



**VILLAGE BOARD OF TRUSTEES
REGULAR MEETING NOTICE/AGENDA
NOVEMBER 26, 2024, 7:00PM**

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

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

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Approval of Minutes** – Regular Meeting – November 12, 2024
- 4. Special Reports** –
 - a. Fire Prevention Week: Poster Contest Winners Announced
 - b. Presentation Honoring Police Chief Michael Simo on his retirement
- 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*
- 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 24-23** (*Introduced November 26, 2024*) (*First Reading*): An Ordinance Approving and Authorizing the Modification of an Economic Incentive and Tax Increment Allocation Financing Development Agreement by

and Between the Village of Morton Grove, Illinois and P & P Properties, LLC, in Regard to Certain Real Property Located in the Lehigh Ferris Tax Increment Financing Redevelopment Area and the Expenditure of Funds from the Lehigh Ferris Tax Increment Financing District Fund

- 2) **Ordinance 24-24** (*Introduced November 26, 2024*) (*First Reading*): Authorizing the Transfer of Funds from the Lehigh Avenue/Ferris Avenue Tax Increment Financing District to the Lincoln Lehigh Tax Increment Financing District within the Village of Morton Grove, Cook County, Illinois
- 3) **Ordinance 24-20** (*Introduced November 26, 2024*) (*First Reading*): Terminating the Designation of the Ferris Avenue/Lehigh Avenue Redevelopment Project Area
- 4) **Ordinance 24-25** (*Introduced November 26, 2024*) (*First Reading*): Exempting Certain Morton Grove Employers from the Cook County Paid Leave Ordinance

b. Corporation Counsel

11. Reports by Trustees

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

- 1) **Ordinance 24-21** (*Introduced November 12, 2024*) (*Second Reading*): An Ordinance Adopting the Budgets for All Corporate Purposes of the Village of Morton Grove and the Morton Grove Library, Cook County, Illinois for the Calendar Year Effective January 1, 2025, and Ending December 31, 2025
- 2) **Ordinance 24-22** (*Introduced November 12, 2024*) (*Second Reading*): An Ordinance Levying and Assessing Taxes for the Village of Morton Grove, Cook County, Illinois for 2024 to be Collected in the Fiscal Year Beginning January 1, 2025, and Ending December 31, 2025.
- 3) **Ordinance 24-26** (*Introduced November 26, 2024*) (*First Reading*): Authorizing an Amendment to the Village of Morton Grove 2024 Adopted Budget
- 4) **Ordinance 24-27** (*Introduced November 26, 2024*) (*First Reading*) Implementing a Municipal Grocery Retailers' Occupation Tax and a Municipal Grocery Service Occupation Tax for the Village of Morton Grove

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)*

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 24-68:** Authorizing the Execution of a Service Contract with Municipal GIS Partners, Inc. (MGP) for Geographic Information System Services
- 2) **Resolution 24-69:** Authorizing a Task Order with Ciorba Group, Inc. for the Lehigh Avenue Street Lighting Project
- 3) **Resolution 24-70:** Establishing a Moratorium on Processing Applications for Public Alley Right of Way Vacations
- 4) **Resolution 24-71:** Authorizing the Acceptance of a Material Proposal from Compass Minerals America Inc. for the 2025 Road Rock Salt Purchasing Program

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

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

- 1) **Ordinance 24-28 (Introduced November 26, 2024) (First Reading):** Approving a Text Amendment to Modify and Establish Regulations Relating to tree Preservation and Protection and Establish a Tree Planting Fund

12. Other Business

13. **Presentation of Warrants:** \$1,580,306.90

14. **Residents' Comments**

15. **Adjournment**

VII. RESIDENTS' COMMENTS (AGENDA ITEMS ONLY)

NONE

VIII. PRESIDENT'S REPORT

1. Mayor pro-tem Witko joined Police Chief Mike Simo at the podium for the presentation of the Civilian Award of Merit to a good Samaritan from Skokie. Chief Simo was joined by **Michael Lande**, a resident of Skokie, and Officer Dan Dahm, who was the first responding officer at the scene.
 - a. Chief Simo explained that, on October 24, 2024, the Morton Grove Police Department received a call for a reckless driver in the area of Oakton Street and River Drive. As officers responded, the suspect vehicle collided with a parked car and then drove onto Metra train tracks, where it became disabled. At that moment, a southbound train was rapidly approaching, and the situation became perilous.
 - b. Fortunately, Michael Lande was in the vicinity and witnessed the incident. Without hesitation, he took immediate action, approaching the disabled vehicle and pulling the sole occupant to safety, away from the tracks. Moments later, the vehicle was struck by the oncoming train and was catastrophically impacted.
 - c. Michael Lande's swift and courageous response undoubtedly prevented a tragic fatality. His actions exemplify the highest standards of bravery and community spirit, and the Morton Grove Police Department is honored to present him with this **Civilian Award of Merit** in recognition of his heroic efforts. Chief Simo applauded Mr. Lande's swift and courageous response, and said he admired Mr. Lande's actions. Mayor pro-tem Witko said she was proud to offer Mr. Lande a "Key to the City" of Morton Grove, noting that this is an honor seldom given, but definitely deserved to Mr. Lande for his heroism.
2. Mayor pro-tem Witko said that work is continuing on the new Metra Station. As the winter months approach, the Village is investigating options to provide support for "kiss and ride" patrons. She encouraged residents to check the Village's website and social media to be aware of any changes.
3. Lastly, Mayor pro-tem Witko urged residents to stay up to date on the latest Village events and news by signing up for E-News and following the Village on Facebook and Instagram.

IX. CLERK'S REPORT

Clerk Harford had no formal report this evening.

X.

STAFF REPORTSA. Village Administrator:

Mr. Meyer had no formal report this evening.

B. Corporation Counsel:

Corporation Counsel Liston had no formal report this evening.

XI.

TRUSTEES' REPORTSA. Trustee Khan:

1. Trustee Khan was absent with notice, but Mr. Meyer introduced **Ordinance 24-21, Adopting the Budgets for All Corporate Purposes of the Village of Morton Grove and the Morton Grove Library, Cook County, Illinois, For The Calendar Year Effective January 1, 2025 and Ending December 31, 2025.**
- a. Mr. Meyer said the Budget was presented at a Village Workshop held on October 15 and a Public Hearing on the Budget will take place on November 26, 2024. Public notice of the hearing was published in the Chicago Tribune Local newspaper on November 14, 2024. The Budget has been available at the office of the Village Administrator, the Public Library, and posted on the Village's website since at least November 4, 2024.
- b. Mr. Meyer said that Village staff, led by Finance Director Hanna Sullivan as well as the department heads, have been working on the budget and tax levy since July. He said this is a "managed" budget totaling \$79 million dollars, which is a 5.5% decrease from the 2024 Budget. This is largely due to projects that have now been completed or are nearing completion.
- c. Some highlights of the Budget are progressive enhancements (i.e., bond rate stabilization) and long-term goals such as maintaining the Village's financial reserves, continuing pension contributions at an appropriate level. The Budget also focuses on resurfacing streets, replacement of water mains, and sewer lining projects. The Austin Avenue reconstruction will continue, as well as the work being done on the Oakton Street pedestrian path. Maintenance of public facilities, systematic equipment replacement, and IT security enhancements are also included in the 2025 Budget.

As this is the first reading of this Ordinance, no action will be taken this evening.

2. Next, Mr. Meyer brought forward **Ordinance 24-22, Levying and Assessing Taxes for the Village of Morton Grove, Cook County, Illinois, for 2024 to be Collected in the Fiscal Year Beginning January 1, 2025 and Ending December 31, 2025.**

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

A. Trustee Khan: (continued)

- a. Mr. Meyer explained that the amount necessary to be levied for the 2024 property taxes is \$12,104,185 for Village operational expenses; \$660,213 for Village debt service; and \$3,908,808 for the Public Library. This will result in a levy of \$12,764,398 for the Village and \$3,908,828 for the Library, for a total levy of \$16,673,226. The effective result is a 3.74% increase in the Village's portion of the tax levy and a 4.85% increase in the Library's portion of the tax levy, resulting in an overall increase of 4.0% from the final extended tax levy from the previous year.

As this is the first reading of this Ordinance, no action will be taken this evening.

B. Trustee Minx:

- 1. Trustee Minx presented **Resolution 24-64, Authorizing a Collective Bargaining Agreement Between the Village of Morton Grove and the International Association of Fire Fighters, Local 2178, for January 1, 2024 Through December 31, 2026.**
 - a. She explained that the International Association of Fire Fighters Local 2178 (IAFF) is the exclusive representative of sworn positions in the Fire Department at and below the rank of Lieutenant in the Morton Grove Fire Department. The Village and the IAFF have routinely negotiated numerous collective bargaining agreements; the most recent contract expired on December 31, 2023.
 - b. Notable changes in the new three-year contract include increased compensation, increased Preceptor Pay; increased tuition reimbursement; and a change to the employee health insurance premiums.

Trustee Minx moved to approve Resolution 24-64, seconded by Trustee Thill.

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

Tr. Khan	<u>absent</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 Minx presented **Resolution 24-65, Authorizing the Purchase of One Stryker MTS Power-Load Powered Cot Fastener System.**
 - a. She explained that the purchase of this equipment is necessary in order to continue to provide excellent and reliable services to the community, while also increasing the safe handling and movement of patients.
 - b. The Fire Department's apparatus fleet consists of three ambulances, two front-line and one reserve. Each ambulance is outfitted with a Stryker Power-LOAD Powered Cot Fastener and a

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

B. Trustee Minx: (continued)

Stryker Powered Cot. These two-unit work in concert with each other, allowing for the safe loading and unloading of patients into and out of the ambulances. The purchase of this new equipment will be used to replace the current unit in Ambulance #5. It helps increase safety by supporting the cot throughout loading and unloading. Data indicates a high percentile in preventing injuries due to the reduction in spinal loading when placing the cot in the ambulance, preventing cumulative trauma injuries. These devices function in this role thousands of times every year.

- c. As with anything mechanical that involves moving parts, guide rails, and support mechanisms, parts deteriorate and wear out. This situation has occurred with Ambulance #5 and is starting to impact the others as well, despite the fact that maintenance is performed on the units annually and/or as needed. The MGFD strongly believes that this is not a defect in the product, but a condition where the length of time that something stays in good, properly functioning condition, is up.
- d. Stryker is the sole source provider of this device and this purchase is essential in maintaining the safety and compatibility for our ambulances as well as our mutual aid partner, who all utilize the same device. The quote for this equipment is \$31,305.99, including freight and shipping. The Village is working on reducing the quote through use of Sourcewell, a purchasing consortium.

Trustee Minx moved, seconded by Trustee Travis, to approve Resolution 24-65.

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

Tr. Khan	<u>absent</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>

C. Trustee Shiba:

Trustee Shiba had no formal report, but commented that the 2024 Pumpkin Smash surpassed last year's totals! The 2024 Pumpkin Smash saw a total of 4.07 tons of pumpkins disposed of. He thanked everyone who participated in this event.

D. Trustee Thill:

Trustee Thill had no formal report this evening. He mentioned that a resident had approached him, very disturbed that the Village hadn't gotten rid of a pile of debris he had left at the curb. Trustee Thill reminded the resident that the Village is doing "leaf pick-up" only, and asked the resident if his pile of debris had anything other than leaves in it. That ended the discussion.

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

E. Trustee Travis:

Trustee Travis said there are still planters available for the Village's Winter Adopt-a-Planter Program. Anyone interested in obtaining a planter should visit the Village's website to secure your planter today!

F. Trustee Witko:

Trustee Witko had no formal report this evening.

XII. **OTHER BUSINESS**

NONE

XIII. **WARRANTS**

In the absence of Trustee Khan, Trustee Travis presented the Warrant Register for November 12, 2024 in the amount of \$401,795.71. Trustee Travis moved to approve the Warrants as presented, seconded by Trustee Minx.

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

Tr. Khan	<u>absent</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**

NONE

XV. **ADJOURNMENT**

As there was no further business before the Board, Trustee Minx moved to adjourn the meeting, seconded by Trustee Shiba. **Motion passed unanimously via voice vote with 1 absent.**

The meeting adjourned at 7:15 p.m.

PASSED this 26th day of November 2024.

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

APPROVED by me this 26th day of November 2024.

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

APPROVED and FILED in my office this 27th day of November 2024.

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

Minutes by Teresa Cousar

Legislative Summary

Ordinance 24-23

AN ORDINANCE APPROVING AND AUTHORIZING THE MODIFICATION OF AN ECONOMIC INCENTIVE AND TAX INCREMENT ALLOCATION FINANCING DEVELOPMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF MORTON GROVE, ILLINOIS AND P & P PROPERTIES, LLC, IN REGARD TO CERTAIN REAL PROPERTY LOCATED IN THE LEHIGH FERRIS TAX INCREMENT FINANCING REDEVELOPMENT AREA AND THE EXPENDITURE OF FUNDS FROM THE LEHIGH FERRIS TAX INCREMENT FINANCING DISTRICT FUND

Introduction:	November 26, 2024
Purpose:	To approve the modification of an Economic Incentive and Tax Increment Allocation Financing Development Agreement between the Village of Morton Grove and P&P Properties to support a ten-unit townhome development and a duplex development within the Lehigh Ferris TIF District.
Background:	<p>On July 25, 2022, the Village Board of Trustees passed Ordinance 22-15 approving and authorizing the execution of an economic incentive and tax increment allocation financing development agreement between the Village and the P & P Properties, LLC (“Developer”), (“Agreement”) for the redevelopment of property commonly known as 8721, 8733, and 8735 Narragansett Avenue and 8720 through 8726 Ferris Avenue in Morton Grove, Illinois (“Property”). The Agreement requires the Developer to develop and construct a ten-unit townhome development and a two-unit duplex development on the Property (“Development”) in order to receive certain economic incentives as set forth in the Agreement.</p> <p>The Developer has failed to meet certain timeline obligations of the Agreement and is currently in default thereof but continues to make good faith progress toward completion of the Development. Due to the ongoing cooperation of the Developer, Village staff seeks the Village Board’s authorization to reinstate the Agreement and authorize the following modifications and extensions of time to the deadlines contained therein:</p> <ul style="list-style-type: none">• The principal balance and all accrued interest on the note shall be immediately due to the Village on the two (2) year and eight (8) month anniversary of the Closing Date (May 22, 2025), unless all Certificates of Occupancy have been issued for the ten (10) townhouse units and the two (2) duplex units.• The Village shall forgive the principal and interest owed on the note if the Developer has constructed and has obtained Certificates of Occupancy for all ten (10) townhome units on the Townhome Property and has constructed and has obtained Certificates of Occupancy for the two (2) duplex units on the Duplex Property on or before the two (2) year and eight (8) month anniversary of the Closing Date (May 22, 2025).• The \$250,000 in TIF Assistance eligible to be paid to the Developer shall be reduced by an amount determined by the Village Administrator to reimburse the Village for incurred expenses of staff time and reimburse for the loss of property taxes associated with the extended construction timeline, as deemed reasonable and appropriate by the Village Administrator.• Under no circumstances will the Village be obligated to provide any TIF Assistance to the Developer for any Eligible Expenses after May 1, 2025, or pursuant to any request for reimbursement, including proof of payment, and paid receipts for Eligible Expenses shall be submitted to the Village no later than March 1, 2025.
Dept’s Affected	Department of Community and Economic Development
Fiscal Impact:	Up to \$250,000
Source of Funds:	Lehigh Ferriss TIF Fund
Workload Impact	Staff will manage the Agreement as part of its normal duties
Administrator’s Recommendation	Approval as presented
2nd Reading:	December 10, 2024
Special Considerations	None

