sup>2</sup>
Community residence - <del>family</del> <u>no more than 8 residents</u> (minimum spacing distance less than 330 feet)	S <sup>3</sup>	S <sup>3</sup>	S <sup>3</sup>
Community residence - <del>family</del> <u>no more than 8 residents</u> (minimum spacing distance - 330 feet)	P <sup>3</sup>	P <sup>3</sup>	P <sup>3</sup>
Community residence - <del>group</del> <u>between 9 and 15 residents</u> (minimum spacing distance - 330 feet)	S <sup>3</sup>	S <sup>3</sup>	S <sup>3</sup>
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 <sup>3</sup>	S <sup>3</sup>	S <sup>3</sup>
Drive-thru facilities located within a shopping center that meets the criteria set forth in Section 12-5-5B-3.	P <sup>3</sup>	S <sup>3</sup>	S <sup>3</sup>

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 <sup>3</sup>	S <sup>3</sup>	P/S <sup>3</sup>
Multiple-family dwellings	S <sup>3</sup>	S <sup>3</sup>	P <sup>8</sup> /S <sup>3</sup>
Senior citizen housing	S <sup>3</sup>	S <sup>3</sup>	S <sup>3</sup>
Small Lot Single-Family Development	X	X	S <sup>10</sup>
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 <sup>7</sup>
Home improvement center	P	X	X
Houses of worship	P <sup>9</sup> /S	P <sup>9</sup> /S	P <sup>9</sup> /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 <sup>7</sup>
Laundromats (attendant on premises)	P	P	P
Libraries	P <sup>9</sup> /S	P <sup>9</sup> /S	P <sup>9</sup> /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
<del>Massage establishments, as a principal use</del>	<del>S</del>	<del>S</del>	<del>S</del>
Massage establishments - full body <u>or limited service</u>	S	S	S
<del>Massage therapy establishments – limited service</del>	<del>P</del>	<del>P</del>	<del>P</del>
Medical and dental offices/clinics -including laboratories as accessory use (first floor)	P <sup>9</sup> /S	P <sup>9</sup> /S	X/P <sup>7,9</sup> /S
Medical and dental offices/clinics -including laboratories as accessory uses (other than first floor)	P <sup>9</sup> /S	P <sup>9</sup> /S	P <sup>9</sup> /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 <sup>3</sup>	S <sup>3</sup>	P/S <sup>3</sup>
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 <sup>1</sup>
Nursing homes	P	X	X
Office equipment supply and service	P	X	X
Offices - business, contractor, professional and public (first floor)	P	P	X <sup>1</sup> /P <sup>7</sup>
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 <sup>7</sup>
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 <sup>3</sup>	P <sup>3</sup>	P <sup>3</sup>
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 <sup>3</sup>	S <sup>3</sup>	S <sup>3</sup>
Pet shops	S	S	S
Photographic studios (including develop and print of on premises pictures)	P <sup>9</sup> /S	P <sup>9</sup> /S	P <sup>9</sup> /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 <sup>9</sup> /S	X	X
Planned unit development on 1 acre tracts or larger	S <sup>4</sup>	S <sup>4</sup>	S <sup>4</sup>
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 <sup>9</sup> /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 <sup>9</sup> /S	P <sup>9</sup> /S	X/P <sup>7,9</sup> /S
Restaurants - drive-in	S <sup>3</sup>	S <sup>3</sup>	S <sup>3</sup>
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 <sup>9</sup> /S	X	P <sup>9</sup> /S
Sewing machine sales and service	P <sup>9</sup> /S	P <sup>9</sup> /S	X/P <sup>7,9</sup> /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 <sup>3</sup>	S <sup>3</sup>	S <sup>3</sup>
Taverns and cocktail lounges - music and vocal entertainment only	S	S	S
Taverns, bars, and cocktail lounges	P/S <sup>6</sup>	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 <sup>2</sup>	P <sup>2</sup>	P <sup>2</sup>
Theaters	P <sup>9</sup> /S	X	P <sup>9</sup> /S
Tobacco and pipe shops (no on-site smoking lounges)	P	P	P
Undertaking establishments	S	X	X
Upholstery shops	P <sup>9</sup> /S	P <sup>9</sup> /S	X/P <sup>7,9</sup> /S

#### 12-4-4: MANUFACTURING DISTRICTS

##### E. Uses<sup>1</sup>:

		M-O/R	M-1	M-2
Manufacturing:				
	Low nuisance industrial facilities	P	P	P
	Manufacturing, Light	S	P	P
	Manufacturing, Heavy	X	S	<del>P</del> P/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 <sup>2</sup> /S	P	P
	Research and Development laboratories	P <sup>2</sup> /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 <sup>3</sup> /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 <sup>4</sup>	S <sup>4</sup>
	Automobile service stations	X	S <sup>4</sup>	P <sup>4</sup>

Automobile, truck and trailer rental and leasing services	X	P	P
Automotive <del>or other motor vehicle</del> repair	X	S	P
Building maintenance and cleaning	P	P	P
Car wash	X	S	<del>P</del> <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 <sup>5</sup> /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>	<del>X</del>	<del>X</del>	<del>S</del>
<u>Truck repair facilities</u>	<del>X</del>	<del>X</del>	<del>S</del>

Transportation And Utilities:

Antenna and antenna support structures	P <sup>6</sup> /S	P <sup>6</sup> /S	P <sup>6</sup> /S
Cable television service	P	P	P
<del>Cartage service</del>	<del>X</del>	<del>X</del>	<del>S</del>
Commercial wireless communication services, as a principal use (subject to height restrictions)	P <sup>6</sup> /S	P <sup>6</sup> /S	P <sup>6</sup> /S
Electric services	S	P	P
Electric substations	X	P	P
<del>Freight terminals with or without maintenance facilities</del>	<del>X</del>	<del>X</del>	<del>S</del>
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 <sup>7</sup> /S	P <sup>7</sup> /S	<del>P</del> P <sup>7</sup> /S
	Moving and storage facilities – 20,000 square feet gross floor area or less	S <sup>4</sup>	S <sup>4</sup>	P <sup>4</sup>
	Moving and storage facilities – more than 20,000 square feet gross floor area	S <sup>4</sup>	S <sup>4</sup>	S <sup>4</sup>
	Self-storage facility	X	S	S
	Warehouse	P <sup>7</sup> /S	P <sup>7</sup> /S	<del>P</del> P <sup>7</sup> /S
	Warehouse, public	P <sup>7</sup> /S	P <sup>7</sup> /S	<del>P</del> P <sup>7</sup> /S
Medical:				
	Clinic, Medical or Dental	S	X	X
	Medical Cannabis Dispensing Organizations	S <sup>8</sup>	S <sup>8</sup>	S <sup>8</sup>
	Cannabis Cultivation Centers	S <sup>8</sup>	S <sup>8</sup>	S <sup>8</sup>
Office:				
	Office - Business/professional	P	P	P
	Office - Contractors, with on-site exterior material storage (excluding Heavy construction businesses)	X	<del>P</del> P <sup>7</sup> /S	<del>P</del> P <sup>7</sup> /S
	Office - Municipal	P	P	P
	Office – Technology Incubators, research and development, engineering and testing	P <sup>9</sup> /S	P <sup>9</sup> /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	<del>P</del> P <sup>7</sup> /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 <sup>10</sup>	S <sup>10</sup>	S <sup>10</sup>
	Recycling centers	X	X	S

Key:	P = Permitted	S = Special	X = Not Permitted
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<sup>1</sup> See chapter 2, "General Provisions", of this title.

<sup>2</sup> 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.

<sup>3</sup> 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.

<sup>4</sup> See chapter 5, "Special Zoning Provisions", of this title.

<sup>5</sup> 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.

<sup>6</sup> See chapter 3, "Regulations Of Specific Uses In All Zoning Districts", of this title.

<sup>7</sup> 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.

<sup>8</sup> See chapter 5, "Special Zoning Provisions", of this title.

<sup>9</sup> 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.