ORDINANCE 24-23

AN ORDINANCE APPROVING AND AUTHORIZING THE MODIFICATION OF AN ECONOMIC INCENTIVE AND TAX INCREMENT ALLOCATION FINANCING DEVELOPMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF MORTON GROVE, ILLINOIS AND P & P PROPERTIES, LLC, IN REGARD TO CERTAIN REAL PROPERTY LOCATED IN THE LEHIGH FERRIS TAX INCREMENT FINANCING REDEVELOPMENT AREA AND THE EXPENDITURE OF FUNDS FROM THE LEHIGH FERRIS TAX INCREMENT FINANCING DISTRICT FUND

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

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

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

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

WHEREAS, on January 24, 2001, the Village, pursuant to and in accordance with the TIF Act, adopted (i) Ordinance No. 00-01 approving a Tax Increment Redevelopment Plan and a Tax Increment Redevelopment Project (the "TIF Plan"), (ii) Ordinance No. 00-02 designating a Tax Increment Redevelopment Project Area (the "Redevelopment Project Area"), and (iii) Ordinance No. 00-03 adopting Tax Increment Allocation Financing (collectively, the "TIF Ordinances"), which established the Lehigh Ferris Tax Increment Finance Redevelopment Project Area (the "TIF District"); and

WHEREAS, P & P Properties, LLC, whose principal office is located at 1625 N. Milwaukee Avenue, Glenview, Illinois 60025 (the “Developer”) owns property within the TIF District including properties commonly known as 8721 Narragansett Avenue, 8733 through 8735 Narragansett Avenue, and 8720 through 8726 Ferris Avenue, Morton Grove, Illinois, (the “Property”); and

WHEREAS, on July 25, 2022, the Village Board of Trustees passed Ordinance 22-15 approving and authorizing the execution of an economic incentive and tax increment allocation financing development agreement by and between the Village and the Developer attached hereto as “**Exhibit A**” (the “Agreement”); and

WHEREAS, the Agreement requires the Developer to develop, construct, operate, and maintain a ten-unit (10-unit) townhome development and a two-unit (2-unit) duplex development on the Property (the “Development”) in order to receive certain economic incentives as set forth in the Agreement (the “TIF Assistance”); and

WHEREAS, Sections 3.A and 4.B of the Agreement provide that the Developer shall sign a note and mortgage in favor of the Village for \$420,000 with interest for the purchase of the Property but that no payments shall be due until September 22, 2024, except in the case of default by the Developer. Upon the issuance of all Certificates of Occupancy for the Development, the principal balance and all accrued interest on the note shall be forgiven.

WHEREAS, Section 4.B.3.f of the Agreement states that the Village shall not be obligated to provide any TIF Assistance to the Developer after December 31, 2023, and that any request for reimbursement of eligible expenses shall be submitted to the Village no later than October 31, 2023.

WHEREAS, the Developer failed to request reimbursement of all eligible expenses on or before October 31, 2023, failed to receive the full balance of the TIF Assistance provided by the Agreement on or before December 31, 2023, and failed to obtain Certificates of Occupancy for the Development on or before September 22, 2024.

WHEREAS, due to the ongoing cooperation of the Developer, the Village did not enforce provisions of the Agreement requiring immediate payment of the note, mortgage, and accrued interest payable to the Village.

WHEREAS, the Village, conditioned on the continued cooperation and progress of the Developer and completion of the Development on or before May 22, 2025, seeks authorization to

reinstate the Agreement and provide an extension of time to allow the remaining TIF Assistance as provided in the Agreement to be paid to the Developer upon completion of the Development, less an amount determined by the Village Administrator to offset any expenses in Village staff time and loss of property tax revenue, as determined and deemed appropriate by the Village Administrator.

WHEREAS, the Village desires to authorize certain expenditures of Lehigh Ferris TIF District funds for TIF-eligible redevelopment project costs as set forth in the Agreement; and

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

NOW THEREFORE, B

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

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

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

SECTION 3: Reinstatement of the Agreement and Approval of Extension. The President and Board of Trustees of the Village approve reinstatement of the economic terms and the attached form of the “Economic Incentive and Tax Increment Allocation Financing Development Agreement,” (the “Agreement”) a copy of which is attached hereto as "**Exhibit A**" and made a part hereof, and authorize the following modifications and extensions of time to the deadlines contained therein:

- A. **Section 4.B.1.** Except in the case of a default by the Developer, no payments shall be due to the Village for the first two (2) years and eight (8) months after Closing Date (May 22, 2025). The principal balance and all accrued interest on the note shall be immediately due to the Village on the two (2) year and eight (8) month anniversary of the Closing Date (May 22, 2025), unless all Certificates of Occupancy have been issued for the ten (10) townhouse units and the two (2) duplex units.
- B. **Section 4.B.2.** The Village shall forgive the principal and interest owed on the note described above if the Developer is not in default of this Agreement and has constructed and has obtained Certificates of Occupancy for all ten (10) townhome units on the Townhome Property and has constructed and has obtained Certificates of Occupancy for the two (2) duplex units on the Duplex Property on or before the two (2) year and eight (8) month anniversary of the Closing Date (May 22, 2025).
- C. **Section 4.B.3.b.** Up to \$250,000.00 shall be paid for Eligible Expenses for site improvement costs upon the Developer’s submittal to the Village a written request for reimbursement, proof of payment, and paid receipts for said Eligible Expenses. Reimbursement of Eligible Expenses for site improvement costs shall not be provided to the Developer until the Village Engineer has certified that all public and private site improvements required to be constructed or installed have been substantially completed in accordance with all applicable plans and specifications and that the inspected construction or installation thereof has been approved. The \$250,000 in TIF Assistance eligible to be paid to the Developer shall be reduced by an amount determined by the Village Administrator to reimburse the Village for incurred expenses of staff time and reimburse for the loss of property taxes

associated with the extended construction timeline, as deemed reasonable and appropriate by the Village Administrator.

- D. **Section 4.B.3.f.** Under no circumstances will the Village be obligated to provide any TIF Assistance to the Developer for any Eligible Expenses after May 1, 2025, or pursuant to any request for reimbursement, including proof of payment, and paid receipts for Eligible Expenses shall be submitted to the Village no later than March 1, 2025.
- E. **Section 4.B.4.** In the event of a Developer default which is not cured in a timely manner or if the Developer has not secured Certificates of Occupancy for all ten (10) townhome units and the two (2) duplex units on or before the two (2) year and eight (8) month anniversary of the Closing Date (May 22, 2025), the Developer shall immediately refund to the Village any monies paid by the Village pursuant to Section 3.
- F. **Section 4.B.5.** Under no circumstances will the Village be obligated to provide the Developer any forgiveness of the mortgage and accrued interest and reimbursement of Eligible Expenses if Certificates of Occupancy are not issued for all ten (10) townhome units and the two (2) duplex units on or before the two (2) year and eight (8) month anniversary of the Closing Date (May 22, 2025).

The Village Administrator is authorized to make additional modifications to the Agreement contrary to or in addition to Sections A through F herein if he or she deems such modifications are in the best interest of the Village.

SECTION 4: Approval of Expenditures. The President and Board of Trustees of the Village affirm approval of the expenditures of TIF Funds pursuant to the Agreement which include reimbursement to the Developer for certain TIF eligible expenses not to exceed \$250,000.00, and the forgiveness of a \$420,000.00 loan to the Developer for the purchase of property.

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

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

SECTION 7: Severability. Each section, paragraph, clause and provision of this Ordinance is separable, and if any provision is held unconstitutional or invalid for any reason, such decision

shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision.

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

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

Trustee Khan _____

Trustee Minx _____

Trustee Shiba _____

Trustee Thill _____

Trustee Travis _____

Trustee Witko _____

Approved by me this 10th day of December, 2024.

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

Attested and Filed in my office this
this 11th day of December, 2024.

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

**AN ECONOMIC INCENTIVE AND
TAX INCREMENT ALLOCATION FINANCING DEVELOPMENT AGREEMENT
BY AND BETWEEN THE VILLAGE OF MORTON GROVE, ILLINOIS
AND P & P PROPERTIES, LLC**

THIS ECONOMIC INCENTIVE AND TAX INCREMENT ALLOCATION FINANCING DEVELOPMENT AGREEMENT ("Agreement") is dated 30th day of August 2022 and is by and between the VILLAGE OF MORTON GROVE, an Illinois municipal corporation ("Village"), and P & P Properties, LLC, c/o John Park, 1625 N. Milwaukee Avenue, Glenview, Illinois 60025 ("Developer"). The Village and Developer are collectively referred to as the "Parties".

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

SECTION 1. RECITALS.

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

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

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

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

E. The Developer is a Limited Liability Company and its Chairperson is John Park. The Developer has successfully constructed developments in the United States.

F. On January 24, 2001, the Village, pursuant to and in accordance with the Act, adopted (i) Ordinance No. 00-01 approving a Tax Increment Redevelopment Plan and a Tax Increment Redevelopment Project, (ii) Ordinance No. 00-02 designating a Tax Increment Redevelopment Project Area, and (iii) Ordinance No. 00-03 adopting Tax Increment Allocation Financing (collectively, "TIF Ordinances"), which established the Lehigh Ferris Tax Increment Finance Redevelopment Project Area ("TIF District").

G. The Developer owns the following parcels of land within the TIF District, collectively known as "the Developer's Property":

1. Approximately 0.195 acres of land commonly known as 8721 Narragansett Avenue, Morton Grove, Illinois ("8721 Narragansett"). The legal description and Property Index Numbers ("PINs") of 8721 Narragansett are set forth in Exhibit A. 8721 Narragansett is currently vacant.

2. Approximately 0.084 acres of land commonly known as 8735 Narragansett Avenue, Morton Grove, Illinois ("8735 Narragansett"). The legal description and PINs of 8735 Narragansett are set forth in Exhibit B. 8735 Narragansett is currently vacant.
- H. The Village owns the following parcels of land within the TIF District, collectively known as "the Village Property":
1. Approximately 0.279 acres of land commonly known as 8720 through 8726 Ferris Avenue, Morton Grove, Illinois ("8720-26 Ferris"). The legal description and PINs of 8720-26 Ferris are set forth in Exhibit C. 8720-26 Ferris is currently vacant.
 2. Approximately 0.025 acres of public alley right of way located immediately north of Hennings Court, between Narragansett Avenue and Ferris Avenue, Morton Grove, Illinois ("the Alley"). The legal description of the Alley is set forth in Exhibit D.
 3. Approximately 0.084 acres of land commonly known as 8733 Narragansett Avenue, Morton Grove, Illinois ("8733 Narragansett"). The legal description and PINs of 8733 Narragansett are set forth in Exhibit E. 8733 Narragansett is currently vacant.
- I. Collectively, 8721 Narragansett, 8720-26 Ferris, and the Alley are "the Townhome Property." Collectively, 8733 Narragansett and 8735 Narragansett are "the Duplex Property." Collectively, the Townhome Property and the Duplex Property are "the Property."
- J. The Townhome Property and the Duplex Property are located entirely within the corporate limits of the Village and are in a C-1 General Commercial District.
- K. The Village proposes to sell 8720-26 Ferris and the Alley to the Developer so long as the Developer agrees to develop, construct, operate, and maintain ten (10) townhomes, ten (10) accessory surface parking spaces, and an accessway serving the development and connecting to the existing alley network, all within the Townhome Property. Collectively, the townhome development and its operation and maintenance are "the Townhome Development".
- L. The Developer is willing to purchase 8720-26 Ferris and the Alley and provide the Townhome Development on the Property, but only if the Village provides certain economic incentives as further described in this Agreement.
- M. The Village proposes to sell 8733 Narragansett to the Developer so long as the Developer agrees to develop, construct, operate, and maintain one (1) duplex containing two (2) attached dwellings and driveways connecting to the existing alley network, all within the Duplex Property. Collectively, the duplex development and its operation and maintenance are "the Duplex Development."
- N. The Developer is willing to purchase 8733 Narragansett and provide the Duplex Development on the Duplex Property, but only if the Village provides certain economic incentives as further described in this agreement.
- O. Collectively, the Townhome Development and Duplex Development are "the Development."
- P. The Developer has represented to the Village that, without the cooperation of the Village and the economic incentives provided for in this Agreement, the Development is not economically feasible, and the Developer would not undertake the Development.

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

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

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

1. 8721 Narragansett, 8733 Narragansett, and 8735 Narragansett have remained vacant for at least one year;
2. 8720-26 Ferris and the Alley are currently partially improved with parking lot and alley facilities, and have been significantly underutilized for a period of at least one year;
3. The Development is expected to create or retain job opportunities within the Village;
4. The Development will serve to promote the development of adjacent areas;
5. Without this Agreement, the Development would not be possible;
6. The Developer meets high standards of creditworthiness and financial strength as demonstrated by a letter from a financial institution with assets;
7. The Development will strengthen the residential sector of the Village;
8. The Development will enhance the tax base of the Village; and
9. This Agreement is made in the best interest of the Village.

T. The foregoing recitals are material to this Agreement and are incorporated into and made a part of this Agreement.

SECTION 2. LAND ENTITLEMENT.

A. Approval of Vacation. On May 23, 2022, the Village adopted Ordinance No. 22-06 approving a Plat of Vacation for the Alley and authorizing the vesting of title to the abutting property owners or as otherwise authorized by the Village Administrator or his/her designee. Upon the execution of the Agreement, title of the Alley shall be vested to the owner of the abutting property at 8720-8724 Ferris Avenue (PIN 10-20-100-024-0000, 10-20-100-023-0000, 10-20-100-022-0000). The Developer shall take all actions necessary to comply with its obligations pursuant to Ordinance No. 22-06 and its obligations in accordance with Section 12-9-5 of the Unified Development Code including causing the vacation to be recorded within 30 days of execution of this agreement and paying all costs associated with the recordation.

B. Approval of Special Use Permit and Preliminary Plat of Subdivision for Townhome Development. On May 23, 2022, the Village adopted Ordinance No. 22-07 approving for the Townhome Property a Preliminary Plat of Subdivision and a Special Use Permit for ten (10) townhomes with variations to select requirements of the Unified Development Code. The Final Plat

of Subdivision ("Final Plat") shall be consistent with Ordinance No. 22-07. The Developer shall take all actions necessary to comply with its obligations pursuant to Ordinance No. 22-07 and its obligations in accordance with Section 12-8-3 of the Unified Development Code so the Final Plat will be approved and recorded.

C. Approval of Special Use Permit for Duplex Development. On May 23, 2022, the Village adopted Ordinance No. 22-08 approving for the Duplex Property a Special Use Permit for two (2) attached single-family residences with variations to select requirements of the Unified Development Code. The Developer shall take all actions necessary to comply with its obligations pursuant to Ordinance No. 22-08.

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

SECTION 3. DEVELOPER'S OBLIGATIONS.

A. Purchase of 8720-26 Ferris, the Alley, and 8733 Narragansett. The Developer agrees to enter into a contract with the Village for the purchase of 8720-26 Ferris, the Alley, and 8733 Narragansett for the price of \$460,000.00 in substantial conformity with the terms and conditions set forth in that contract attached hereto as Exhibit F. \$40,000.00 shall be due and payable to the Village at the date of closing ("Closing Date"). Developer will sign a note and mortgage in favor of the Village for \$420,000.00. The interest on the principal balance shall accrue at the rate of 7% per annum from the Closing Date until paid or forgiven. Except in the case of a default by the Developer, no payments shall be due to the Village for the first two (2) years after the Closing Date. The closing shall occur within ten (10) business days after the approval by the Village Administrator and all governmental and quasi-governmental agencies, authorities, commissions, or other bodies with jurisdiction of all building and zoning permits which are required for the construction of the improvements of the Development and the permits have been issued, including registration of contractors and payment of permit fees, or sooner upon mutual agreement. If the Closing Date does not occur or before December 31, 2022, the Village may terminate this Agreement.

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

1. Ordinance No. 22-07 approving for the Townhome Property a Preliminary Plat of Subdivision and Special Use Permit;
2. Ordinance No. 22-08 approving for the Duplex Property a Special Use Permit;
3. The site plans, architectural plans and elevations and engineering plans, and all on site signage submitted to and approved in writing by the Village Administrator and all necessary Village commissions, boards, and departments (the "final plans and specifications");
4. All applicable Village, rules, and regulations including, without limitation, all applicable zoning ordinances, building codes, health codes, life safety codes and all conditions of any special use permit granted for the Development;

5. All applicable federal and state regulations including without limitation, all environmental laws, the Americans With Disabilities Act, and the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et seq.);
6. The Village Administrator may administratively approve minor modifications to the building and site plans, as allowed for by the Village Municipal Code.

D. Sale of the Duplex and Townhome Properties. Ownership of each unit of the Townhome Development and Duplex Development shall be conveyed pursuant to a fee simple deed. The Developer expects to sell each townhome unit for between \$450,000 and \$550,000 and each duplex unit for between \$700,000 and \$750,000. A homeowner's association (HOA) shall be established by the Developer to manage all common elements for the Townhome Property. A party wall agreement shall be included as a covenant to the Duplex Property units and shall be entered into by the future unit owners.

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

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

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

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

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

I. Progress Meetings. The Developer shall meet with the Village Administrator, the Department of Community and Economic Development, and other Village staff as appropriate on a weekly basis or as reasonably requested by the Village Administrator to report on the progress of the Development and to provide a written comprehensive progress report on the Development in a

form approved by the Village Administrator. The Developer shall ensure adequate information is provided, including, without limitation, financial reports, engineering analyses, architectural analyses, as well as appropriate Development team personnel, at any such progress meeting as may be reasonably requested by the Village Administrator or Department of Community and Economic Development, or as may be appropriate to provide an accurate progress report.

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

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

L. Maintenance of Development Upon Completion. Upon issuance of certificates of occupancy for the ten (10) townhome units and two (2) duplex units, the Developer shall maintain the Development in accordance with the Special Use Permit and the Requirements of Law until all units and common areas and elements of the Townhome Property and Duplex Property have been conveyed to their next successive owners.

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

N. Payment of Taxes and Village Obligations. The Developer shall pay, when due, any and all real estate taxes and special assessments in respect to the Development. Failure to timely pay said taxes and/or special assessments shall constitute a breach of this Agreement, subject to the Notice and cure provisions set forth in Subsection 7.C of this Agreement.

O. Compliance with All Laws. The Developer represents, warrants, and agrees that:

1. The Developer is not barred from contracting with any unit of state or local government as a result of violating Section 33E-3 or 33E-4 of the Illinois Criminal Code (720 ILCS 5/33E-3 and 33E-4).
2. The Developer shall comply with the Illinois Drug Free Work Place Act, Equal Opportunity Clause of the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights, the Americans with Disabilities Act, and Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101 et seq.).
3. Any construction contracts entered into by the Developer relating to the construction of the Development shall require all contractors and subcontractors to comply with the Illinois Fair Employment Practices Act.
4. The Developer shall comply with all applicable federal laws, state laws, and regulations including without limitation, such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum

fair wage standards for minors, payment of wages due employees, and health and safety of employees. The Developer agrees to pay its employees, if any, all rightful salaries, medical benefits, pensions, and social security benefits pursuant to applicable labor agreements and federal and state statutes, and further agrees to make all required withholdings and deposits therefore.

5. Any lawsuit or complaint of violation of laws that is received by the Developer relative to this Agreement, or the Development shall be immediately forwarded to the Village Administrator.
6. The Developer shall be and remain in compliance with the Village's property maintenance regulations and shall promptly correct any code violations.

P. Limited Right of Assignment. Until the issuance of certificates of occupancy for the ten (10) townhome units, the Developer shall not assign its interests in this Agreement without express approval of the Corporate Authorities. Any approved assignment shall provide such information as may reasonably be requested to indicate that the construction of the Development will continue to be managed and operated in the manner that benefits the goals and objectives of the Redevelopment Plan; the Assignee shall have executed and delivered to the Village an instrument signed by the Assignee stating that the Assignee agrees to be bound by all terms in this agreement.

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

SECTION 4. VILLAGE OBLIGATIONS.

A. Sale of Property. The Village shall enter into a contract for the sale of 8720-26 Ferris, the Alley for the agreed price of **\$380,000.00** and the sale of 8733 Narragansett for the agreed price of **\$80,000.00** pursuant to the terms and conditions set forth in Exhibit F.

B. Economic Incentive. In consideration for the Developer's satisfactory performance of its obligations under this agreement and in order to make the Development economically feasible, the Village shall provide the following economic incentive:

1. The Village shall hold a note and mortgage for **\$420,000.00** of the combined purchase price of **\$460,000.00** pursuant to Section 3.A of this Agreement. The interest on the principal balance shall accrue at the rate of 7% per annum from the Closing Date until paid in full or forgiven. Except in the case of a default by the Developer, no payments shall be due to the Village for the first two (2) years after Closing Date. The principal balance and all accrued interest on the note shall be immediately due to the Village

on the second anniversary of the Closing Date, unless all Certificates of Occupancy have been issued for the ten (10) townhouse units and the two (2) duplex units.

2. The Village shall forgive the principal and interest owed on the note described above if the Developer is not in default of this Agreement and has constructed and has obtained Certificates of Occupancy for all ten (10) townhome units on the Townhome Property and has constructed and has obtained Certificates of Occupancy for the two (2) duplex units on the Duplex Property on or before the 2nd anniversary of the Closing Date.
3. Subject to Section 4, the Village shall provide additional TIF assistance to the Developer in an amount not to exceed **\$350,000.00** in cash reimbursement of expenses incurred by the Developer for the Development as authorized to be reimbursed by the Tax Increment Allocation Redevelopment Act found at 65 ILCS 5-11-74.4-1, et seq. ("Eligible Expenses"). Subject to the Developer's compliance with this Agreement and satisfaction of the applicable contingencies contained herein, said payments by the Village to the Developer shall be made as follows:
 - a. Up to **\$100,000.00** shall be paid for Eligible Expenses for architectural, engineering, and legal fees upon the Developer's submittal to the Village a written request for reimbursement, proof of payment, and paid receipts for said Eligible Expenses. Reimbursement of Eligible Expenses for architectural, engineering, and legal shall not be provided to the Developer until a building permit has been issued for construction of the Townhome Development.
 - b. Up to **\$250,000.00** shall be paid for Eligible Expenses for site improvement costs upon the Developer's submittal to the Village a written request for reimbursement, proof of payment, and paid receipts for said Eligible Expenses. Reimbursement of Eligible Expenses for site improvement costs shall not be provided to the Developer until the Village Engineer has certified that all public and private site improvements required to be constructed or installed have been fully completed in accordance with all applicable plans and specifications and that the inspected construction or installation thereof has been approved.
 - c. Should any of the Eligible Expenses described in parts (a) and (b) be lesser than the respective reimbursement amounts, the Developer may request from the Village reimbursement of other Eligible Expenses upon completion of the Development. However, the total TIF assistance provided to the Developer by the Village shall not exceed **\$350,000.00**.
 - d. The Village's obligation to provide the total amount of such reimbursement amount as described in parts (a) through (c) of this Section above is subject to the condition that such obligation shall not exceed the amount of eligible redevelopment project costs submitted by the Developer to the Village for those costs which have been incurred and paid. Any such submittal shall be supported by appropriate documentation, including, as applicable, receipts for paid bills or statements of suppliers, contractors or professionals, together with required contractors' or material men's partial and final affidavits or lien waivers, as the case may be.
 - e. The total TIF assistance paid by the Village to the Developer shall be reduced, or if the full \$350,000 of TIF assistance has already been paid, the Developer shall provide a cash reimbursement of the TIF assistance to the Village of five

thousand dollars (\$5,000), for each ten thousand dollars (\$10,000) above five hundred and twenty-five thousand dollars (\$525,000) any townhome unit is sold by the Developer, up to a total reduction or reimbursement of **\$100,000.00**. The cash reimbursement shall be submitted to the Village at or prior to the closing of any townhome unit being sold for a sales price over five hundred and twenty-five thousand dollars (\$525,000).

- f. Under no circumstances will the Village be obligated to provide any TIF Assistance to the Developer for any Eligible Expenses after December 31, 2023, or pursuant to any request for reimbursement, including proof of payment, and paid receipts for Eligible Expenses submitted to the Village no later than October 31, 2023.
4. In the event of a Developer default which is not cured in a timely manner or if the Developer has not secured Certificates of Occupancy for all ten (10) townhome units and the two (2) duplex units on or before the second anniversary of the Closing Date, the Developer shall immediately refund to the Village any monies paid by the Village pursuant to Section 3.
5. Under no circumstances will the Village be obligated to provide the Developer any forgiveness of the mortgage and accrued interest and reimbursement of Eligible Expenses if Certificates of Occupancy are not issued for all ten (10) townhome units and the two (2) duplex units on or before the second anniversary of the Closing Date.

SECTION 5. MUTUAL OBLIGATIONS.

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

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

C. Timeline.

1. Time is of the essence to this Agreement. The Parties will each proceed with commercially reasonable diligence to submit and process all required applications, issue all approved permits and complete the construction of the Development.
2. The parties recognize that delaying events beyond their control may occur which will necessitate modification to this schedule as agreed by the Developer and the Village Administrator.

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

SECTION 6. INSURANCE AND INDEMNIFICATION.

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

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

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

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

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

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

The Developer shall furnish the Village with certificates of insurance showing the coverage as required herein with original additional insured endorsements naming the Village, its officials, employees, agents, and volunteers as additional insureds. The certificates and endorsements for each insurance policy are to be signed by a person

authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village before any work commences.

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

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

SECTION 7.DEFAULT

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

1. Any material misrepresentation made by Developer in this agreement, or in any certificate, notice, or financing document;

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

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

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

C. Default by Developer Prior to Purchase of Property. If the Developer defaults before titles to the Village property are transferred to the Developer, the Developer shall have 30 business days after receipt of written notice by the Village to cure such default or, for non-monetary defaults only, to commence the cure of such default if it cannot be cured within such time period. If the Developer fails to timely cure said default, the Village may, terminate this agreement in which case, the Developer will reimburse the Village for all of its out-of-pocket costs including fees relating to this Agreement.

D. Default by Developer Prior to Construction of Improvements. If the Developer defaults after title to the Village Property is transferred to the Developer but before construction begins, the Developer shall have 30 business days after receipt of written notice by the Village to cure such

default or, for non-monetary defaults only, to commence the cure of such default if it cannot be cured within such time period. If the Developer fails to timely cure said default the Village may terminate this Agreement in which case, the Developer will quit claim its interest in the Village Property to the Village, and the Developer will reimburse the Village for all of its out-of-pocket costs, including attorney's fees relating to this Agreement, any paid reimbursement of Eligible Costs to the Developer pursuant to Section 4.B.3 of this Agreement, and any accrued interest on the note. The Village shall then forgive the principal balance on the note.

E. Default by Developer After Construction Commences. If the Developer defaults after construction begins the Developer shall have 30 business days after receipt of written notice by the Village to cure such default or to commence the cure of such default if it cannot be cured within such time period (non-monetary defaults only). If the Developer fails to timely cure said default, the Developer shall quit claim its interest in the Village Property to the Village. In addition thereto, the Village at its option may terminate this Agreement in which case, the Developer will reimburse the Village for all of its out of pocket attorney's fees relating to this Agreement, the cost incurred to restore the Village Property to its condition at the time of Closing, any paid reimbursement of Eligible Costs to the Developer pursuant to Section 4.B.3 of this Agreement, and any accrued interest on the note. The Village shall then forgive the principal balance on the note.

F. Default by Village. If the Village defaults, the Developer shall be entitled to (i) require specific performance of this Agreement or (ii) terminate this Agreement in which event the Village shall reimburse Developer for all of its out-of-pocket costs including attorney's fees relating to this Agreement.

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

H. Lender Approval. If prior to the closing on the purchase of the Village property, the Developer's Lender objects to any of the default provisions in this Section, the parties will agree to modify this Section to the reasonable satisfaction of the Developer's Lender.

I. Attorney's Fees. In the event either party files an action to enforce the terms of this agreement, the non-prevailing party shall pay all reasonable court costs, witness fees, discovery fees and attorneys' fees incurred by the party who substantially prevails in the resolution of the action.

SECTION 8. GUARANTEE

The Developer's obligations under this agreement and the contract for the purchase of 8720-26 Ferris, Alley, and 8733 Narragansett referenced in Subsection 4.A and the note and mortgage reference in Section 4.B of this agreement shall be guaranteed by John Park.

SECTION 9. GENERAL PROVISIONS.

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

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

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

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

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

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

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

P & P Properties, LLC
c/o John Park
1625 N. Milwaukee Avenue
Glenview, Illinois 60025

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

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

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

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

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

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

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

Exhibit A	Legal description and PIN number(s) of 8721 Narragansett;
Exhibit B	Legal description and PIN number(s) of 8735 Narragansett;
Exhibit C	Legal description and PIN number(s) of 8720-26 Ferris;
Exhibit D	Legal description of the Alley;
Exhibit E	Legal description and PIN number(s) of 8733 Narragansett Avenue;
Exhibit F	Purchase Agreement for 8720-26 Ferris and 8733 Narragansett Avenue;
Exhibit G	Mortgage Against Real Estate;
Exhibit H	Promissory Note.

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

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

L. Authority to Execute. The Village hereby warrants and represents to the Developer that the persons executing this Agreement on its behalf have been properly authorized to do so by the Corporate Authorities. The Developer hereby warrants and represents to the Village (i) that it is the owner of the Developer's Property, (ii) that no other Person has any other contractual or security interest in the Developer's Property, (iii) that it has the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and to bind said property as set forth in this Agreement, (iv) that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken, and (v) that neither the execution of this Agreement nor the performance of the obligations assumed by the Developer will (a) result in a breach or default under any agreement to which the Developer is a party or to which it or the Developer's Property is bound or (b) violate any statute, law, restriction, court order, or agreement to which the Developer or the Developer's Property are subject.

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

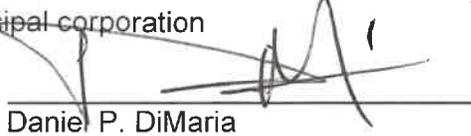
N. Counterparts. This Agreement may be executed in counterpart, each of which shall constitute an original document, which together shall constitute one and the same instrument.