<sup>10</sup> 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 <sup>1</sup>
Housing for senior citizens	0.5 spaces per dwelling unit
Multi-family dwellings	1.75 spaces per dwelling unit <sup>2</sup>
Single-family dwellings	2.0 spaces per dwelling unit <sup>3</sup>
Two-family dwellings	2.0 spaces per dwelling unit <sup>3</sup>
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
<del>Freight terminals, with or without maintenance facilities</del>	<del>1.0 space per 1,000 square feet of gross floor area or 1.0 space per employee, whichever is greater</del>
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
<del>Parcel and express services/local trucking with or without storage</del>	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

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**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
<b>Northfield</b>	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	
<b>Palatine</b>	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
<b>Skokie</b>	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)
<b>Schaumburg</b>		Yes	
<b>Wheeling</b>		No	
<b>Wilmette</b>		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/S<sup>3</sup></u>	<u>P/S<sup>3</sup></u>	<u>P/S<sup>3</sup></u>

<sup>3</sup> 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/S<sup>3</sup></u>	<u>P/S<sup>3</sup></u>	<u>P/S<sup>3</sup></u>

<sup>3</sup> 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 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. 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 24-07

#### **AUTHORIZING AN INTERGOVERNMENTAL FUNDING AGREEMENT BETWEEN THE COMMUTER RAIL DIVISION OF THE REGIONAL TRANSPORTATION AUTHORITY ("METRA") AND THE VILLAGE OF MORTON GROVE FOR A NEW COMMUTER STATION AND RECONFIGURED PARKING FACILITY**

<b>Introduced:</b>	January 9, 2024
<b>Purpose:</b>	To authorize the Village Administrator to finalize and execute an intergovernmental agreement between Metra, the Commuter Rail Division of the Regional Transportation Authority, and the Village to support Metra's contribution of grant funds to the Metra station redevelopment project.
<b>Background:</b>	The Village is engaged in the design and construction of a new Metra commuter station and accessory parking facility located at 8501 Lehigh Avenue in Morton Grove, Illinois ("Project"). Metra is willing to contribute Three Hundred Thousand Dollars (\$300,000) toward the Project cost of approximately Two Million Five Hundred Thousand Dollars (\$2,500,000). The Village plans to seek bids to construct the Project in Q1 2024, prior to which an intergovernmental funding agreement must be executed between Metra and the Village in order for the Village to receive the designated grant funds at the Project's completion.
<b>Programs, Departments or Groups Affected</b>	Transit riders, Administration, Finance, Public Works, Community and Economic Development
<b>Fiscal Impact:</b>	\$2,200,000
<b>Source of Funds:</b>	Lincoln/Lehigh Tax Increment Financing (TIF) District
<b>Workload Impact:</b>	Administration, Finance, Public Works, and Community and Economic Development will manage and implement the Project as part of their normal work activities.
<b>Administrator Recommendation:</b>	Approval as presented.
<b>Second Reading:</b>	Not Required
<b>Special Considerations or Requirements:</b>	None

Submitted by - Ralph E. Czerwinski, Village Administrator

Reviewed by - Terry Hoffman Liston, Corporation Counsel

Prepared by - Zoe Heidorn, Community Development Administrator

## **RESOLUTION 24-07**

### **AUTHORIZING AN INTERGOVERNMENTAL FUNDING AGREEMENT BETWEEN THE COMMUTER RAIL DIVISION OF THE REGIONAL TRANSPORTATION AUTHORITY ("METRA") AND THE VILLAGE OF MORTON GROVE FOR A NEW COMMUTER STATION AND RECONFIGURED PARKING FACILITY**

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 Commuter Rail Division of the Regional Transportation Authority ("Metra") is a division of an Illinois municipal corporation established to provide public transportation by commuter rail in the State of Illinois; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., authorizes public agencies in Illinois to exercise jointly with any other public agency any power or powers, privileges, functions, or authority which may be exercised by a public agency, individually, and to enter into contracts for the performance of governmental services, activities, and undertakings; and

WHEREAS, the Village is engaged in the design and construction of a new Metra commuter station and reconfiguration of the accessory parking facility located at 8501 Lehigh Avenue in Morton Grove, Illinois ("Project"), to enhance the transit-oriented district and better serve public transit commuters; and

WHEREAS, Metra has the authority to cooperate with other governmental agencies and desires to contribute grant funds to the Village to aid in the funding for the Project; and

WHEREAS, the Project has been estimated to cost approximately Two Million Five Hundred Thousand Dollars (\$2,500,000) ("Project Cost") and Metra is willing to contribute grant funding to the Village to partially cover the Project Cost in an amount not to exceed Three Hundred Thousand Dollars (\$300,000); and

WHEREAS, any construction project undertaken by Metra in furtherance of their functional and operational activities is considered a public improvement, the costs of construction of which are designated as eligible to be paid for by tax increment financing funds under paragraph (4) of Section 11-74.4-3. (q) of the TIF Act, which addresses the cost of the construction of public works or improvements, specifically; and

WHEREAS, the balance of the Project Cost is to be paid for by tax increment financing funds of the Lincoln/Lehigh Tax Increment Financing District; and

WHEREAS, Metra and the Village have negotiated a draft intergovernmental agreement included herein as “Exhibit A” that establishes the scope of the Project, obligations of Metra and the Village, indemnification, insurance, eligible costs, payment by Metra, and other provisions.

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/her designee is hereby authorized to finalize and execute an intergovernmental agreement with Metra that substantially conforms to the draft agreement in “Exhibit A”.

SECTION 3: This Resolution shall be in full force and effect upon its passage and approval.

Passed this 9th day of January 2024

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

### INTERGOVERNMENTAL FUNDING AGREEMENT FOR A NEW COMMUTER STATION AND RECONFIGURED PARKING FACILITY IN THE VILLAGE OF MORTON GROVE

THIS INTERGOVERNMENTAL AGREEMENT (“**Agreement**”) Metra Agreement No. \_\_\_\_\_, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **Village of Morton Grove**, an Illinois municipal corporation (“**Municipality**”), and the **Commuter Rail Division of the Regional Transportation Authority**, a division of an Illinois municipal corporation (“**Metra**”). The Municipality and Metra are hereinafter sometimes individually referred to as a “**Party**” and jointly referred to as the “**Parties**.”

#### RECITALS

A. The Constitution of the State of Illinois, Article VII, Section 10, provides that units of local municipalities and school districts may contract among themselves in any manner not prohibited by law or by ordinance.

B. The Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., authorizes public agencies in Illinois to exercise jointly with any other public agency any power or powers, privileges, functions, or authority which may be exercised by a public agency, individually, and to enter into contracts for the performance of governmental services, activities, and undertakings.

C. In conjunction with a nearby transit-oriented development (“**TOD**”) the Municipality is engaged in the designing and construction of a new Metra commuter station and reconfiguring an existing parking facility resulting in expanding the capacity of the lot from 99 spaces to 103 (the “**Project**”).

D. Metra has the authority to cooperate with other governmental agencies and desires to contribute grant funds to the Municipality to aid in the funding for the Project.

E. The Municipality is authorized to cooperate with Metra in the exercise of its powers and agrees to perform, or cause to be performed, the Project at the Morton Grove Metra commuter facility, located east of Lehigh Avenue and south of Lincoln Avenue, on Metra’s Milwaukee District North Line (“**MD-N**”) GPS coordinates, 42.034981, -87.785166, MD-N MP 14.3 (“**Premises**”).

F. Metra’s goal in providing the agreed upon grant funds to the Municipality is to assure its commuter facility is in a state of good repair.

G. Metra has determined that it is in the best interest of the Parties to provide the Municipality the necessary grant funding for the performance of the Project.

## **AGREEMENT**

**NOW, THEREFORE**, for and in consideration of the foregoing Recitals, which are hereby incorporated into and made a part of this Agreement, the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted by the Parties, the Parties agree as follows:

1.     **THE PROJECT.** The Municipality agrees to undertake and complete the Project, approved by Metra and more specifically described in **Exhibit A**, attached to and made a part of this Agreement, (“**Project Scope**”).