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

ATTEST:

By: 
Eileen Scanlon Harford
Village Clerk

THE VILLAGE OF MORTON GROVE, an Illinois
municipal corporation

By: 
Daniel P. DiMaria
Village President

P & P Properties, LLC

By: 
Jenny Park, Managing Member

GUARANTEE

THIS GUARANTEE dated this 30th day of August 2022

IN CONSIDERATION OF the Village of Morton Grove (the "Village") entering into an Economic Incentive and Tax Increment Allocation Financing Development Agreement ("the agreement") with P & P Properties, LLC ("the Developer"), dated August 30th, 2022, the undersigned Guarantor personally guarantees the prompt, full and complete performance of any and all present and future duties, obligations and indebtedness of the Developer including but not limited to all payments due pursuant to a note to be signed by the Developer in the amount of **\$420,000** upon the closing of certain property to be sold to the Developer by the Village ("the note") pursuant to the agreement, under the following terms and conditions:

The Guarantor guarantees that Developer will promptly perform all obligations under the agreement and pay the full amount of principal and interest of the note when due, either according to the terms and conditions provided by the agreement or upon acceleration of the payment under the agreement by reason of a default.

This Guarantee shall be construed exclusively in accordance with, and governed by, the laws of the State of Illinois. Any dispute arising hereunder may only be brought within the State Courts of the State of Illinois. This Guarantee embodies the entire promise of Guarantor to personally guarantee Developer's debts and obligations as set forth herein and supersedes all prior agreements and understandings relating to the subject matter here, whether oral or in writing.

By:



John Park

Exhibit A

Legal Description and Property Index Number(s)

8721 Narragansett Avenue

Morton Grove, Illinois

LOTS 17 AND 18 IN LUMPP'S SUBDIVISION, BEING A SUBDIVISION OF THE NORTH 366.17 FEET OF LOT 3 IN HENNING'S SUBDIVISION OF LOTS 42 AND 43 TOGETHER WITH THE NORTH 16 FEET OF LOT 44 IN COUNTY CLERK'S DIVISION OF SECTION 20 AND THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF LINCOLN AVENUE AND THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD (EXCEPT THEREFROM THE NORTH 100.17 FEET OF THE EAST 85 FEET OF SAID LOT 3 IN HENNING'S SUBDIVISION) IN COOK COUNTY, ILLINOIS.

PIN(S)

10-20-100-029-0000

9"

Exhibit B

Legal Description and Property Index Number(s)

8735 Narragansett Avenue

Morton Grove, Illinois

LOT 23 IN LUMPP'S SUBDIVISION OF THE NORTH 366.17 FEET OF LOT 3 IN HENNING'S SUBDIVISION OF LOTS 42 AND 43 TOGETHER WITH THE NORTH 16 FEET OF LOT 44 IN COUNTY CLERK'S DIVISION OF SECTION 20 AND THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF LINCOLN AVENUE AND THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD (EXCEPT THEREFROM THE NORTH 100.17 FEET OF THE EAST 85 FEET OF SAID LOT 3 IN HENNING'S SUBDIVISION) IN COOK COUNTY, ILLINOIS.

PIN(S)

10-20-100-008-0000

Exhibit C

Legal Description and Property Index Number(s)

8720-26 Ferris Avenue

Morton Grove, Illinois

LOTS 13, 14, 15 AND 16 IN LUMPP'S SUBDIVISION, BEING A SUBDIVISION OF THE NORTH 366.17 FEET OF LOT 3 IN HENNING'S SUBDIVISION OF LOTS 42 AND 43 TOGETHER WITH THE NORTH 16 FEET OF LOT 44 IN COUNTY CLERK'S DIVISION OF SECTION 20 AND THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF LINCOLN AVENUE AND THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD (EXCEPT THEREFROM THE NORTH 100.17 FEET OF THE EAST 85 FEET OF SAID LOT 3 IN HENNING'S SUBDIVISION) IN COOK COUNTY, ILLINOIS.

PIN(S)

10-20-100-021-0000

10-20-100-022-0000

10-20-100-023-0000

10-20-100-024-0000

Exhibit D
Legal Description and Property Index Number(s)
The Alley
Morton Grove, Illinois

OF THAT PART OF THE NORTH-SOUTH 16 FEET WIDE PUBLIC ALLEY LYING NORTH OF AND ADJOINING THE NORTH RIGHT OF WAY LINE OF HENNING'S COURT; LYING WEST OF AND ADJOINING THE WEST LINE OF LOTS 15, 16 AND ADJOINING THE WEST LINE OF THE SOUTH 20 FEET OF LOT 14; LYING EAST OF AND ADJOINING THE EAST LINE OF LOTS 17 AND 18; LYING SOUTH OF AND ADJOINING THE NORTH LINE OF LOT 18 PROJECTED EAST, ALL INCLUSIVE IN LUMPP'S SUBDIVISION, BEING A SUBDIVISION OF THE NORTH 366.17 FEET OF LOT 3 IN HENNING'S SUBDIVISION OF LOTS 42 AND 43 TOGETHER WITH THE NORTH 16 FEET OF LOT 44 IN COUNTY CLERK'S DIVISION OF SECTION 20 AND THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF LINCOLN AVENUE AND THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD (EXCEPT THEREFROM THE NORTH 100.17 FEET OF THE EAST 85 FEET OF SAID LOT 3 IN HENNING'S SUBDIVISION) ACCORDING TO THE PLAT THEREOF RECORDED JUNE 23, 1926 AS DOCUMENT NUMBER 9317622, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 18, THENCE NORTH 00 DEGREES 48 MINUTES 52 SECONDS EAST, A DISTANCE OF 70.04 FEET; THENCE NORTH 89 DEGREES 23 MINUTES 21 SECONDS EAST, A DISTANCE OF 16.00 FEET; THENCE SOUTH 00 DEGREES 48 MINUTES 52 SECONDS WEST, A DISTANCE OF 70.04 FEET; THENCE SOUTH 89 DEGREES 23 MINUTES 21 SECONDS WEST, A DISTANCE OF 16.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN(S)
TO BE ASSIGNED

Exhibit E

Legal Description and Property Index Number(s)

8733 Narragansett Avenue

Morton Grove, Illinois

LOT 22 IN LUMPP'S SUBDIVISION, BEING A SUBDIVISION OF THE NORTH 366.17 FEET OF LOT 3 IN HENNING'S SUBDIVISION OF LOTS 42 AND 43 TOGETHER WITH THE NORTH 16 FEET OF LOT 44 IN COUNTY CLERK'S DIVISION OF SECTION 20 AND THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF LINCOLN AVENUE AND THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD (EXCEPT THEREFROM THE NORTH 100.17 FEET OF THE EAST 85 FEET OF SAID LOT 3 IN HENNING'S SUBDIVISION) IN COOK COUNTY, ILLINOIS.

PIN(S)

10-20-100-009-0000

Exhibit F

CONTRACT FOR THE PURCHASE OF 8720-26 FERRIS AVENUE AND 8733 NARRAGANSETT AVENUE IN MORTON GROVE, ILLINOIS, BY AND BETWEEN THE VILLAGE OF MORTON GROVE AND PARK INTERNATIONAL INVESTMENTS, LLC

The Village of Morton Grove, a municipal corporation and a home rule unit of government located in Cook County, Illinois ("Village" or "Seller") hereby agrees to sell and P & P Properties, LLC, an Illinois Limited Liability Company ("Buyer") hereby agrees to buy that property commonly known as 8720 through 8726 Ferris Avenue, including a portion of abutting vacated public alley, and 8733 Narragansett Avenue, which are legally described in Attachment 1, and all improvements thereon ("the Real Estate") pursuant to the following terms and conditions:

1. **Purchase Price.** The Buyer shall pay the Village the sum of four hundred and sixty thousand dollars (\$460,000) to be paid as follows:
 - a. **Earnest Money.** No earnest money shall be required by the Buyer.
 - b. **Payment at Closing.** Forty thousand dollars (\$40,000) shall be paid by the Buyer to the Seller at closing. At closing, the Buyer shall execute a note and mortgage in favor of the Village for the balance of the purchase price of the Real Estate in the amount of four hundred and twenty thousand dollars (\$420,000). The interest on the principal balance shall accrue at the rate of 7% per annum from the closing date until paid or forgiven. Except in the case of a default by the Buyer, no payments shall be due to the Village for the first two (2) years after the closing date, subject to the Village's agreement to forgive the note as set forth in 4.B.2 of the Redevelopment Agreement by and between the parties dated August 30th, 2022 ("the RDA"). The Village will forgive the principal and interest owed on the note in full when Certificates of Occupancy are issued for all ten (10) townhome units and two (2) duplex units constructed on the Real Estate on or before the second anniversary of the closing date. If all said Certificates of Occupancy are not issued on or before the second anniversary of the closing date, the Developer will reimburse the Village for all of its out of pocket attorney's fees relating to the RDA, the cost incurred to restore the Village Property to its condition at the time of Closing, any paid reimbursement of Eligible Costs to the Developer pursuant to Section 4.B.3 of the RDA, and any accrued interest on the note. The Village shall then forgive the principal balance on the note.

No portion of the note and mortgage shall be forgiven while the Developer is in default of any term of this contract or the RDA or is not in good standing on any and all Village fees, taxes, obligations and accounts, including but limited to real estate tax payments to Cook County, local food and beverage sales taxes, fire system fees, vehicle sticker payments, parking tickets, water bills, and fines, except as provided in this section and Sections 7.D and 7.E of the RDA.

2. **Closing.** The closing shall occur within ten (10) business days of the approval by the Village Administrator and all governmental and quasi-governmental agencies, authorities, commissions, or other bodies with jurisdiction of all building and zoning permits which are required for the construction of the improvements of the Development and the permits have been issued, including registration of contractors and payment of permit fees, or sooner upon mutual agreement. If the Closing Date does not occur or before December 31, 2022, the Village may terminate this Agreement.

3. **Contingency Period and Inspections.**
 - a. The Village shall make available to the Buyer for the Buyer's inspection, copies of all surveys, environmental reports, soils tests, maps, and plats for the subject property within the Village's possession.
 - b. The Buyer and its agents shall have through September 1, 2022, to conduct at Buyer's sole cost and expense and subject to the terms herein its inspection of the property which may include without limitation fiscal inspections of the subject property, surveys, soils tests, site analyses, engineering studies, environmental studies, and investigations and appraisals.
 - c. The Buyer may terminate this contract for any reason during the contingency period.
 - d. The Village represents and warrants there are no tenants occupying the real estate, and the real estate shall be vacant at closing.
4. **Tax Prorations.** The Village represents the real estate has been exempt from real estate taxes and shall remain so through the date of the closing. In the event any taxes are assessed or become due and payable for any period prior to the closing, the Village shall pay same upon receipt of any such real estate tax bill.
5. **Title.** At the Village's expense, the Village will deliver or cause to be delivered to the Buyer within five (5) days in advance of closing, a title commitment for an ALTA title insurance policy in the amount of the purchase price with extended coverage by a title company mutually acceptable to the parties issued on or subsequent to the date of acceptance of this contract, subject only to items listed in paragraph 7. The parties shall each pay their respective usual and customary share of the additional title charges and the parties shall equally pay for any deed in money closing escrow incurred as a result of this transaction. If the title commitment discloses any exceptions not acceptable to the Buyer, then the Village shall have said exceptions or encroachments removed, or, with Buyer's approval, have the title insurance commit to insure against loss or damage that may be caused by such exceptions or encroachments. If the Village fails to have unpermitted exceptions waived or title insured over prior to the closing, Buyer may elect to take the title as it then is, with the right to deduct from the purchase price prior encumbrances of a definite or ascertainable amount as may reasonably be agreed by the parties. The Village shall furnish Buyer at closing an Affidavit of Title covering the date of the closing and shall sign any other customary forms required for the issuance of an ALTA Insurance Policy.
6. **Survey.** The Village shall have no obligation to provide the Developer with a survey. If a survey is required by the title company, it shall be the Developer's responsibility to provide such survey, at the Developer's sole cost.
7. **Deed.** The Village will convey or cause to be conveyed to the Buyer good and merchantable title to the real estate by recordable Warranty Deed subject only to: general real estate taxes not due and payable at the time of closing, covenants, conditions, and restrictions of record, building lines and easements, applicable zoning and building laws, ordinances, restrictions and acts suffered or done by the Village if any, so long as they do not interfere with the current use and enjoyment of the real estate.
8. **Possession.** At closing, the Village shall surrender the property devoid of tenants and

free and clear of any leases.

9. **Seller Representations.** Village represents all leases and tenancies have been fully disclosed to the Buyer, that the Village has not received written notice from any other governmental body of (a) zoning, building, fire or health code violations that have not been corrected; (b) any pending rezoning; or (c) a proposed or confirmed special assessment and/or special service area affecting the real estate. The Village further represents it has no knowledge of boundary line disputes, easements or claims of easement not shown by the public records, any hazardous waste on the real estate or any improvements for which the required permits were not obtained.
10. **Maintenance of Property.** The property shall be maintained in the same condition as found on the date of the contract, normal wear and tear, excepted.
11. **Default.** The Village shall be responsible for all damages, reasonable costs and expenses including attorney's fees due to the failure of the Village to comply with the terms of this contract. The Buyer shall be responsible for all damages, reasonable costs and expenses, including attorney's fees incurred by the Village, in excess of any earnest money retained by the Village due the failure of the Buyer to comply with the terms of this contract.
12. **Notice.** All notices required shall be in writing and shall be delivered by personal delivery; by certified mail, return receipt requested which shall be effective on the date of mailing; or by sending facsimile transmission which shall be effective as of the date and time of facsimile transmission, provided the notice transmitted shall be sent on business days during the business hours of 9:00 am to 5:00 pm Chicago time. In the event the fax notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after the transmission.

Notices to the Village shall be mailed to:

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

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

Notices to the Buyer shall be mailed to:

P & P Properties, LLC
c/o John Park
1625 N. Milwaukee Avenue
Glenview, Illinois 60025

13. **Miscellaneous.**
 - a. Time is of the essence of this contract.

- b. The Village shall pay for all county, state, and municipal transfer taxes if required by law.
- c. All disputes related to the construction or enforcement of these terms and provisions shall be governed by the laws of the State of Illinois and are subject to the covenant of good faith and fair dealing implied in all Illinois contracts.

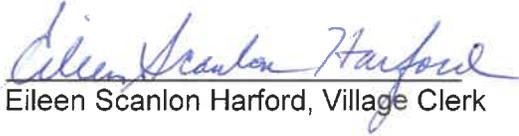
This contract has been executed on August 30, 2022 (the contract date).

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

THE VILLAGE OF MORTON GROVE

By: 
Daniel P. DiMaria, Village President

ATTEST:

By: 
Eileen Scanlon Harford, Village Clerk

P & P PROPERTIES, LLC

By: 
Jenny Park, Managing Member

Exhibit F - Attachment 1

Legal Description and Property Index Number(s)
8720-26 Ferris Avenue, 8733 Narragansett Avenue
Morton Grove, Illinois

8720-26 FERRIS AVENUE, INCLUDING VACATED ALLEY:

LOTS 13, 14, 15 AND 16 IN LUMPP'S SUBDIVISION, BEING A SUBDIVISION OF THE NORTH 366.17 FEET OF LOT 3 IN HENNING'S SUBDIVISION OF LOTS 42 AND 43 TOGETHER WITH THE NORTH 16 FEET OF LOT 44 IN COUNTY CLERK'S DIVISION OF SECTION 20 AND THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF LINCOLN AVENUE AND THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD (EXCEPT THEREFROM THE NORTH 100.17 FEET OF THE EAST 85 FEET OF SAID LOT 3 IN HENNING'S SUBDIVISION) IN COOK COUNTY, ILLINOIS.

OF THAT PART OF THE NORTH-SOUTH 16 FEET WIDE PUBLIC ALLEY LYING NORTH OF AND ADJOINING THE NORTH RIGHT OF WAY LINE OF HENNING'S COURT; LYING WEST OF AND ADJOINING THE WEST LINE OF LOTS 15, 16 AND ADJOINING THE WEST LINE OF THE SOUTH 20 FEET OF LOT 14; LYING EAST OF AND ADJOINING THE EAST LINE OF LOTS 17 AND 18; LYING SOUTH OF AND ADJOINING THE NORTH LINE OF LOT 18 PROJECTED EAST, ALL INCLUSIVE IN LUMPP'S SUBDIVISION, BEING A SUBDIVISION OF THE NORTH 366.17 FEET OF LOT 3 IN HENNING'S SUBDIVISION OF LOTS 42 AND 43 TOGETHER WITH THE NORTH 16 FEET OF LOT 44 IN COUNTY CLERK'S DIVISION OF SECTION 20 AND THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF LINCOLN AVENUE AND THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD (EXCEPT THEREFROM THE NORTH 100.17 FEET OF THE EAST 85 FEET OF SAID LOT 3 IN HENNING'S SUBDIVISION) ACCORDING TO THE PLAT THEREOF RECORDED JUNE 23, 1926 AS DOCUMENT NUMBER 9317622, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 18, THENCE NORTH 00 DEGREES 48 MINUTES 52 SECONDS EAST, A DISTANCE OF 70.04 FEET; THENCE NORTH 89 DEGREES 23 MINUTES 21 SECONDS EAST, A DISTANCE OF 16.00 FEET; THENCE SOUTH 00 DEGREES 48 MINUTES 52 SECONDS WEST, A DISTANCE OF 70.04 FEET; THENCE SOUTH 89 DEGREES 23 MINUTES 21 SECONDS WEST, A DISTANCE OF 16.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN(S)

10-20-100-021-0000
10-20-100-022-0000
10-20-100-023-0000
10-20-100-024-0000

8733 NARRAGANSETT AVENUE:

LOT 22 IN LUMPP'S SUBDIVISION, BEING A SUBDIVISION OF THE NORTH 366.17 FEET OF LOT 3 IN HENNING'S SUBDIVISION OF LOTS 42 AND 43 TOGETHER WITH THE NORTH 16 FEET OF LOT 44 IN COUNTY CLERK'S DIVISION OF SECTION 20 AND THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF LINCOLN AVENUE AND THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD (EXCEPT THEREFROM THE NORTH 100.17 FEET OF THE EAST 85 FEET OF SAID LOT 3 IN HENNING'S SUBDIVISION) IN COOK COUNTY, ILLINOIS.

PIN(S)

10-20-100-009-0000

Legislative Summary

Ordinance 24-24

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

Introduced	November 26, 2024
Purpose:	To authorize the transfer of revenue from the Lehigh/Ferris TIF District to the Lincoln Lehigh TIF District.
Background:	The Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et. seq. allows the Village to transfer funds from one TIF District to a contiguous TIF District. This ordinance will authorize the transfer of \$1,750,000 from the Lehigh/Ferris TIF to the Lincoln Lehigh TIF. The funds will be used to further redevelopment projects within the Lincoln Lehigh TIF District.
Programs, Departments or Groups Affected	Finance Department, Village Administrator, Legal Department, and Community and Economic Development.
Fiscal Impact:	No overall financial impact, but transfer of \$1,750,000 between TIF Districts.
Source of Funds:	N/A Budget Transfer
Workload Impact:	The Finance Department will handle the transferring of these funds as part of their normal workload.
Administrator Recommendation:	Approval as presented.
Second Reading:	December 10, 2024
Special Considerations or Requirements:	None

ORDINANCE 24-24

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

WHEREAS, the Village of Morton Grove, Cook County, Illinois (the “Village”) is a home rule unit of government as is provided by Article VII, Section 6 of the Illinois Constitution of 1970 and as a home rule unit of government, the Village can exercise any power and perform any function pertaining to its government affairs, including but not limited to, the power to tax and incur debt; and

WHEREAS, the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et. seq.* (the “TIF Act”), allows revenue to be transferred between contiguous TIF Districts; and

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

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

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

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

SECTION 1: The Corporate Authorities do hereby incorporate, by reference, the foregoing preambles into this Ordinance as though fully set forth therein thereby making the findings as hereinabove set forth.

SECTION 2: The Village Treasurer/Finance Director is authorized to transfer one million seven hundred fifty thousand dollars (\$1,750,000) from the Lehigh/Ferris TIF District to the Lincoln Lehigh TIF District

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

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

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

Passed this 10th day of December 2024

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

Approved by me this 10th day of December 2024

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

Attested and Filed in my office this
11th day of December 2024

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

Legislative Summary

Ordinance 24-20

TERMINATING THE DESIGNATION OF THE FERRIS AVENUE/LEHIGH AVENUE REDEVELOPMENT PROJECT AREA

Introduced:	November 26, 2024
Purpose:	To formally terminate the Ferris Avenue/Lehigh Avenue TIF District effective December 31, 2024.
Background:	<p>On January 24, 2000, the Village, pursuant to Ordinance Numbers 00-1, 00-2, and 00-3, established the Ferris Avenue/Lehigh Avenue Tax Increment Financing District (“TIF District”) and approved a Redevelopment Project and Plan and increment financing for the TIF District. On October 25, 2021, pursuant to Ordinance 22-19, the Village amended the Redevelopment Project and Plan to remove certain parcels from the Redevelopment Project Area. On November 14, 2022, pursuant to Ordinance 21-08, the Village amended Ordinance 00-01 to extend the estimated date of completion of the Plan and Project to December 31, 2024. This ordinance shall formally terminate TIF incremental financing for the TIF District effective December 31, 2024, and enable the other taxing bodies in the TIF District to extend their levies and receive the incremental taxes produced by the TIF.</p> <p>The TIF District will be maintained for the limited purpose of completing and paying for approved redevelopment projects, receiving incremental property tax revenues for tax year 2023 and prior tax years, and to settle claims and lawsuits affect the Project Area</p>
Departments Affected	Administration, Legal, Finance, and Community and Economic Development
Fiscal Impact:	None
Source of Funds:	N/A
Workload Impact:	The Village Administrator, Community Development Administrator, Corporation Counsel, and Finance Director will take all steps necessary to implement this Ordinance as part of their normal workload.
Administrator Recommendation:	Approval as presented
Second Reading:	December 10, 2024
Special Considerations or Requirements:	.

Submitted by: Charles L. Meyer, Village Administrator
Reviewed by: Teresa Hoffman Liston, Corporation Counsel
Prepared by: Zoe Heidorn, Assistant Village Administrator

ORDINANCE 24-20

TERMINATING THE DESIGNATION OF THE FERRIS AVENUE/LEHIGH AVENUE REDEVELOPMENT PROJECT AREA

WHEREAS, the Village of Morton Grove (“Village”) is a home rule municipality organized under the laws of the State of Illinois; and

WHEREAS, the General Assembly of the State of Illinois has provided by law the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.* (“Act”), to assist in the financing of certain improvements in areas which meet the requirements therein; and

WHEREAS, on January 24, 2000, the Village, pursuant to Ordinance Numbers 00-1, 00-2, and 00-3, established the Ferris Avenue/Lehigh Avenue Tax Increment Financing District (“TIF District”) relative to the redevelopment project area, legally described in “Exhibit A”, attached hereto and made part hereof (“Redevelopment Project Area”), approved a redevelopment project and plan in relation to the TIF District (“Redevelopment Plan”), and adopted tax increment financing for the TIF District; and

WHEREAS, on October 25, 2021, pursuant to Ordinance 22-19, the Village amended the Redevelopment Project Area and the Redevelopment Plan and Projects of the Ferris Avenue/Lehigh Avenue Redevelopment Project Area to remove those parcels legally described in “Exhibit B” from the Redevelopment Project Area; and

WHEREAS, on November 14, 2022, pursuant to Ordinance 21-08, the Village amended Ordinance 00-01 to extend the estimated date of completion of the Plan and Project, and the estimated date of the retirement of all obligations incurred to finance redevelopment project costs as defined by the Plan and Project to December 31, 2024.

WHEREAS, the Corporate Authorities have heretofore and hereby expressly determined that it is desirable and in the best interests of the Village and the affected taxing districts that tax increment allocation financing for the Project Area be terminated, while maintaining: (i) the Project Area in order to complete the approved redevelopment projects and project costs, and (ii) the Special Tax Allocation Fund for incremental property tax revenues received for tax year 2023 and prior tax years in order to retire or pay redevelopment project costs and obligations of the Project Area; and

WHEREAS, the termination of TIF Financing for the Project shall enable affected taxing districts to capture the benefit of extending levies against the incremental equalized assessed value

in accordance with the Property Tax Extension Limitation Law of the State of Illinois, 35 ILCS 200/18-185, *et seq.*; and

WHEREAS, in accordance with the TIF Act, prior to November 1, 2024, the Village has notified the taxing districts that TIF Financing for the Project Area is to be terminated as of December 31, 2024.

NOW, THEREFORE, BE IT ORDAINED by the President and Village Board of Trustees of the Village of Morton Grove, Illinois, as follows:

SECTION 1: That the recitals set forth above are hereby incorporated herein as Section 1 of this Ordinance.

SECTION 2: Effective December 31, 2024, the Village hereby terminates the Ferris Avenue/Lehigh Avenue redevelopment project area.

SECTION 3: Upon the termination of the Ferris Avenue/Lehigh Avenue redevelopment project area, the rates of the taxing districts shall be extended and taxes levied, collected and distributed in the manner applicable in the absence of the adoption of tax increment financing.

SECTION 4: The Ferris Avenue/Lehigh Avenue Redevelopment Project Area Special Tax Allocation Account shall be maintained for incremental property tax revenue received in relation to tax year 2023 and prior tax years and for settlement or resolution of lawsuits relating properties within the Project Area; such funds therein shall be used solely for the following purposes:

- (i) the payment of all redevelopment project costs and retirement of obligations of the Project Area, all in compliance with the TIF Ordinances and the TIF Act;
- (ii) holding such funds pending the final resolution of any and all existing and claims or potential future claims in connection with real property taxes affecting properties within the Project Area, which were paid and deposited into the Special Tax Allocation Fund; and
- (iii) holding such funds pending the final resolution of any and all existing lawsuits affecting properties within the Project Area; and
- (iv) the payment of any annual administrative costs incurred by the Village for staff and professional services related to the administration of the Project Area and/or Special Tax Allocation Fund and any continuing statutory reporting requirements.
- (v) upon the payment of all costs and expenses set forth in sub section (i) through (iv) of this Section, the municipality shall adopt an ordinance dissolving the

Ferris Avenue/Lehigh Avenue Redevelopment Project Area Special Tax Allocation Account, and all surplus funds then remaining in the account shall be distributed pursuant to 65 ILCS 5/11-74.4-8.

SECTION 5: If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect the other provisions of this Ordinance.

SECTION 6: All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 7: This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

Passed this 10th day of December 2024.

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

Approved by me this 10th day of December 2024.

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

Attested and Filed in my office this
this 11th day of December, 2024.

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

EXHIBIT A

REDEVELOPMENT PROJECT AREA OF THE VILLAGE OF MORTON GROVE FERRIS AVENUE/LEHIGH AVENUE TAX INCREMENT FINANCING DISTRICT (AS APPROVED PURSUANT TO ORDINANCE NUMBERS 00-1, 00-2, AND 00-3)

LEGAL DESCRIPTION

THOSE PARTS OF SECTIONS 17, 18, 19, AND 20 ALL IN TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF DEMPSTER STREET AND THE WEST RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD; THENCE EAST ON THE NORTH RIGHT OF WAY LINE OF DEMPSTER STREET TO THE EAST RIGHT OF WAY LINE OF CALLIE AVENUE, EXTENDED NORTH, IN THE SUBDIVISION OF LOTS 4, 5, AND 6 OF HENNING'S SUBDIVISION OF LOTS 42 AND 43, ALSO THE NORTH 16 FEET OF LOT 44 OF COUNTY CLERK'S DIVISION OF SECTION 20 AND THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTH ALONG SAID EAST LINE AND EXTENSION THEREOF TO THE SOUTH LINE OF LOTS 14 AND 3, EXTENDED EAST, IN SAID SUBDIVISION; THENCE WEST ALONG SAID SOUTH LINE OF LOTS 14 AND 3 AND EXTENSIONS, TO THE EAST LINE OF FERRIS AVENUE IN SAID SUBDIVISION; THENCE SOUTH ALONG THE EAST LINE OF FERRIS AVENUE IN OWNER'S DIVISION OF BLOCK 3 OF AHRENSFELD'S ADDITION TO MORTON GROVE, IN THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN TO A LINE BEING THE SOUTH LINE OF THE NORTH 15 FEET OF LOT 44 IN AFORESAID COUNTY CLERK'S DIVISION, EXTENDED EAST; THENCE WEST ALONG SAID SOUTH LINE AND EXTENSION THEREOF TO A POINT ON A LINE 27.23 FEET EAST OF THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 20; THENCE SOUTH ALONG SAID PARALLEL LINE TO THE NORTH LINE OF CAPULINA AVENUE DEDICATED PER DOCUMENT NO. 16129148; THENCE EAST ALONG SAID NORTH LINE OF CAPULINA AVENUE AND ALSO BEING THE NORTH LINE OF CAPULINA AVENUE IN AHRENSFELD'S ADDITION TO MORTON GROVE, A SUBDIVISION OF LOT 41 OF COUNTY CLERK'S DIVISION IN THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND CONTINUING EAST ALONG THE NORTH LINE EXTENDED AND THE NORTH LINE OF CAPULINA AVENUE IN AFORESAID OWNER'S DIVISION AND EXTENSION THEREOF TO THE EAST LINE OF THE NORTH-SOUTH ALLEY IN SAID OWNER'S DIVISION; THENCE SOUTH TO THE EAST LINE OF THE NORTH-SOUTH ALLEY IN BLOCK 2 IN BINGHAM AND FERNALD'S MORTON GROVE SUBDIVISION, BEING LOT 40 OF COUNTY CLERK'S DIVISION OF SECTION 20 AND THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 19 (EXCEPT A TRACT 200 FEET NORTH AND SOUTH BY 118.9 FEET EAST AND WEST AT THE SOUTHWEST CORNER OF SAID LOT 40); THENCE CONTINUING SOUTH ALONG SAID EAST LINE OF THE ALLEY, BEING THE EAST LINE OF THE NORTH-SOUTH ALLEY IN AUGUST PETERS SUBDIVISION OF BLOCK 3 OF BINGHAM AND FERNALD'S MORTON GROVE SUBDIVISION OF LOT 40 OF COUNTY CLERK'S DIVISION OF