2.     **AMOUNT OF GRANT.** The Project has been estimated to cost approximately Two Million Five Hundred Thousand Dollars (\$2,500,000.00) Metra agrees to provide grant funding to the Municipality in an amount not to exceed Three Hundred Thousand Dollars (\$300,000.00) for the Reimbursable Project Elements (“**Grant**” or “**Grant Funds**”). The Premises is within the Lincoln and Lehigh tax increment financing district making the Project eligible to use said tax increment financing funds (“**TIF Funds**”) to pay for the balance of the cost of the Project. Metra, at its sole discretion, may agree in writing to increase the amount of the Grant Funding subject to the approval of Metra’s Executive Director, but in no event shall the total amount provided by Metra under this Agreement exceed the Municipality’s actual costs of the Reimbursable Project Elements. Metra is not liable for any amount in excess of the amount of the Grant Funding. The Municipality agrees that it will provide, or cause to be provided, the cost of project elements which are not approved for Metra’s participation.

### **3.     METRA’S OBLIGATIONS.**

(a)     Metra shall review the Project Scope attached hereto as Exhibit A, in conjunction with the cost estimate(s) of the Project submitted by the Municipality (“**Cost Estimate**”). No work on the Project shall begin prior to Metra’s approval of the Project Scope and Cost Estimate. Said approved Cost Estimate shall become a part of this Agreement as **Exhibit B**.

(b)     Metra agrees to pay Municipality the Grant Funds pursuant to the terms and conditions of this Agreement.

(c)     Metra reserves the right to inspect the Project at any and all stages of Work, as later defined herein, and the right to audit the funding transaction and use of said funds.

### **4.     MUNICIPALITY’S OBLIGATIONS.**

(a)     Municipality shall be responsible for providing the Project Scope and Cost Estimate(s) for the Project unless Metra agrees in writing to provide such information. Metra will be under no obligation to pay for any work performed prior to Metra approving the Project Scope and Cost Estimate.

(b)     Municipality shall be responsible for the performance of the Project elements (“**Work**”) or causing the Work to be performed in a good and workmanlike manner and in accordance with the Project Scope and this Agreement.

(c) Municipality agrees to comply with all applicable federal laws, state laws, and regulations and shall obtain all necessary permits, licenses, consents, and other approvals for the performance of the Work.

(d) Municipality agrees that it shall manage, operate, and maintain the new Commuter Facility pursuant to a new station and parking OMA or “**SPOMA**” attached hereto as **Exhibit C** to be signed contemporaneously with this Agreement.

(e) To the fullest extent permitted by law, the Municipality agrees to indemnify, defend and hold harmless Metra, the RTA and the NIRCRC, their respective directors, administrators, officers, agents, employees, successors, assigns and all other persons, firms and corporations acting on their behalf or with their authority, from and against any and all injuries, liabilities, losses, damages, costs, payments and expenses of every kind and nature (including, without limitation, court costs and attorneys’ fees) for claims, demands, actions, suits, proceedings, judgments, settlements arising out of or in any way relating to or occurring in connection with the Project or this Agreement. The indemnities contained in this Section shall survive termination of this Agreement.

(f) Municipality shall permit, and shall require its contractors to permit, Metra or its designated agents to inspect all work, materials, payrolls, and other data, and records with regard to the Project and to audit the books, records, and accounts of Municipality and its contractors with regard to the Project.

## **5. JOINT OBLIGATIONS.**

(a) The Parties agree to do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in furthering the objectives of this Agreement, and the intent of the Parties as reflected by the terms of this Agreement, including, without limitation, the enactment of such resolutions and ordinances, the execution of such permits, applications and agreements, and the taking of such other actions as may be necessary to enable the Parties’ compliance with the terms and provisions of this Agreement, and as may be necessary to give effect to the objectives of this Agreement and the intentions of the Parties as reflected by the terms of this Agreement.

(b) Neither Party shall assign this Agreement to any person or entity without the prior written consent of the other Party.

(c) Municipality and Metra agree that this Agreement is for the benefit of the Parties and not for the benefit of any third-party beneficiary. No third-party shall have any rights or claims against Metra or the Municipality arising from this Agreement.

(d) The Parties understand that a Railroad flagman may be required whenever Municipality or its contractor is performing the Work on Metra property or other railroad property for the purposes set forth herein, the cost of which will be borne by Metra. In the event it is determined flagging will be required pursuant to a work schedule (“**Schedule**”) provided by Municipality, then Metra and Municipality agree to cooperate in scheduling the flagging to



facilitate the Project. In the event the Work is being performed on the property of another railroad, but is being funded by Metra, then in that event, the Municipality or its contractor may need to enter into an Entry Agreement with the other railroad, and Metra agrees provide the Municipality any such additional funding to compensate the Municipality for any costs associated with access to another railroad's property or the flagging required by the other railroad.

6. **NO OBLIGATIONS TO THIRD PARTIES.** Neither Metra nor any state or federal funding agency shall be subject to any obligations or liabilities of contractors of the Municipality or their subcontractors or any other person not a party to this Agreement without Metra's specific consent. This limitation shall apply despite the fact that Metra concurred in or approved of the award of any contract, subcontract, or the solicitation thereof. Unless expressly authorized in writing by Metra, the Municipality agrees to refrain from executing any transfer of title, lease, lien, pledge, mortgage, encumbrance, contract, grant anticipation note, alienation, or other obligation that in any way would affect Metra's interest in any Project Facilities or obligating itself in any manner to any third-party with respect to Project Facilities.

7. **CONTRACTOR INDEMNIFICATION AND INSURANCE.**

(a) In all contracts executed by Municipality for the Project and performance of the Work on the Premises, or to be located on such Premises, Municipality will require appropriate clauses to be inserted requiring contractors to indemnify, hold harmless and defend Metra, RTA and NIRCRC, their directors, employees, agents, licensees, successors and assigns from and against any and all risks, liabilities, claims, demands, losses, and judgments, including court costs and attorneys' fees, arising from, growing out of, or related in any way to work performed by such contractor(s), or their officers, employees, agents or subcontractors, and their agents or employees.

(b) Municipality will further require its contractor to obtain any insurance that may be required by Metra and cause appropriate clauses to be inserted in all such contracts requiring contractors to procure and maintain comprehensive policies of insurance, insuring contractor, Metra, RTA and NIRCRC, their directors, employees, agents, successors and assigns from and against any and all risks, liabilities, claims, demands, losses and judgments, including court costs and attorneys' fees, arising from, growing out of or in any way related to the work performed or to be performed by such contractor(s), whether or not any such liability, claim, demand, loss or judgment is due to or arises from the acts, omissions or negligence of such contractor(s), or their officers, employees, agents or subcontractors and their agents or employees.

8. **ELIGIBLE COSTS.**

(a) Expenditures incurred by Municipality for the Reimbursable Project Elements shall be reimbursable under the Project as Eligible Costs to the extent they meet the requirements set forth below:

- i. Be necessary in order to accomplish the Project; and
- ii. Be satisfactorily documented.

(b) In the event that it may be impractical to determine exact costs of indirect or service functions, Eligible Costs will include such allowances for these costs as may be approved in writing by Metra.

9. **PAYMENT BY METRA.** Metra shall pay Municipality upon submittal of an acceptable invoice to Metra along with any detailed information about the Work that may be required by Metra. Metra shall process the invoice to verify that such costs are Eligible Costs incurred by Municipality and shall submit payment within 30 days of the date upon which such payment invoice was timely received. Municipality shall timely submit invoices for actual costs incurred for the Reimbursable Project Elements, but in any event within 45 days after completion of the Project. Reimbursement of any cost pursuant to this Section shall not constitute a final determination by Metra of the allowability of such cost and shall not constitute a waiver of any violation of the terms of this Agreement committed by Municipality. Metra will make a final determination as to the allowability only after a final audit of the Project has been conducted.