SECTION 20, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, TO THE NORTH LINE OF THE EAST-WEST ALLEY IN SAID AUGUST PETERS SUBDIVISION; THENCE EASTERLY ALONG SAID NORTH LINE OF THE EAST-WEST ALLEY TO THE WEST RIGHT OF WAY LINE OF CALLIE AVENUE IN SAID AUGUST PETERS SUBDIVISION; THENCE NORTH ALONG SAID WEST RIGHT OF WAY LINE TO THE EXTENSION OF THE NORTH LINE OF LOT 41 IN BLOCK 4 IN AFORESAID BINGHAM AND FERNALD'S MORTON GROVE SUBDIVISION; THENCE EAST ALONG SAID NORTH LINE AND EXTENSIONS THEREOF TO THE EAST LINE OF THE NORTH-SOUTH ALLEY IN SAID BLOCK 4; THENCE SOUTH ALONG THE EAST LINE OF SAID ALLEY TO THE SOUTH LINE OF THE NORTH 6 FEET OF LOT 26 IN BLOCK 4 IN AFORESAID BINGHAM AND FERNALD'S MORTON GROVE SUBDIVISION; THENCE EAST ALONG THE SAID SOUTH LINE OF THE NORTH 6 FEET OF LOT 26 AND THE EXTENSION THEREOF TO THE EAST RIGHT OF WAY LINE OF FERNALD AVENUE IN BLOCK 5 IN SAID BINGHAM AND FERNALD'S MORTON GROVE SUBDIVISION; THENCE SOUTH ALONG SAID EAST LINE OF FERNALD AVENUE TO THE NORTH LINE OF THE EAST-WEST ALLEY IN SAID BLOCK 5; THENCE EAST AND SOUTHEASTERLY ALONG THE NORTH LINES OF THE EAST-WEST ALLEY AND EXTENSION THEREOF TO THE WEST RIGHT OF WAY LINE OF GEORGIANA AVENUE IN SAID BLOCK 5; THENCE NORTH ALONG THE SAID WEST RIGHT OF WAY LINE OF GEORGIANA AVENUE TO AN EXTENSION OF THE NORTH LINE OF LOT 14 IN HESSLER'S SUBDIVISION OF LOTS 1 TO 8 IN CIRCUIT COURT PARTITION OF LOTS 19 AND 24 IN COUNTY CLERK'S DIVISION AND THAT PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20 LYING BETWEEN AND BOUNDED BY THE SOUTH LINE OF SAID LOT 24 IN COUNTY CLERK'S DIVISION AND THE NORTH LINE OF MILLER'S MILL ROAD IN SECTION 20, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE EAST ALONG THE NORTH LINE AND EXTENSIONS THEREOF TO THE EAST LINE OF THE NORTH-SOUTH ALLEY IN SCHMITZ'S MORTON GROVE SUBDIVISION OF LOTS 2 AND 9 IN CIRCUIT COURT PARTITION OF LOTS 19 AND 24 IN COUNTY CLERK'S DIVISION AND THAT PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20 LYING BETWEEN AND BOUNDED BY THE SOUTH LINE OF SAID LOT 24 IN COUNTY CLERK'S DIVISION AND THE NORTH LINE OF MILLER'S MILL ROAD IN SECTION 20, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTH ALONG SAID EAST LINE OF THE ALLEY TO THE NORTH LINE OF THE EAST-WEST ALLEY; THENCE EAST ALONG THE NORTH LINE OF THE EAST-WEST ALLEY TO AN EXTENSION OF THE EAST LINE OF THE WEST 14 FEET 11 INCHES IN SAID SCHMITZ'S MORTON GROVE SUBDIVISION; THENCE SOUTH ALONG SAID LINE AND EXTENSIONS THEREOF TO THE SOUTH RIGHT OF WAY LINE OF LINCOLN AVENUE; THENCE WEST AND NORTHWESTERLY ALONG THE SOUTH LINE OF LINCOLN AVENUE IN NICHOLAS HAUPT HEIRS SUBDIVISION OF THE SOUTH 20 ACRES OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 13 (EXCEPT THE SOUTH 8.5 FEET AND THAT PART OF THE WEST 264 FEET LYING SOUTH OF THE CENTER OF ROAD) EAST OF THE THIRD PRINCIPAL MERIDIAN; ALSO, THE SUBDIVISION OF THAT PART OF THE WEST 264 FEET OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF LINCOLN AVENUE (EXCEPT THE SOUTH 8.5 FEET THEREOF); ALSO, OWNER'S SUBDIVISION OF LOTS 36 TO 39 OF COUNTY CLERK'S

DIVISION OF SECTION 20 AND THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID SOUTHERLY LINE OF LINCOLN AVENUE IN SAID OWNER'S SUBDIVISION HAVING A BEARING OF NORTH 69 DEGREES 17 MINUTES 16 SECONDS WEST, FOR PURPOSES OF THIS LEGAL DESCRIPTION; THENCE SOUTH 3 DEGREES 20 MINUTES 59 SECONDS WEST, 245.84 FEET; THENCE SOUTH 17 DEGREES 04 MINUTES 08 SECONDS WEST, 177.71 FEET; THENCE SOUTH 0 DEGREES WEST, 78.20 FEET; THENCE SOUTH 88 DEGREES 50 MINUTES 53 SECONDS WEST, 105.41 FEET; THENCE SOUTH 01 DEGREES 08 MINUTES 13 SECONDS EAST, 122.07 FEET; THENCE SOUTH 88 DEGREES 52 MINUTES 56 SECONDS WEST, 59.90 FEET; THENCE SOUTH 01 DEGREES 11 MINUTES 10 SECONDS EAST, 519.36 FEET TO THE SOUTH LINE OF THE NORTH HALF OF THE SOUTH HALF OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 20; THENCE WEST ALONG SAID LINE TO THE EASTERLY RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD; THENCE NORTHWESTERLY ALONG THE EASTERLY RIGHT OF WAY LINE TO THE SOUTH RIGHT OF WAY LINE OF MAIN STREET (WALNUT STREET) EXTENDED EAST, SAID LINE BEING THE SOUTH LINE OF THE NORTH 33 FEET OF LOT 34 IN AFORESAID COUNTY CLERKS DIVISION AND THE SOUTH LINE OF MAIN STREET (WALNUT STREET) IN BLOCK 4 IN MORTON GROVE IN SECTIONS 19 AND 20, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, TO THE WEST LINE OF BLOCKS 3, 2 AND 1 AND EXTENSIONS THEREOF OF SAID MORTON GROVE; THENCE NORTH ALONG SAID WEST LINE OF SAID BLOCKS AND EXTENSIONS TO THE NORTH LINE OF THE SOUTH 120 FEET OF LOTS 6, 7, 8, 9, 10 AND 11 IN BLOCK 1 IN SAID MORTON GROVE; THENCE EAST ALONG THE SAID NORTH LINE OF THE SOUTH 120 FEET TO THE WEST LINE OF LOT 12 IN SAID MORTON GROVE; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 12 TO THE NORTH LINE OF LOT 12; THENCE EAST ALONG THE NORTH LINE OF LOT 12 TO THE WESTERLY RIGHT OF WAY OF LEHIGH AVENUE, IN THE SUBDIVISION OF LOTS 1 AND 2 IN BLOCK 1 IN SAID MORTON GROVE; THENCE NORTHWESTERLY ALONG THE WESTERLY RIGHT OF WAY LINE OF LEHIGH AVENUE TO THE SOUTHERLY RIGHT OF WAY LINE OF LINCOLN AVENUE IN SAID SUBDIVISION; THENCE NORTHWESTERLY ALONG THE SOUTHERLY LINE OF LINCOLN AVENUE IN SAID SUBDIVISION AND SOUTHERLY LINE OF LINCOLN AVENUE IN AFORESAID BLOCK 1 IN MORTON GROVE, TO THE EAST LINE OF LINCOLN AVENUE, AS MONUMENTED AND OCCUPIED, IN LOT 45 IN AFORESAID COUNTY CLERK'S DIVISION, EXTENDED SOUTH; THENCE NORTH ALONG THE SAID EAST LINE OF LINCOLN AVENUE AND EXTENSIONS TO THE INTERSECTION WITH THE WEST RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD; THENCE NORTHERLY ALONG THE SAID WEST RIGHT OF WAY LINE TO THE PLACE OF BEGINNING, (EXCEPTING THEREFROM ALL OF THE SUBDIVISION OF PART OF LOT 45 AND PART OF LOT 40 OF COUNTY CLERK'S DIVISION IN SECTIONS 19 AND 20, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN), ALL IN COOK COUNTY, ILLINOIS.

EXHIBIT B

**REDEVELOPMENT PROJECT AREA OF THE VILLAGE OF MORTON GROVE
FERRIS AVENUE/LEHIGH AVENUE TAX INCREMENT
FINANCING DISTRICT – EXCEPTION (DELETED PARCELS)**

LEGAL DESCRIPTION

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

THAT PART OF THE EAST HALF OF SECTION 19 AND THE WEST HALF OF SECTION 20 IN TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF SAID CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD AND THE SOUTH RIGHT OF WAY LINE OF MAIN STREET (WALNUT STREET) EXTENDED EAST, SAID LINE BEING THE SOUTH LINE OF THE NORTH 33 FEET OF LOT 34 IN AFORESAID COUNTY CLERKS DIVISION AND THE SOUTH LINE OF MAIN STREET (WALNUT STREET) IN BLOCK 4 IN MORTON GROVE IN SAID SECTIONS 19 AND 20, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN: THENCE WEST ALONG SAID SOUTH LINE OF MAIN STREET TO THE WEST LINE OF BLOCKS 3, 2 AND 1 AND EXTENSIONS THEREOF OF SAID MORTON GROVE; THENCE NORTH ALONG SAID WEST LINE OF SAID BLOCKS AND EXTENSIONS TO THE NORTH LINE OF THE SOUTH 120 FEET OF LOTS 6, 7, 8, 9, 10 AND 11 IN BLOCK 1 IN SAID MORTON GROVE; THENCE EAST ALONG THE SAID NORTH LINE OF THE SOUTH 120 FEET TO THE WEST LINE OF LOT 12 IN SAID MORTON GROVE; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 12 TO THE NORTH LINE OF LOT 12; THENCE EAST ALONG THE NORTH LINE OF LOT 12 TO THE WESTERLY RIGHT OF WAY OF LEHIGH AVENUE, IN THE SUBDIVISION OF LOTS 1 AND 2 IN BLOCK 1 IN SAID MORTON GROVE; THENCE NORTHWESTERLY ALONG THE WESTERLY RIGHT OF WAY LINE OF LEHIGH AVENUE TO THE SOUTHERLY RIGHT OF WAY LINE OF LINCOLN AVENUE IN SAID SUBDIVISION; THENCE NORTHEASTERLY ALONG A LINE TO A POINT OF INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF SAID LINCOLN AVENUE AND THE EAST LINE OF SAID SECTION 19; THENCE NORTH ALONG SAID EAST LINE OF SECTION 19 TO A POINT OF INTERSECTION WITH SAID EASTERLY RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD; THENCE SOUTHEASTERLY ALONG SAID EASTERLY RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD TO THE POINT OF BEGINNING.

Legislative Summary

Ordinance 24-25

EXEMPTING CERTAIN MORTON GROVE EMPLOYERS FROM THE COOK COUNTY PAID LEAVE ORDINANCE

Introduction:	November 26, 2024
Purpose:	To exercise the Village's Home Rule Authority to exempt the Morton Grove Park District, school districts, and other employers located within the Village from the requirements of the Cook County Paid Leave Ordinance.
Background:	<p>On December 13, 2023, the Cook County Board of Commissioners ("County"), which is a home rule county, passed the Cook County Paid Leave Ordinance ("County Ordinance"), which is inconsistent with the Illinois Paid Leave for All Workers Act, 820 ILCS 192/1 et seq. The Village has been notified by impacted schools and the Morton Grove Park District that complying with the County Ordinance will negatively impact their governmental operations and affairs, especially their ability to provide efficient services to young residents and will place an undue burden on their ability to provide uninterrupted services to their constituents.</p> <p>Article VII, Section 6(c) of the Illinois Constitution provides that if "a home rule county ordinance conflicts with an ordinance of a municipality, the municipal ordinance shall prevail within its jurisdiction."</p> <p>The Village intends by adopting this ordinance to exercise its home rule authority to opt out of the requirements of the Cook County Paid Leave Ordinance so that its requirements shall not be imposed on the Morton Grove Park District, school districts located in the Village, and other village employers.</p>
Dept Affected	None
Fiscal Impact:	N/A
Funding Source:	N/A
Workload Impact:	The Village Administrator shall notify employers in the Village of this Ordinance as part of his normal activities.
Administrator Recommendation:	Approval as presented
Second Reading:	December 10, 2024
Special Requirement:	None

ORDINANCE NO. 24-25
EXEMPTING CERTAIN MORTON GROVE
EMPLOYERS FROM THE COOK COUNTY PAID
LEAVE ORDINANCE

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

WHEREAS, Article VII, Section 10 of the Illinois Constitution authorizes units of local government, such as the Village, to “exercise any power and perform any function pertaining to its government and affairs”; and

WHEREAS, Article VII, Section 6(c) of the Illinois Constitution provides that if "a home rule county ordinance conflicts with an ordinance of a municipality, the municipal ordinance shall prevail within its jurisdiction;" and

WHEREAS, on December 13, 2023, the Cook County Board of Commissioners (“County”), which is a home rule county, passed a Paid Leave Ordinance (“County Ordinance”), and

WHEREAS, the County Ordinance is inconsistent with the Illinois Paid Leave for All Workers Act (“PLFAW”), 820 ILCS 192/1 et seq., and places an undue burden on park districts, school districts and other employers within the Village; and

WHEREAS, the Village intends by adopting this ordinance to exercise its home rule authority to opt out of the requirements of the Cook County Paid Leave Ordinance so that its requirements shall not be imposed on the Morton Grove Park District school districts located in the Village and other Village employers as set forth herein; and

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

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

SECTION 2. EXEMPTION FROM COUNTY ORDINANCES. Except as expressly provided by Village Ordinance, employers located within the Village shall comply with all applicable Federal and/or State laws and regulations as such laws and regulations may exist from time-to-time with regard to both the payment of minimum hourly wages, paid sick leave, and paid leave.

A. Employee eligibility for paid sick leave, minimum hourly wages and paid leave shall be in compliance with all applicable Federal and/or State laws and

regulations as such laws and regulations may exist from time-to-time.

B. No additional obligations with regard to paid sick leave, paid leave, or minimum hourly wages imposed by any ordinance adopted by the County of Cook Board of Commissioners shall apply to any employer located within the Village or to the Village, and the Village hereby opts out of any such ordinance(s) including, but not limited to Cook Ordinances 23-5468.

C. For the purposes of this Ordinance:

a. the term "employee" means an individual permitted to work by an employer regardless of the number of persons the employer employs, and

b. the term "employer" means any person employing (1) one or more employees or seeking to employ one (1) or more employees, if the person has its principal place of business within the Village or does business within the Village, but shall not mean:

i. The government of the United States or a corporation wholly owned by the government of the United States;

ii. An Indian tribe or a corporation wholly owned by an Indian tribe; or

iii. The government of the State or any agency or department thereof; or

SECTION 3. SEVERABILITY. If any portion, section, or clause of this Ordinance is held invalid, the remainder shall continue in full force and effect without affecting the validity of the remaining portions of the Ordinance.

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

Passed this 10th day of December 2024.

Trustee Khan _____

Trustee Minx _____

Trustee Shiba _____

Trustee Thill _____

Trustee Travis _____

Trustee Witko _____

Approved by me this 10th day of December 2024.

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

Attested and Filed by me this
this 11th day of December 2024.