10. **DOCUMENTATION OF PROJECT COSTS.** All costs charged to the Project, including any approved services contributed by Municipality or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and property of the charges. Municipality shall maintain all financial records of the Project expenses for a minimum of three years after the federal grant is closed out.

11. **AUDIT AND INSPECTION.** Municipality shall permit, and shall require its contractors to permit, Metra, RTA, or any other state or federal agency providing grant funds, or their designated agents, authorized to perform such audit and inspection, to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts of Municipality and its contractors with regard to the Project.

12. **RIGHT OF METRA TO TERMINATE.** Upon written notice to Municipality, Metra reserves the right to suspend or terminate all or part of the financial assistance herein provided if Municipality is, or has been, in violation of the terms of this Agreement. Any failure to make progress which significantly endangers substantial performance of the Project within a reasonable time shall be deemed to be a violation of the terms of this Agreement. Termination of any part of the Grant Funds will not invalidate obligations properly incurred by Municipality and concurred in by Metra prior to the date of termination to the extent they are non-cancellable. The acceptance of a remittance by Metra of any or all Project Funds previously received by Municipality or the closing out of Metra financial participation in the Project shall not constitute a waiver of any claim which Metra may otherwise have arising out of this Agreement. In the event of termination of this Agreement during the construction phase for reasons other than violation of the terms hereof by Municipality, Metra shall determine the most appropriate course of action to be taken with respect to the Project.

13. **PROJECT SETTLEMENT AND CLOSE-OUT.** Upon receipt of notice of successful completion of the Project or upon termination by Metra, Municipality shall cause a final audit to be performed of the Project to determine the allowability of costs incurred and make settlement of the Metra Grant. If Metra has made payments to Municipality in excess of the total cost of the Project or if Metra has advanced funds which exceed the Project cost, Municipality shall promptly remit such excess funds to Metra. Project close-out occurs when Metra notifies Municipality and

forwards the final Grant payment or when an appropriate refund of Metra Grant Funds has been received from Municipality and acknowledged by Metra. Grant Funds which have not been dispersed to the Municipality will automatically revert to Metra upon completion of the Project, provided that no outstanding invoices from the Municipality are pending submittal. Close-out shall be subject to any continuing obligations imposed on Municipality by this Agreement or contained in the final notification or acknowledgment from Metra.

14. **CONTRACTS AND PROJECT MANAGEMENT.** Municipality shall execute all contracts and perform all project management activities in accordance with the terms of this Agreement.

15. **COMPETITIVE BIDDING.** Municipality agrees to give full opportunity for free, open, and competitive bidding in accordance with state statutes, as applicable, and the Municipality's established rules, regulations and ordinances for each contract to be let by Municipality that requires constructing or furnishing of any materials, supplies, or equipment to be paid for with Project Funds and Municipality shall give such publicity in its advertisements or calls for bids for each contract as will provide adequate competition. The award for each such contract shall be made by Municipality as soon as practicable to the lowest responsive and qualified bidder or as otherwise specifically approved by Metra.

16. **SETTLEMENT OF THIRD-PARTY CONTRACT DISPUTES OR BREACHES.** Metra has a vested interest in the settlement of disputes, defaults, or breaches involving any Metra-assisted third-party contracts. Metra retains a right to a proportionate share, based on the percentage of the Metra share committed to the Project, of any proceeds derived from any third-party recovery. Therefore, Municipality shall avail itself of all legal rights available under any third-party contract. Municipality shall notify Metra of any current or prospective litigation pertaining to any compromise or settlement of the Municipality's claim(s) involving any third-party contract, before making Metra assistance available to support that settlement. If the third-party contract contains a liquidated damages provision, any liquidated damages recovered shall be credited to the project account involved unless Metra permits otherwise.

17. **SEVERABILITY.** Metra and Municipality agree that if any provision of this Agreement is held invalid for any reason whatsoever, the remaining provisions shall not be affected thereby if such remainder would then continue to conform to the purposes, terms and requirements of applicable law.

18. **AMENDMENT.** Metra and Municipality agree that no change or modification to this Agreement or any Exhibits or attachments hereto, shall be of any force or effect unless such amendment is dated, reduced to writing, executed by both parties, and attached to and made a part of this Agreement. No work shall be commenced and no costs or obligations incurred in consequence of any amendment to this Agreement or any attachments hereto unless and until such amendment has been executed and made a part of this Agreement and the Project Budget has been amended to conform thereto.

19. **COUNTERPARTS.** This Agreement may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

20. **EXPENDITURE OF GRANT FUNDS.** Municipality agrees that the Grant Funds for this Project must be expended upon approved Project elements within 24 months of execution of the Grant contract. Unless otherwise specified in writing by Metra, all unexpended Grant Funds will automatically revert to Metra upon the expiration of this 24-month time period.

21. **ENTIRE AGREEMENT.** This Agreement represents the entire Agreement between Metra and Municipality and supersedes all prior negotiations and agreements. This Agreement shall be construed in accordance with the internal laws of the State of Illinois. This Agreement may be amended only by written instrument signed by both Parties hereto.

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

(a) Notices to Metra shall be sent to:

Metra  
547 W. Jackson Boulevard  
Chicago, Illinois 60661  
Attn: Director of Government Affairs  
Phone: (312) 322-6494

(b) Notices to Municipality shall be sent to:

Morton Grove Village Hall  
6101 Capulina Avenue  
Morton Grove, Illinois 60053  
Attn: Village Administrator  
Phone: (847) 965-4100

23. **GENERAL.**

(a) This Agreement and the rights and obligations accruing hereunder are binding upon the Parties and their respective heirs, legal representatives, successors and assigns. No waiver of any obligation or default of Municipality shall be implied from omission by Metra to take any action on account of such obligation or default, and no express waiver shall affect any obligation

or default other than the obligation or default specified in the express waiver and then only for the time and to the extent therein stated.

(b) Section captions used in this Agreement are for convenience only and shall not affect the construction of this Agreement. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular, and the masculine, feminine and neuter shall be freely interchangeable. In the event the time for performance hereunder falls on a Saturday, Sunday or holiday, the actual time for performance shall be the next business day.

(c) This Agreement shall be governed by the laws of the State of Illinois. This Agreement provides for the development and maintenance of real estate located within the State of Illinois and is to be performed within the State of Illinois. Accordingly, this Agreement, and all questions of interpretation, construction, and enforcement hereof, and all controversies hereunder shall be governed by the applicable statutory and common law of the State of Illinois.

(d) This Agreement, together with the exhibits attached hereto (all of which are incorporated herein by this reference), constitutes the entire Agreement between the Parties with respect to the subject matter hereof.

(e) The execution, delivery of, and performance under this Agreement is pursuant to authority, validity and duly conferred upon the Parties and signatories hereto.

**(Signature Page to Follow)**

**IN WITNESS WHEREOF**, this Agreement is entered into by and between the Parties hereto as of the date and year first above written.

**VILLAGE OF MORTON GROVE:**

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

By: \_\_\_\_\_

Name: Ralph E. Czerwinski  
Title: Village Administrator

By: \_\_\_\_\_

James M. Derwinski,  
CEO/Executive Director

# Exhibit A

## **Project Scope**

The Village is proposing to locate the new station north of the current station footprint to improve site access, circulation, and visibility. Moving the station to the north is not anticipated to exacerbate current closures of Dempster Street at the rail crossing. Moving the station to the south to alleviate Dempster Street closures is not possible due to existing signaling infrastructure to the south of the station that cannot be relocated. The existing Elm Street driveway, which is awkward and hazardous in its geometry, will be removed. Two driveways off Lehigh Avenue, one of which will align with the future mixed-use development at 8500-50 Lehigh Avenue, will provide safer and more direct access to the station's pick-up and drop-off area, commonly referred to as the Kiss-N-Ride area.

The proposed station will include approximately 1,280 square feet of interior floor space and feature a foyer, atrium, waiting areas, retail space, unisex restroom, and utility closet. The current ticketing agent area will be replaced by ticket vending machines, a change that Metra has authorized. Whether a public restroom and commercial space is to be included is the sole decision of the Village. The Village plans to lease the 150-square-foot commercial space to a food vendor or service provider, but no tenant has been identified at this time. A proposed service window along the north elevation will allow customers to make purchases from the commercial tenant without entering the station.

The east side of the station will feature a large, covered entrance facing the platform, and both north and south elevations will feature smaller covered waiting areas. A heated 24-hour waiting area, a station feature required by Metra, will be accessible from the east elevation. The surface parking area, which currently contains 99 parking spaces, will be reconfigured to provide 103 parking spaces. New landscape areas will be provided around the site's perimeter and throughout the parking lot.

The new station will close to the public and be locked at night, but exact hours of operation are to be determined. The 24-hour waiting area, a requirement of Metra station design, will remain open to the public at all hours.

# Exhibit B

Cost Estimate

To be added when available



# Exhibit C

## AGREEMENT FOR THE OPERATION AND MAINTENANCE OF A COMMUTER RAIL FACILITY IN THE VILLAGE OF MORTON GROVE

**THIS AGREEMENT** (“**Agreement**”) Metra Agreement No. \_\_\_\_\_, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **Commuter Rail Division of the Regional Transportation Authority**, a division of an Illinois municipal corporation (“**Metra**”) and the **Village of Morton Grove**, an Illinois municipal corporation (“**Municipality**”). Metra and Municipality are hereinafter sometimes individually referred to as a “**Party**” and jointly referred to as the “**Parties**.”

### RECITALS

A. Metra owns the existing depot and will own the new depot (sometimes referred to as “**Station**” or “**Station Facility**”) to be constructed and the parking facility (sometimes referred to as “**Parking**” or “**Parking Facility**”), to be reconfigured by Municipality a portion of which funded by through Metra with state, federal or Metra funds, on the property owned by Metra\_ and identified as a part of permanent index number(s) 10-20-500-001, 10-19-204-017, 10-19-205-001, and 10-19-205-002, GPS coordinates, 42.034981, -87.785166, MD-N MP 14.3, as delineated on **Exhibit 1** attached to and made a part of this Agreement (“**Premises**”). The Station Facility and Parking Facility are hereinafter sometimes jointly referred to as the “**Commuter Facility**.”

B. Additionally, Exhibit 1 also summarizes the Parties’ relative maintenance responsibilities following Project completion. Any discrepancy between this Agreement and Exhibit 1 the provisions of Exhibit 1 shall prevail.

C. Metra desires to grant to Municipality the right to manage, operate and maintain the Commuter Facility on the Premises.

### AGREEMENT

**NOW, THEREFORE**, for and in consideration of the foregoing Recitals, which are hereby incorporated into and made a part of this Agreement, and the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted by the Parties, Metra does hereby grant to Municipality the right to manage, operate, and maintain the Commuter Facility subject to and in accordance with the following terms covenants and conditions:

1. **FEE AND TERM.** Municipality covenants and agrees to pay Metra the sum of Ten Dollars (\$10.00) as a one-time use fee for the Commuter Facility. Municipality’s obligations and right to use the Commuter Facility under the terms and provisions of this Agreement shall commence on \_\_\_\_\_ and shall continue in force and effect indefinitely (“**Use Term**”) unless otherwise terminated as provided under the terms and conditions of this Agreement. Either Party may terminate this Agreement by giving the other Party written notice of its intention to terminate, at least 90 days in advance. NOTE: If Municipality terminates this Agreement within the

first twenty (20) years after the construction of the planned improvements and at no fault of Metra, Municipality may be required to reimburse Metra a percentage of the funds granted to Municipality pursuant to the Intergovernmental Agreement (“IGA”) of which this Station and Parking Operation and Maintenance Agreement (“SPOMA”) is attached as Exhibit C thereto.

## 2. **PURPOSE OF USE.**

(a) The Parties agree that the purpose of this Agreement is to ensure that the Premises is protected, maintained, and operated as a Commuter Facility with daily rates for public parking. Municipality desires to control access to said Premises and operate and maintain the Commuter Facility pursuant to the terms and conditions of this Agreement.

(b) Parking lot fees set and collected by Municipality shall be standardized for all patrons of the Parking Facility and Municipality shall under no circumstances discriminate against non-residents of the Municipality in setting parking fees. The Parking Facility shall be operated as a daily fee parking lot with spaces available on a first come, first served basis. Metra reserves the right, at any time, to review and approve the amount of the parking fees charged by Municipality, which approval shall not be unreasonably withheld provided, however, that the proposed increase is consistent with regional standards for Metra parking lots.

(c) Municipality may, upon the prior written consent of Metra, sublicense space for related commuter services, such as vending and concession operations provided that such terms are acceptable to Metra.

(d) As long as adequate indemnification and insurance are provided to Metra and Metra has given Municipality prior written approval, the Municipality shall be permitted to use or allow others to use, the Parking Facility, or any lesser portion thereof, on Saturdays and Sundays for municipal or civic events sponsored by or approved by the Municipality. Prior written approval from Metra shall not be unreasonably withheld.

3. **USE BY METRA AND PUBLIC.** Metra further reserves unto itself, its successors and assigns, permittees and licensees the right to use said Premises in the general conduct of its railroad business including endeavors for the convenience of its commuters and the public including without limitation, such services as coin operated vending machines and automated teller machines. Municipality shall not interfere with or infringe upon Metra’s or the public’s lawful use of the said Premises so reserved, including, without limitation, displaying third-party digital and static advertising signage. Municipality further agrees that Municipality and Municipality’s employees and invitees in and about said Premises shall be subject to the general rules and regulations of Metra relating to the operation of Metra commuter facilities and to Metra’s railroad operations. Metra reserves the nonexclusive right to regulate and control the people who enter said Premises and their conduct and reserves the right to enter upon said Premises at any time and to eject therefrom any disorderly person or persons.

## 4. **MAINTENANCE, ACCESS, AND RELOCATION.**

(a) **Maintenance of the Station Facility.** Except as otherwise provided herein, Municipality, shall manage the Station and shall be responsible throughout the Use Term to maintain and repair the Station Facility and all fixtures and appurtenances thereon and shall keep all of the same, and any area used in the future for commercial development, in a good state of repair,

appearance and order (including, but not limited to, janitorial maintenance of floors and windows, painting, plumbing fixtures, broken glass, all utilities inside the Station Facility, and snow removal from sidewalks (leading to ramps, platforms and/or stairwells and the providing of scavenger service)), corresponding to standards that apply to Municipality's other public buildings and facilities ("**Routine Maintenance**"), except Municipality **shall not** be responsible for: (i) the snow removal from the platforms, ramps, and stairwells, (ii) any utilities located on or along the ramps, platforms or stairwells, or (iii) repairing or replacing any structural portion of the Station Facility (including, but not limited to, support walls, structural members, columns, floors, roof, heating plant and foundation). Metra shall repair and/or replace the structural portion of the Station Facility which has come into such a state of disrepair as to require repair or replacement. Municipality shall be responsible for notifying Metra, in writing, within thirty (30) days of the need for replacements or repairs which are to be the responsibility of Metra. For the purpose of determining what items shall be the responsibility of Municipality or Metra hereunder it is hereby agreed that any single item costing Three-Thousand Five Hundred Dollars (\$3,500.00) or more, to repair or replace, shall be the responsibility of Metra ("**Metra Repair**"), and all other maintenance and repair expenses shall be the responsibility of Municipality, unless said item to be replaced or repaired is part of the structural portion of the Station Facility, in which case Metra shall be solely responsible for its replacement or repair regardless of the cost of said replacement or repair. The threshold amount to qualify as a Metra Repair shall increase annually by five percent (5%) each year on the anniversary date of this Agreement. Municipality shall inspect the Station at least once each year and notify Metra if a Metra Repair will be necessary. The maintenance obligations as stated herein are further delineated on **Exhibit 2**, attached to and made a part of this Agreement.