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



EAST MAINE SCHOOL DISTRICT 63

November 7, 2024

President Dan DiMaria
Board of Trustees
Village of Morton Grove
6101 Capulina Avenue
Morton Grove, IL 60063

Dear President DiMaria and the Board of Trustees:

We are writing to support the Village Board's efforts to pass a municipal ordinance opting Morton Grove public school districts out of Cook County's Paid Leave Ordinance (PLO). This step is crucial to ensuring that Morton Grove students are safe, supported, and receive a high-quality, enriching education.

The County's PLO mandates approximately five additional vacation days for most school district employees, despite the fact that they receive generous paid time off through collective bargaining agreements and the School Code. This will result in many more absences for teachers and support staff, further straining an already overburdened substitute system. In short, the County's ill-advised decision to include school districts in its PLO is a solution to a problem that simply does not exist.

The challenges created by the PLO will have serious consequences for our schools, including:

- Compromising our ability to fully staff classrooms.
- Reduced student supervision and support.
- Diminished quality of education and student well-being.
- Loss of critical services for vulnerable students, including social workers and psychologists for whom no substitutes are available.

The financial burden of this unfunded mandate will be considerable. We won't be able to absorb these costs without reducing staff and programming - further compromising educational quality.

Other home rule municipalities - including the Village of Niles - have supported their school districts by passing an ordinance that opts schools out of the Cook County PLO. Morton Grove's ordinance would make a meaningful difference to thousands of children in the Village - including those who attend our Melzer Elementary School.

We encourage the Board to support Morton Grove children and families by passing this Ordinance - and would be happy to answer any questions you might have.

Sincerely,

Dr. Shawn Schleizer
Superintendent

Dr. Shawn Schleizer, Superintendent

Empowering all students to succeed in a changing world

10150 Dee Road, Des Plaines, IL 60016 847.299.1900 www.emsd63.org



November 13, 2024

President Dan DiMaria
Board of Trustees
Village of Morton Grove
6101 Capulina Avenue
Morton Grove, IL 60063

Dear President DiMaria and the Board of Trustees:

I am writing on behalf of the Niles Township District for Special Education (NTDSE) Governing Board to support the Village Board's efforts to pass a municipal ordinance opting Morton Grove public school districts out of Cook County's Paid Leave Ordinance (PLO). This step is crucial to ensuring that the students who attend the NTDSE programs are safe, supported, and receive a consistent high-quality education.

The County's PLO mandates approximately five additional vacation days for most school district employees, despite the fact that they receive generous paid time off through their collective bargaining agreements, board policy, and the School Code. This will result in additional absences for educators and support staff, further straining an already overburdened substitute system. In short, the County's ill-advised decision to include school districts in its PLO is a solution to a problem that simply does not exist in the schools.

The challenges created by the PLO will have serious consequences for our schools, including:

- Compromising our ability to fully staff classrooms.
- Reduced student supervision and support.
- Diminished quality of education and student well-being.
- Loss of critical services for vulnerable students, including speech pathologists, social workers and psychologists, and occupational and physical therapists, for whom no substitutes are available.

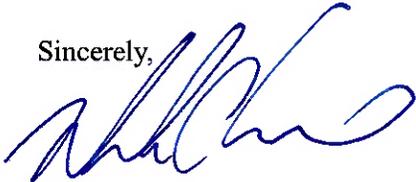
The financial burden of this unfunded mandate will also be considerable. We won't be able to absorb these costs within our further funding structure which will shift this burden to our member districts who will also be impacted by this rule in their own districts.

President Dan DiMaria
Board of Trustees
November 13, 2024
Page 2

Other home rule municipalities - including the Village of Niles - have supported their school districts by passing an ordinance that opts schools out of the Cook County PLO. Morton Grove's ordinance would make a meaningful difference to our most vulnerable population of students, those who attend the Molloy Education Center and the NTDSE Satellite programs.

We encourage the Board to support Morton Grove children and families by passing this Ordinance. Tarin Kendrick, the NTDSE Executive Director (847) 965-9040), is available to answer any questions regarding the impact this ordinance has on NTDSE.

Sincerely,



Dr. Mark Chao
President NTDSE Governing Board



November 7, 2024

President Dan DiMaria
Board of Trustees
Village of Morton Grove
6101 Capulina Avenue
Morton Grove, IL 60053

Dear President DiMaria and Members of the Board of Trustees,

We are writing to express our support for the Village Board's efforts to pass a municipal ordinance that would exempt Morton Grove public school districts from Cook County's Paid Leave Ordinance (PLO). We believe this exemption is essential to preserve a stable and effective learning environment for Morton Grove students.

The County's PLO mandates an additional five vacation days for many school district employees, despite the comprehensive paid leave benefits already provided through collective bargaining agreements and state regulations. This increased leave requirement will lead to higher absenteeism among teachers and support staff, placing even greater pressure on our already overburdened substitute teacher pool. Including school districts in the PLO appears to be an attempt to address concerns that simply do not exist within our system, where employee leave needs are already well-supported.

If enacted, the PLO could significantly disrupt our schools' operations in several ways:

- Compromising our ability to consistently staff classrooms and impacting the continuity of student learning
- Reducing supervision and support; thereby affecting student safety
- Diminishing the quality of education and the student experience overall
- Limiting access to essential services for vulnerable students, including those provided by social workers and psychologists, who often lack available substitutes

The financial implications of this unfunded mandate would be substantial, leading to potential reductions in staff and programming. Moreover, this would further affect educational quality.

Several home rule municipalities, such as the Village of Niles, have taken similar action to protect their schools by passing ordinances that exclude school districts from the County's PLO requirements. Enacting this exemption in Morton Grove would have a meaningful, positive

impact on thousands of children across our country, including those attending Melzer Elementary School.

We respectfully urge the Board to support Morton Grove students, families, and educators by moving forward with this ordinance. Please do not hesitate to reach out if you would like further information or clarification on any aspect of this matter.

Thank you for your attention to this critical matter.

Yours in service,

Matthew J. Condon, Ed.D.
Superintendent
Morton Grove School District 70

Erin Majchrowski, CSBO
Director of Business Services
Morton Grove School District 70

Morton Grove Park District

6834 Dempster Street • Morton Grove, Illinois • 60053 847/965-1200



November 18, 2024

Village Board of Trustees
Village of Morton Grove

Sent via email to
Mr. Chuck Myers
Village Administrator
cmeyer@mortongroveil.org

Dear Trustees,

On behalf of the Morton Grove Park District's Board of Park Commissioners, we appreciate the Village Board of Trustees' consideration for an exemption from the Cook County's Paid Leave for All Workers Ordinance, which requires employers to provide paid sick leave to all employees, including those working for governmental entities such as ours.

While we recognize the importance of supporting employees and their well-being, we believe that the ordinance presents a significant and undue financial burden on our district. Our organization, like many others, operates with a limited budget that is already stretched thin to maintain essential services. The costs associated with implementing and administering paid leave for employees would create a considerable strain on our finances, and the financial obligations would inevitably be passed on to the very residents we serve.

In addition to the financial burden, we must also express concern that this ordinance conflicts with existing state law. Specifically, the State of Illinois has acknowledged the unique challenges faced by park districts and other local government entities in providing benefits like paid leave. There are provisions in state law that recognize the fiscal impact of such mandates on local governments, and we believe that Cook County's ordinance directly contradicts the spirit of these provisions.

For these reasons, we respectfully request that the Village of Morton Grove exempt the Park District from the County's Paid Leave for All Workers Ordinance. We are committed to ensuring fair treatment for our employees, but we also have a responsibility to ensure the financial stability of our district and minimize the impact on our residents. We ask for your understanding and support in allowing us to make this decision in the best interests of the community we serve.

Thank you for your consideration of our request. Should you require any further information or wish to discuss this matter, please do not hesitate to contact me at 847-965-0383 or jwait@mgparks.com.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jeffrey Wait".

Jeffrey Wait MPA, MS, CPRP
Executive Director

COMMITTED TO QUALITY PARK AND RECREATION SERVICES

Legislative Summary

Ordinance 24-21

AN ORDINANCE ADOPTING THE BUDGETS FOR ALL CORPORATE PURPOSES OF THE VILLAGE OF MORTON GROVE AND THE MORTON GROVE LIBRARY, COOK COUNTY, ILLINOIS FOR THE CALENDAR YEAR EFFECTIVE JANUARY 1, 2025, AND ENDING DECEMBER 31, 2025

- Introduced:** November 12, 2024
- Purpose:** The 2025 Budget represents the Corporate Authorities' projections of revenue that are expected to become available during fiscal year 2025, as well as recommended expenditures for the Village.
- Background:** The Budget was presented at Village Workshop held on October 15 and a public hearing on the budget was held on November 26, 2024. Public notice of the hearing was published in the Chicago Tribune Local newspaper on November 14, 2024. The Budget has been available for inspection at the office of the Village Administrator, the Public Library, and posted on the Village's website since at least November 4, 2024.

Budget Summary:	Fund #	Fund	2025 Expenses
	02	General Fund	
		Legislative	\$ 122,750
		Media/Communication	\$ 61,770
		Administration	\$ 715,435
		Legal	\$ 381,660
		Community & Economic Development	\$ 346,904
		Finance	\$ 2,901,777
		Information Technology	\$ 1,197,941
		Reserves	\$ 793,000
		Police	\$13,681,353
		Fire	\$11,198,693
		Public Works	\$ 5,651,915
		Family & Senior/Civic Center	\$ 295,775
		Building & Inspectional Service	\$ 926,240
		Municipal Buildings	\$ 775,117
		General Fund Sub Total	\$39,050,330
		General Operations	
	03	Motor Fuel Tax	\$ 2,851,000
	07	Emergency 911	\$ 479,403
	18	Commuter Parking	\$ 30,200
	20	Debt Service	\$ 663,213
	30	Capital Projects	\$ 1,363,000
	31	Equipment Replacement Fund	\$ -
	40	Water & Sewer	\$10,082,182
	41	Fire Alarm	\$ 294,650
	43	Solid Waste	\$ 2,218,722
	45	MG Days	\$ 170,000
	54	Seizure	\$ 300,500
	61	Liability Insurance Fund	\$ 100,000
		General Operations Sub Total	\$18,552,870
		TIF/Economic Develop	
	12	Sawmill Station TIF	\$ 3,134,632
	14	Lincoln Lehigh TIF	\$ 7,420,000
	15	Lehigh-Ferris TIF	\$ 100,010
	16	Economic Development	\$ 210,000
		TIF/Economic Develop Total	\$10,864,642
		Non-Pension Total	\$68,467,842
		Pensions*	
	51	Municipal Employees Retirement Fund	\$ 1,426,000
	52	Firefighters Pension	\$ 4,832,000
	53	Police Pension	\$ 5,008,100
		Pensions Total	\$11,266,100
		Library	\$ 4,086,844
		Village and Library Total	\$83,820,786

*Excludes IMRF, SLEP and OPEB Liabilities

- Admin Recomd:** Approval as presented.
- Second Reading:** Required
- Special Consider:** The budget is required to be passed before December 31, 2024

Submitted by: Charles L. Meyer, Village Administrator
Reviewed by: Teresa Hoffman Liston, Corporation Counsel
Prepared by: Hanna Sullivan, Finance Director

ORDINANCE 24-21

AN ORDINANCE ADOPTING THE BUDGETS FOR ALL CORPORATE PURPOSES OF THE VILLAGE OF MORTON GROVE AND THE MORTON GROVE LIBRARY, COOK COUNTY, ILLINOIS FOR THE CALENDAR YEAR EFFECTIVE JANUARY 1, 2025, AND ENDING DECEMBER 31, 2025

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

WHEREAS, pursuant to Ordinance 97-53 enacted on the 11th day of November 1997, the Corporate Authorities of the Village of Morton Grove established by a two-thirds majority vote of the Village Board then holding office, the budget system, all as authorized pursuant to Statute 65 ILCS 5/8-2-9.1 and pursuant to said statute and local ordinance, the Village Administrator of the Village of Morton Grove has previously prepared and compiled the contents of the 2025 Budget and presented said Budget in tentative form for consideration by the Village Board; and

WHEREAS, the proposed annual budget has been made conveniently available for public inspection in the Office of the Village Administrator and at the Morton Grove Public Library since at least by November 4, 2024, such date being at least ten (10) days prior to the date of passage of this Ordinance by the Village Board; and

WHEREAS, the Village Board held a public hearing on the proposed annual budget on the 26th day of November 2024, such date being not less than one week after the proposed budget was made available for inspection; and

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

WHEREAS, the budget documents are too voluminous to attach to this ordinance but comport with the budget recapitulation attached hereto as Exhibit "A."

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

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

SECTION 2: The annual budget of the Village of Morton Grove, Illinois for the calendar year beginning January 1, 2025, and ending December 31, 2025, pursuant to the official budget documents currently kept in the Office of the Village Administrator shall be and is hereby adopted.

SECTION 3: The Annual Budget of the Morton Grove Public Library for the fiscal year beginning January 1, 2025, and ending December 31, 2025, is attached hereto as Exhibit “B” shall be and is hereby adopted

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

Passed this 26th day of November 2024.

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

Approved by me this 26th day of November 2024.

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

Attested and Filed by me this
27th day of November 2024.

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

EXHIBIT “A”

VILLAGE OF MORTON GROVE AND MORTON GROVE PUBLIC LIBRARY BUDGET ORDINANCE 24- CALENDAR YEAR JANUARY 1, 2025, TO DECEMBER 31, 2025

RECAPITULATION

Fund #	Fund	2025 Expenses
02	General Fund	
	Legislative	\$ 122,750
	Media/Communication	\$ 61,770
	Administration	\$ 715,435
	Legal	\$ 381,660
	Community & Economic Development	\$ 346,904
	Finance	\$ 2,901,777
	Information Technology	\$ 1,197,941
	Reserves	\$ 793,000
	Police	\$13,681,353
	Fire	\$11,198,693
	Public Works	\$ 5,651,915
	Family & Senior/Civic Center	\$ 295,775
	Building & Inspectional Service	\$ 926,240
	Municipal Buildings	\$ 775,117
	General Fund Sub Total	\$39,050,330
	General Operations	
03	Motor Fuel Tax	\$ 2,851,000
07	Emergency 911	\$ 479,403
18	Commuter Parking	\$ 30,200
20	Debt Service	\$ 663,213
30	Capital Projects	\$ 1,363,000
31	Equipment Replacement Fund	\$ -
40	Water & Sewer	\$10,082,182
41	Fire Alarm	\$ 294,650
43	Solid Waste	\$ 2,218,722
45	MG Days	\$ 170,000
54	Seizure	\$ 300,500
61	Liability Insurance Fund	\$ 100,000
	General Operations Sub Total	\$18,552,870
	TIF/Economic Develop	
12	Sawmill Station TIF	\$ 3,134,632
14	Lincoln Lehigh TIF	\$ 7,420,000
15	Lehigh-Ferris TIF	\$ 100,010
16	Economic Development	\$ 210,000
	TIF/Economic Develop Total	\$10,864,642
	Non-Pension Total	\$68,467,842
	Pensions*	
51	Municipal Employees Retirement Fund	\$ 1,426,000
52	Firefighters Pension	\$ 4,832,000
53	Police Pension	\$ 5,008,100
	Pensions Total	\$11,266,100
	Library	\$ 4,086,844
	Village and Library Total	\$83,820,786
*Excludes IMRF, SLEP and OPEB Liabilities		

EXHIBIT “B”
MORTON GROVE PUBLIC LIBRARY
APPROPRIATIONS AND LEVY
CALENDAR YEAR 2025

	2025 Budget
Revenues / Reciepts	
Property Tax	\$ 3,908,828
Replacement Tax	\$ 50,000
License Plate Sticker Revenue	\$ 2,000
Fines	\$ 175
Lost Materials Payments	\$ 500
Photocopies/Printing	\$ 6,400
Miscellaneous Income	\$ 15,000
Grants	\$ 41,066
Interest Income	\$ 2,000
Book Sale	\$ 4,000
Donations	\$ 4,800
Vending Income	\$ 5,000
Special Reserves	\$ 47,075
Total Revenues / Reciepts	\$ 4,086,844
Expenses (Summary)	
Salaries	\$ 1,929,005
Other Personnel Expenses	\$ 586,150
Materials / Services	\$ 607,850
Operations	\$ 646,239
Special Taxes	\$ 317,600
Transfer to Other Funds	
Total Expenses	\$ 4,086,844

Legislative Summary

ORDINANCE 24-22

**AN ORDINANCE LEVYING AND ASSESSING TAXES
FOR THE VILLAGE OF MORTON GROVE, COOK COUNTY, ILLINOIS
FOR 2024 TO BE COLLECTED IN THE FISCAL YEAR BEGINNING
JANUARY 1, 2025, AND ENDING DECEMBER 31, 2025**

Introduced: November 12, 2024

Purpose: This ordinance sets the 2024 property tax levy amount that will be collected and will fund the 2025 budget. This ordinance must be adopted and filed with the Cook County Clerk to levy property taxes within the Village of Morton Grove.