(b) Municipality shall inspect the Station at least monthly pursuant to the Maintenance Checklist attached to and made a part of this Agreement as **Exhibit 3**. Municipality shall be responsible for filling out the Maintenance Checklist, maintaining copies and submitting the completed forms to Metra's Engineering Department on at least a semi-annual basis (no later than the 1<sup>st</sup> of February and 1<sup>st</sup> of July of each year).

(c) **Maintenance of the Commuter Facility.** Municipality, at its own cost and expense, shall manage the Commuter Facility and shall be responsible for the performance of "**Routine Maintenance**" throughout the Use Term. For purposes of maintenance of the Commuter Facility, Routine Maintenance shall include but shall not be limited to, snow removal, insurance, lighting upkeep, sealing and patching pavement, patrolling the Commuter Facility and payment of utility expenses associated with the operation of the Commuter Facility. Municipality shall also be responsible for capital improvements to the Commuter Facility, including but not limited to, major rehabilitation, excavation, demolition of structures, new construction, light standard placement or replacement necessitated by damage to a structure. In the event Municipality fails to manage, operate or maintain the Commuter Facility in accordance with the terms and provisions of this Agreement, Metra may, after having given the Municipality thirty (30) days prior written notice of and an opportunity to cure such failure, provide, or cause to be provided, such management, operation and maintenance services and Municipality shall reimburse Metra for the cost of said management, operation and maintenance services within thirty (30) days of Municipality's receipt of a written demand for payment from Metra.

(d) Municipality accepts the Premises subject to rights of any party, including Metra, in and to any existing roadways, easements, permits, or licenses. Municipality agrees to provide access to the Premises to Metra and the public over and through the existing roadways and easements should such access be deemed necessary by Metra. Municipality further agrees that Metra shall not be responsible for the care or maintenance (including snow removal) of said roadways.

(e) Municipality shall be responsible for the “**Standard Maintenance**” of all landscaping on and along the Premises. For purposes of this Agreement, Standard Maintenance shall include without limitation watering, weeding, mowing, trimming, and mulching as dictated by the specific plantings on the Premises.

(f) Metra reserves the right to relocate the Commuter Facility or any portion thereof onto other Metra property, at its own cost and expense, in the vicinity of the Premises with no liability for damages to Municipality’s interest in the Commuter Facility resulting from such relocation; provided, however, that Metra shall give Municipality sixty (60) days prior written notice of its intention to relocate the existing Commuter Facility or portion thereof.

5. **RAIL SERVICE.** Metra makes no warranties or representations, expressed or implied, as to continued rail service to the Premises.

6. **REVENUES.**

(a) All Parking fees, fines, or other revenue derived from Municipality’s use of the Commuter Facility including without limitation vender leases (“**Revenues**”) shall first be utilized for Routine Maintenance, Standard Maintenance and administrative expenses incurred from the operation of the Commuter Facility. The remainder shall be deposited in a capital improvement account, designated specifically for the Commuter Facility, to be used for future renovation or rehabilitation of the Commuter Facility. Upon termination of this Agreement, Municipality shall deliver all remaining Revenues, including, without limitation, those on deposit in such capital improvement account, to Metra.

(b) Municipality shall establish and maintain adequate accounting records of all Revenues collected and expenses incurred based on generally accepted accounting principles consistent with the manner Municipality maintains records of its other accounts in order to ensure compliance with this Agreement. Municipality shall permit and shall require its contractors to permit Metra, the Regional Transportation Authority (“**RTA**”), the Northeast Illinois Regional Commuter Railroad Corporation (“**NIRCRC**”) or any other agency authorized to perform such audit and inspection, to inspect all work, material and other data and records with regard to the Revenues collected and to audit the books and accounts of Municipality and its contractors with respect to said Revenues. Municipality shall submit to Metra an annual audit of its records relating to the Revenues collected and shall make its records available to Metra at mutually convenient times. Furthermore, Municipality shall immediately notify Metra if the Commuter Facility is to be used in a manner substantially different from that intended by this Agreement. At the option of Metra, Metra and Municipality shall conduct a yearly joint inspection of the Premises to assure compliance with the terms of this Agreement.

7. **LICENSE TO OPERATE.** Municipality shall pay for the cost of any licenses, permits, or fees required by federal, state or local rule, regulation, ordinance or law necessary to manage, operate and maintain the Commuter Facility.

8. **SIGNS.**

(a) Municipality shall not post or place any signs on the Premises without having first received Metra’s approval of the content, design, and location of the sign, which approval shall

not be unreasonably withheld, provided, however, that no signs shall be permitted on or about the exterior facade of the Station Facility. Metra reserves the right to post or place or to have posted or placed on the Premises, informational signs relative to the operations of Metra.

(b) Metra, by or through its advertising agent and, as applicable, its carriers, shall be entitled to place advertising sign structures displaying third-party advertising whether static or digital along the railroad right-of-way, provided that such sign structures do not create a safety hazard, comply with applicable state and federal railroad regulations and are not placed directly adjacent to or on the front side of the station depot or shelters so as to impede pedestrian traffic: To the extent such a program is currently available to Metra, Municipality shall have the opportunity to participate in a program for the advertising of local municipal events, such as farmer markets and concerts.

(c) The Municipality shall permit Metra, by or through its advertising agent, to place banners from light poles located on the Parking Facility for the advertising of local and regional businesses.

(d) The Municipality shall not cause any tax or fee to be assessed against the signs or be required of Metra or Metra's contractor(s) for the installation and maintenance of the sign structures described in this Section.

## 9. COMPLIANCE (LEGAL AND INSURANCE).

(a) Municipality shall not use or permit upon the Premises anything that will invalidate any policies of insurance held by Metra or Municipality now or hereinafter carried on or covering the Premises, the Commuter Facility or any improvements thereon. Municipality shall manage, operate, maintain, and use the Premises and the Parking Facility in compliance with the requirements of all local, state, and federal ordinances, laws, rules, and regulations in effect during the Use Term.

(b) Throughout the Use Term, Municipality agrees to furnish insurance in form and in such amounts as required by Metra's Risk Management Department (312)-322-1455 and shall deliver to Metra's Risk Management Department certificates of insurance or such other documentation acceptable to Metra's Risk Management Department evidencing the acquisition of the required insurance. Such policies of insurance or self-insurance shall include commercial general liability, automobile, workers compensation, and when required, railroad protective liability insurance coverage as stated on **Exhibit 4** attached to and made a part of this Agreement ("**Insurance Requirements**"). A duplicate copy of such insurance policy or a certificate of insurance and signed copy of a report showing established insurable value shall be furnished to Metra and must show on the insurance policy or the certificate of insurance that Metra will be properly notified in writing at least thirty (30) days prior to any modification or cancellation of such policy.

(c) Municipality and its agents shall not permit the existence of any nuisance on the Premises or during the operation of the Commuter Facility; shall not create dangerous or hazardous conditions on the Premises, nor allow dangerous, explosive, flammable, or combustible materials on the Premises which would increase or tend to increase the risk of fire; and further, the Municipality or its agent shall keep, observe and comply with all federal, state and local rules, regulations, ordinances, and laws having jurisdiction over the Premises or the Parking Facility. If, as a result of the Municipality's occupancy of the Premises hereunder, any such rule, regulation, ordinance or law is violated, the Municipality shall protect, hold harmless, defend and indemnify Metra, RTA and NIRCRC from and against any and all losses, penalties, fines, costs, damages or

expenses, including court costs and attorneys' fees, caused by, resulting from, or connected with such violation or violations.

(d) Municipality and its agents agree to use their reasonable best efforts to prevent the occurrence of contamination, hazardous materials or any related environmental damage or condition on the Premises during the Use Term. Should any contamination or other environmental condition occur or result from Municipality's use or occupancy of the Premises, Municipality will be responsible for all costs associated with its mitigation, cleanup and any related liability. Municipality specifically agrees to indemnify, defend, and hold harmless Metra, RTA and NIRCRC from all such loss, damages, costs or liabilities, including court costs and attorneys' fees, arising from Municipality's use or occupancy of the Premises.

(e) Municipality's failure to obtain or to cause its contractors to obtain proper insurance coverage or to insure Metra, the RTA or the NIRCRC as additional insureds shall not, at any time, operate as a waiver to Metra's right to indemnification and defense against any claims, damages or injuries covered under the terms and provisions of this Agreement.

(f) During the Use Term, Metra may make commercially reasonable increases in the amount of insurance required by Municipality or its contractor(s) and/or sub-contractor(s) under the terms and provisions of this Agreement.

#### **10. WAIVER AND INDEMNIFICATION.**

(a) To the fullest extent permitted by law, the Municipality hereby assumes and agrees to release, acquit and waive any rights which Municipality may have against and forever discharge Metra, the RTA and the NIRCRC, their respective directors, administrators, officers, employees, agents, successors, assigns and all other persons, firms and corporations acting on their behalf or with their authority, from and against any and all claims, demands or liabilities imposed upon them by law or otherwise of every kind, nature and character on account of personal injuries, including death at any time resulting therefrom, and on account of damage to or destruction of property arising out of or in any way relating to or occurring in connection with the activities permitted under the terms and provisions of this Agreement or which may occur to or be incurred by the Municipality, its employees, officers, agents and all other persons acting on the Municipality's behalf while on the Premises or arising from the condition of the Premises during the term of this Agreement, except to the extent such injuries or damages are caused by the negligence or willful misconduct of Metra, the RTA, or the NIRCRC. Notwithstanding anything in this Agreement to the contrary, the releases and waivers contained in this paragraph shall survive termination of this Agreement.

(b) To the fullest extent permitted by law, the Municipality agrees to indemnify, defend and hold harmless Metra, the RTA and the NIRCRC, their respective directors, administrators, officers, agents, employees, successors, assigns and all other persons, firms and corporations acting on their behalf or with their authority, from and against any and all injuries, liabilities, losses, damages, costs, payments and expenses of every kind and nature (including, without limitation, court costs and attorneys' fees) for claims, demands, actions, suits, proceedings, judgments, settlements arising out of or in any way relating to or occurring in connection with: (i) the activities permitted under the terms and provisions of this Agreement; (ii) the condition of the Premises; (iii) the failure to investigate claims; or (iv) which may occur to or be incurred, by the Municipality, its employees, officers, agents, and all other persons acting on its behalf while on the Premises, or, except to the extent such injuries, liabilities, losses, damages, costs, payments or expenses are caused by the

negligence or willful misconduct of Metra, the RTA or the NIRCRC. Metra agrees to notify the Municipality in writing within a reasonable time of any claim of which it becomes aware which may fall within this indemnity provision. The Municipality further agrees to defend Metra, the RTA, the NIRCRC, their respective directors, administrators, officers, agents and employees against any claims, suits, actions or proceedings filed against any of them with respect to the subject matter of this indemnity provision provided, however, that Metra, the RTA and the NIRCRC, may elect to participate in the defense thereof at their own expense or may, at their own expense, employ attorneys of their own selection to appear and defend the same on behalf of Metra, the RTA, the NIRCRC, and their respective directors, administrators, officers, agents or employees. The Municipality shall not enter into any compromise or settlement of any such claims, suits, actions or proceedings without the consent of Metra, the RTA and the NIRCRC, which consent shall not be unreasonably withheld.

(c) Notwithstanding anything to the contrary contained in this Agreement, the indemnities contained in this paragraph shall survive termination of this Agreement and the indemnification and hold harmless provisions set forth in this Agreement shall not be construed as an indemnification or hold harmless against and from the negligence or willful misconduct of Metra, the RTA or the NIRCRC with respect to any construction work performed by the Municipality or those performing on behalf of or with the authority of the Municipality in violation of the Illinois Construction Contract Indemnification for Negligence Act, 740 ILCS 35/0.01 et seq.

#### **11. CONTRACTOR INDEMNIFICATION AND INSURANCE.**

(a) In all contracts executed by Municipality for maintenance of the Premises (including snow removal) or for the construction, rehabilitation, improvement, repair or maintenance of structures, facilities or improvements located on the Premises, or to be located on such Premises, Municipality will require appropriate clauses to be inserted requiring contractors to indemnify, hold harmless and defend Metra, RTA and NIRCRC, their directors, employees, agents, licensees, successors and assigns from and against any and all risks, liabilities, claims, demands, losses, and judgments, including court costs and attorneys' fees, arising from, growing out of, or related in any way to work performed by such contractor(s), or their officers, employees, agents or subcontractors, and their agents or employees.

(b) Municipality will further cause appropriate clauses to be inserted in all such contracts requiring contractors to procure and maintain comprehensive policies of insurance, insuring contractor, Metra, RTA and NIRCRC, their directors, employees, agents, successors and assigns from and against any and all risks, liabilities, claims, demands, losses and judgments, including court costs and attorneys' fees, arising from, growing out of or in any way related to the work performed or to be performed by such contractor(s), whether or not any such liability, claim, demand, loss or judgment is due to or arises from the acts, omissions or negligence of such contractor(s), or their officers, employees, agents or subcontractors and their agents or employees.

**12. IMPROVEMENTS.** Municipality shall not make any improvements to the Premises without having first obtained the prior written consent of Metra. Municipality shall submit to Metra all plans and specifications for improvements on or to any portion of the Premises and the Commuter Facility (improvements shall not include such items of Routine Maintenance and Standard Maintenance as described in section 4 of this Agreement). Metra reserves the right to have its employees, agents or independent contractors perform such work set forth in the plans and specifications it approves, and Municipality agrees to pay the cost of all such improvements performed by or on behalf of Metra, whether by Metra's employees, agents or independent contractors.

13. **LIENS.** Municipality agrees not to suffer or permit any lien of mechanics or materialmen to be placed against any portion of the Premises or Commuter Facility, and in case of any such lien attaching to the Premises or Commuter Facility, Municipality shall, at its own cost and expense, cause the same to be discharged of record within thirty (30) days or provide a bond or security acceptable to Metra sufficient to discharge such lien and any interest accrued thereon. It is further agreed by the Parties hereto that Municipality has no authority or power to cause or permit any lien or encumbrance of any kind whatsoever, whether created by act of Municipality, operation of law, or otherwise, to attach to or to be placed upon Metra's title or interest in the Parking Facility, and any and all liens and encumbrances created or suffered by Municipality or its tenants shall attach to Municipality's interest only.

14. **TAXES.** Municipality shall be responsible for payment of all real estate taxes and special assessments, if any, assessed against the Premises, including but not limited to real estate taxes assessed as a result of Municipality's assignment or license of all or any portion of the Premises to a third party. Municipality shall protect, indemnify, defend and forever save and keep harmless Metra, RTA, NIRCRC, and their directors, employees and agents licensees, successors and assigns against and from, and to assume all liability and expense, including court costs and attorneys' fees, for failure to pay real estate taxes or special assessments assessed against the Premises on or before the date payments of such taxes are due. Metra represents that the Premises is currently exempt from real estate taxes and Metra shall use its reasonable best efforts not to take any actions during the Use Term that would result in the loss of the tax exempt status of the Premises; provided, however, that nothing in this Agreement shall be construed to prohibit the lease or license of the Premises, or any portion thereof, to a third party as long as such third party is responsible for the payment of all real estate taxes assessed against the leased or licensed premises.

15. **CAUSE FOR BREACH.** If Municipality defaults in any of Municipality's undertakings or obligations of this Agreement and Municipality receives written notice of such default from Metra, then such event or action shall be deemed to constitute a breach of this Agreement and if such default remains uncured for thirty (30) days after notice in writing, this Agreement and Municipality's use of the Premises shall automatically cease and terminate unless such cure period is extended in writing by Metra.

16. **WAIVER OF REMEDIES.** No waiver of any default of Municipality shall be implied from omission by Metra to take any action on account of such default. No express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. No receipt of money by Metra from Municipality (a) after any default by Municipality, (b) after the termination of Municipality's use, (c) after the service of any notice or demand, (d) after the commencement of any suit, or (e) after final judgment for possession of the Premises, shall waive such default or reinstate, continue or extend the Use Term or affect in any way such notice or suit, as the case may be.

17. **SURRENDER OF PREMISES.** Upon the termination of this Agreement or Municipality's use of the Premises by any manner, means, or contingency whatsoever, Municipality shall, if required by Metra, remove all of Municipality's improvements and/or property from the Premises, fill all excavations that have been made by Municipality and deliver possession of the Premises to Metra in as good a condition than that which existed immediately prior to the commencement of the Use Term, ordinary wear and tear excepted. Should the Municipality fail to perform such removal or restoration, then Metra, at its election, may either remove the Municipality's improvements and property and restore the Premises to its former state at the sole expense of



Municipality or may retain the Municipality's improvements and property as Metra's sole property. Should Municipality retain possession or use of the Premises or any part thereof after the termination of Municipality's use by Metra or as otherwise provided for in this Agreement, any such holding over shall not constitute an extension of Municipality's use and Municipality shall pay Metra all damages, incidental or consequential as well as direct, sustained by Metra, RTA and NIRCRC and their respective directors, employees, agents and licensees by reason of such retention of possession or use. The provisions of this Section 17 do not exclude the Metra's rights of reentry or any other rights to recover use and possession of the Premises afforded Metra by law.

18. **REENTRY.** If Municipality shall breach or default in any of the terms of this Agreement and if such breach or default is not cured as provided in Section 15 above, or if Municipality's use of the Premises shall expire or terminate in any manner, it shall be lawful for Metra then or at any time thereafter to reenter the Premises and take possession thereof, with or without process of law, and to use any reasonable or necessary force for regaining possession of the Commuter Facility; provided, however, that Municipality shall have the right to remove certain of Municipality's property as hereinabove provided and to use its property in any manner that does not reasonably interfere with Metra's property rights. No termination of Municipality's use shall release the Municipality from any liability or obligation that accrued prior to said termination.

19. **CUMULATIVE RIGHTS.** All rights and remedies of Metra shall be cumulative, and none shall exclude any other rights and remedies allowed by law.

20. **SALE OR ASSIGNMENT.**

(a) Any assignment or transfer of this Agreement or the Premises by Municipality without the written consent of Metra its successors and assigns shall be void. Unless specifically released in writing by Metra, Municipality shall remain primarily liable to Metra regardless of Metra's consent to an assignment or sublicense by Municipality. No act of Metra, including acceptance of money by Metra from any other party, shall constitute a waiver of this provision.

(b) Vending, concessions, and general commercial activity on the Premises shall be subject to Metra's prior written consent. Metra grants Municipality the limited right to sublicense to third-parties the use of a portion of the Station Facility for commercial purposes provided that: (i) the terms and conditions of the sublicense are acceptable to Metra; (ii) Municipality receives Metra's prior written consent to any third-party use; (iii) Municipality is primarily liable to Metra for all sublicense obligations entered into with third parties, including but not limited to the following obligations to Metra: indemnification, insurance, use, and rent; and (iv) such sublicense shall be subject and subordinate to the terms and provisions of this Agreement.

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

- (a) Notices to Metra shall be sent to:

Metra  
547 W. Jackson Boulevard  
Chicago, Illinois 60661  
Attn: Director, Real Estate and Contract Management  
Phone: (312) 322-8006

- (b) Notices to Municipality shall be sent to:

Morton Grove Village Hall  
6101 Capulina Avenue  
Morton Grove, Illinois 60053  
Attn: Village Administrator  
Phone: (847) 965-4100

22. **USE RESTRICTIONS.** All rights not specifically granted to Municipality under the terms and conditions of this Agreement are hereby reserved in and to Metra. Municipality agrees that none of the Premises will be used, nor will Municipality permit them to be used, for parking within twenty (20) feet of the centerline of any trackage. Any portion of the Premises within twenty (20) feet from the nearest rail of any trackage shall be used only for the construction, maintenance, repair and renewal of platforms and other railroad improvements located within the railroad right of way (subject to legal clearance requirements and Metra's clearance requirements) and for no other purpose whatsoever. Any construction, rehabilitation or repair work performed by or on behalf of the Municipality occurring within the railroad right-of-way will require flagging protection provided by Metra at Municipality's sole cost and expense. Municipality and/or its contractors shall also purchase and keep in full force and effect railroad protection liability insurance during the performance of any such work.

23. **MISCELLANEOUS PROVISIONS.**

(a) This Agreement shall be binding upon and shall inure to the benefit of the Parties, and their respective successors or assigns.

(b) The captions of the Sections of this Agreement are for convenience and are not to be interpreted as part of this Agreement.

(c) Whenever the context requires or permits the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable.

(d) In the event the time for performance hereunder falls on a Saturday, Sunday or holiday, the actual time for performance shall be the next business day.

(e) This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.

24. **SEVERABILITY.** Metra and Municipality agree that if any provision of this Agreement is held to be invalid for any reason whatsoever, the remaining provisions shall not be

affected thereby if such remainder would then continue to conform to the terms, purposes and requirements of applicable law and does not represent a material change to the rights or obligations of the Parties.

25. **ENTIRE AGREEMENT.** All of the representations and obligations of Metra are contained herein. Metra and Municipality agree that no change or modification to this Agreement, or any exhibits or attachments hereto, shall be of any force or effect unless such amendment is dated, reduced to writing, executed by both Parties and attached to and made a part of this Agreement. No work shall be commenced, and no costs or obligations incurred as a consequence of any amendment to this Agreement or any attachments hereto unless and until such amendment has been executed and made a part of this Agreement.

**SIGNATURE PAGE TO FOLLOW**

**IN WITNESS WHEREOF**, this Agreement is entered into by and between the Parties hereto as of the date and year first above written.

**VILLAGE OF MORTON GROVE:**

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

By: \_\_\_\_\_

By: \_\_\_\_\_  
James M. Derwinski, CEO/Executive Director

\_\_\_\_\_  
(please print name and title)

# **Exhibit 1**

## **UNDER CONSTRUCTION**

Aerial showing improvements and maintenance responsibilities to be attached when available

## Exhibit 2

MUNICIPALITY RESPONSIBILITIES	
General cleaning and sweeping of station stairs, sidewalks, and ramps	
Graffiti removal	
Janitorial maintenance of station floors: sweeping, mopping, waxing, and tile repair.	
Janitorial maintenance of windows: washing, glazing, painting, etc.	
Maintain and repair station warming shelters and windbreaks.	
Maintain boiler and hot water heaters: (per manufacturer's recommendation)	
Maintain HVAC system: cleaning, filter changing (per manufacturer's recommendation)	
Maintain landscaping surrounding station: Including, watering, weeding, mowing, trimming, mulching, trash removal and removal or replacement of dead trees and shrubs	
Maintain painting of interior & exterior station walls and handrails	
Maintain planter boxes	
Maintain, repair, or replace interior and exterior fixtures, including station doors and windows	
Maintain, repair or replace broken glass in windows and doors	
Payment of station utilities	
Provide scavenger service	
Snow removal and salting of any station stairs and sidewalks leading to ramps, platform, and stairwells	
Trash can liner maintenance	
<b>Note: Any single repair item costing over \$3500, will be a Metra financial obligation. Refer to Section XX for details.</b>	
METRA RESPONSIBILITIES	
Repair or replace concrete flooring	
Repair or replace station concrete stairs	
Repair or replace station heating plant <b>(Per Section 4)</b>	
Repair or replace station roof including gutters, downspouts, and shingle replacement	
Repair or replace any structural component of the station	
Payment of utilities for platforms	
Snow removal from platforms, ramps and stairs leading to the platform	

# Exhibit 3

## Monthly Inspection Checklist

# Exhibit 4

## Insurance Requirements