Background: Pursuant to Ordinance 24-21 the amount necessary to be levied for the 2024 property taxes is: \$12,104,185 for Village operational expenses, \$660,213 for Village debt service and \$3,908,808 for the Library. This will result in a levy of \$12,764,398 for the Village and \$3,908,828 for the Library for a total levy of \$16,673,226. The effective result is a 3.74% increase in the Village's portion of the tax levy and a 4.85% increase in the Library's portion of the tax levy, resulting in an overall increase of 4.0% from the final extended tax levy from the previous year.

Summary of Appropriation to be levied and Assessed:

Fund #	Fund Name Purpose	2025 Expenditures	Tax Levy Requirements	Abatements	2024 Net Levy
	Village of Morton Grove				
02	General Fund				
	Corporate Purposes				
	General	\$ 38,088,103	\$ 3,784,269	\$ -	\$ 3,784,269
	IMRF Pension	\$ 281,000	\$ 281,000	\$ -	\$ 281,000
	C.N.A. Pension	\$ 681,227	\$ 681,227	\$ -	\$ 681,227
	General Fund sub-total	\$ 39,050,330	\$ 4,746,496	\$ -	\$ 4,746,496
52	Fire Pension Fund	\$ 4,832,000	\$ 3,545,915	\$ -	\$ 3,545,915
53	Police Pension Fund	\$ 5,008,100	\$ 3,811,774	\$ -	\$ 3,811,774
	Non-Debt sub-total	\$ 48,890,430	\$ 12,104,185	\$ -	\$ 12,104,185
	<u>Debt</u>				
20	2019 Refunding Bonds (5)		\$ 660,213		\$ 660,213
	Debt sub-total	\$ -	\$ 660,213	\$ -	\$ 660,213
	Village Total	\$ 48,890,430	\$ 12,764,398	\$ -	\$ 12,764,398
	Village of Morton Grove Library				
	General	\$ 4,086,844	\$ 3,908,828	\$ -	\$ 3,908,828
	Grand Total	\$ 52,977,274	\$ 16,673,226	\$ -	\$ 16,673,226

Admin Recom: Approval as presented.

Second Reading: Required

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

Submitted by: Charles L. Meyer, Village Administrator
 Reviewed by: Terry Liston, Corporation Counsel
 Prepared by: Hanna Sullivan, Finance Director

ORDINANCE 24-22

AN ORDINANCE LEVYING AND ASSESSING TAXES FOR THE VILLAGE OF MORTON GROVE, COOK COUNTY, ILLINOIS FOR 2024 TO BE COLLECTED IN THE FISCAL YEAR BEGINNING JANUARY 1, 2025, AND ENDING DECEMBER 31, 2025

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

WHEREAS, on November 26, 2024, the President and Board of Trustees of the Village passed and approved by roll call vote, the annual Budget Ordinance 24-2 of said Village for the fiscal year beginning January 1, 2025, and ending December 31, 2025. The Ordinance was duly signed and approved by the President and Board of Trustees of the Village and attested by the Village Clerk; and thereafter it was duly published in pamphlet form by order of the President and Board of Trustees of the Village; and

WHEREAS, Pursuant to Ordinance 24-2, the amount necessary to be levied for 2024 property taxes is \$12,764,398 for the Village and \$3,908,828 for the Library for a total levy of Sixteen Million Six Hundred Seventy-Three Thousand Two Hundred Twenty-Six Dollars (\$16,673,226).

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

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

SECTION 2: The total amount of appropriations for all corporate purposes legally made and to be collected from the tax levy of 2024 is hereby ascertained to be the sum of Sixteen Million Six Hundred Seventy-Three Thousand Two Hundred Twenty-Six (\$16,673,226)

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

Passed this 26th day of November 2024

Trustee Khan _____

Trustee Minx _____

Trustee Shiba _____

Trustee Thill _____

Trustee Travis _____

Trustee Witko _____

Approved by me this 26th day of November 2024.

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

Attested and Filed by me in my office this
27th day of November 2024.

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

Legislative Summary

Ordinance 24-26

AUTHORIZING AN AMENDMENT TO THE VILLAGE OF MORTON GROVE 2024 ADOPTED BUDGET

Introduced:	November 26, 2024
Purpose:	To amend the Adopted 2024 Budget to include the expenditure of certain public safety equipment to be paid for by grant reimbursement opportunities and ARPA funds.
Background:	Pursuant to Ordinance 23-21, the budget for Calendar Year 2024 was adopted by the Board of Trustees on November 28, 2023. The Budget represents an estimate of revenues available and recommended expenditures for the Village. Title 1, Chapter 9D, Section 6 of the Municipal Code allows the adopted budget to be amended by a vote of two-thirds of the Corporate Authorities. The Village has become aware of grant opportunities to partly reimburse the Village for the purchase of certain necessary public safety equipment. This ordinance will approve an amendment to the 2024 Adopted Budget to reflect the 2024 expenditures for this equipment and to designate ARPA funds which have already been received for these expenditures.
Programs, Departments or Groups Affected	Finance, Police, and Fire Departments
Fiscal Impact:	This ordinance will amend the 2024 Adopted Budget by adding \$87,000 to account 023014572010, \$292,580 to account 024015564200, \$31,310 to account 024015562160 and adding \$335,200 to account 024015572030.
Source of Funds:	General Fund Reserves
Workload Impact:	The Finance Department as part of their normal work activities will perform the management and implementation of the budget amendment.
Administrator Recommendation:	Approval as Presented
Second Reading:	December 10, 2024
Special Considerations or Requirements:	This Ordinance will require a two-thirds majority vote to approve as presented.

ORDINANCE 24-26

AUTHORIZING AN AMENDMENT TO THE VILLAGE OF MORTON GROVE 2024 ADOPTED BUDGET

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

WHEREAS, pursuant to Ordinance 23-21, the budget for Calendar Year 2024 was adopted by the Board of Trustees on November 28, 2023; and

WHEREAS, pursuant to Ordinance 23-21 and pursuant to Section 65 ILCS 5/8-2-9.1 et seq, the Calendar Year Budget document represents an estimate of revenues available to the municipality for the fiscal year together with recommended expenditures for the municipality pursuant to good fiscal management practices; and

WHEREAS, pursuant to Title 1, Chapter 9D, Section 6 of the Municipal Code of the Village of Morton Grove, the Corporate Authorities may from time-to-time amend its adopted budget by a vote of two-thirds of its members; and

WHEREAS, from time-to-time changing circumstances and priorities may necessitate amendments to the budget document; and

WHEREAS, the Village wished to take advantage of grant reimbursement opportunities and ARPA funds to purchase certain necessary public safety equipment; and

WHEREAS, an amendment to the 2024 Adopted Budget is needed to reflect the 2024 expenditures for this equipment and to designate ARPA funds for this purchase.

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

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

SECTION 2: The Corporate Authorities hereby amend the 2024 Adopted Annual Budget to adjust the following accounts in General Fund as follows:

<u>Account Number</u>	<u>Account Name</u>	<u>Amount</u>
<u>Expenditure Account</u>		
023014572010	Machinery & Equipment	\$ 87,000
024015564200	Operational Equipment	\$ 292,580
024015562160	Paramedic Supplies	\$ 31,310
024015572030	Motor Vehicles	\$ 335,200

SECTION 3: The Village Administrator and Director of Finance/Treasurer and/or their designees are hereby authorized to make the necessary amendments to the 2024 Adopted Budget as reflected in Section 2.

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

Passed this 10th day of December 2024

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

Approved by me this 10th day of December 2024

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

Attested and Filed in my office this
11th day of December 2024

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

Legislative Summary

Ordinance 24-27

IMPLEMENTING A MUNICIPAL GROCERY RETAILERS' OCCUPATION TAX AND A MUNICIPAL GROCERY SERVICE OCCUPATION TAX FOR THE VILLAGE OF MORTON GROVE

Introduction:	November 24, 2024
Purpose:	To implement a Municipal Grocery Tax at the rate of 1% .
Background:	<p>On August 5, 2024, Illinois Governor J.B. Pritzker signed legislation repealing the State grocery tax and authorizes municipalities to recover its share of revenue from the State grocery tax.</p> <p>Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24) provides that, beginning on January 1, 2026, all Illinois municipalities may impose a tax “upon all persons engaged in the business of selling groceries at retail in the municipality” (the “Municipal Grocery Tax”) (65 ILCS 5/8-11-24) at the rate of 1% of the gross receipts from these sales provided the municipality also imposes a Service Occupation Tax at the same rate, “upon all persons engaged, in the municipality, in the business of making sales of service, who, as an incident to making those sales of service, transfer groceries” as “an incident to a sale of service” (the “Municipal Grocery Service Occupation Tax”) (65 ILCS 5/8-11-24). These taxes will be administered, collected and enforced by the Illinois Department of Revenue.</p> <p>The Village believes that it is appropriate, necessary and in the best interests of the Village and its residents to levy these taxes in order to replace the Village’s share of the state grocery taxes. This tax shall take effect on January 1, 2026, provided a certified copy of this Ordinance is filed with the Illinois Department of Revenue on or before April 1, 2025.</p>
Dept Affected	Finance, Administrator
Fiscal Impact:	If no action is taken, the Village would lose approximately \$152,000 in revenue currently generated through its share of the state grocery tax.
Funding Source:	N/A
Workload Impact:	The Village Administrator and Finance Director shall implement this Ordinance as part of their normal activities.
Administrator Recommendation:	Approval as presented
Second Reading:	December 10, 2024
Special Requirement:	This tax shall take effect on January 1, 2026, provided a certified copy of this Ordinance is filed with the Illinois Department of Revenue on or before April 1, 2025.

Submitted and Prepared by – Charles L. Meyer, Village Administrator

Reviewed by - Teresa Hoffman Liston, Corporation Counsel

Reviewed by – Hanna Sullivan, Finance Director

Zoe Heidorn – Assistant Village Administrator

ORDINANCE NO. 24-27
**IMPLEMENTING A MUNICIPAL GROCERY
RETAILERS' OCCUPATION TAX AND A
MUNICIPAL GROCERY SERVICE OCCUPATION
TAX FOR THE VILLAGE OF MORTON GROVE**

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

WHEREAS, the Illinois Municipal Code, 65 ILCS 5/1-2-1, provides that the corporate authorities of each municipality may pass all ordinances and make all rules and regulations proper or necessary, to carry into effect the powers granted to municipalities, with such fines or penalties as may be deemed proper; and

WHEREAS, Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24) provides that, beginning on January 1, 2026, all Illinois municipalities may impose a tax “upon all persons engaged in the business of selling groceries at retail in the municipality” (the “Municipal Grocery Tax”) (65 ILCS 5/8-11-24); and

WHEREAS, the Municipal Grocery Retailers’ Occupation Tax may be imposed “at the rate of 1% of the gross receipts from these sales” (65 ILCS 5/8-11-24); and

WHEREAS, any Municipal Grocery Retailers’ Occupation Tax shall be administered, collected and enforced by the Illinois Department of Revenue; and

WHEREAS, Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24) requires any municipality imposing a Municipal Grocery Retailers’ Occupation Tax under Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24) to also impose a Service Occupation Tax at the same rate, “upon all persons engaged, in the municipality, in the business of making sales of service, who, as an incident to making those sales of service, transfer groceries” as “an incident to a sale of service” (the “Municipal Grocery Service Occupation Tax”) (65 ILCS 5/8-11-24); and

WHEREAS, any Municipal Grocery Service Occupation Tax shall be administered, collected, and enforced by the Illinois Department of Revenue; and,

WHEREAS, the President and Board of Trustees of the Village believe that it is appropriate, necessary, and in the best interests of the Village and its residents, that the Village levy a Municipal Grocery Retailers’ Occupation Tax as permitted by Section 8-11-24 of the

Illinois Municipal Code (65 ILCS 5/8-11-24); and

WHEREAS, the President and Board of Trustees of the Village believe that it is appropriate, necessary and in the best interests of the Village and its residents, that the Village levy a Municipal Grocery Service Occupation Tax as permitted by Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24); and

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

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

SECTION 2. MUNICIPAL GROCERY RETAILERS' OCCUPATION TAX IMPOSED. A tax is hereby imposed upon all persons engaged in the business of selling groceries at retail in this municipality at the rate of 1% of the gross receipts from such sales made in the course of such business while this Ordinance is in effect. The imposition of this tax is in accordance with and subject to the provisions of Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24).

SECTION 3. MUNICIPAL GROCERY SERVICE OCCUPATION TAX. A tax is hereby imposed upon all persons engaged in this municipality in the business of making sales of service, who, as an incident to making those sales of service, transfer groceries as an incident to a sale of service. The rate of this tax shall be the same rate identified in Section 2, above. The imposition of this tax is in accordance with and subject to the provisions of Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24).

SECTION 4. ILLINOIS DEPARTMENT OF REVENUE TO ADMINISTER BOTH TAXES. The taxes hereby imposed, and all civil penalties that may be assessed as an incident thereto, shall be collected and enforced by the Department of Revenue of the State of Illinois. The Illinois Department of Revenue shall have full power to administer and enforce the provisions of this Ordinance.

SECTION 5. CLERK TO FILE ORDINANCE WITH ILLINOIS DEPARTMENT OF REVENUE. As required under Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24), the Clerk is hereby directed to file a certified copy of this Ordinance with the Illinois Department of Revenue on or before April 1, 2025.

SECTION 6. EFFECTIVE DATE. The taxes imposed by this Ordinance shall take effect

on the later of: (i) January 1, 2026; (ii) the first day of July next following the adoption and filing of this Ordinance with the Department of Revenue, if filed on or before the preceding April 1st; or, (iii) the first day of January next following the adoption and filing of this Ordinance with the Department of Revenue, if filed on or before the preceding October 1st.

SECTION 7. SEVERABILITY. If any portion, section, or clause of this Ordinance is held invalid, the remainder shall continue in full force and effect without affecting the validity of the remaining portions of the Ordinance.

SECTION 8. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form according to law.

Passed this 10th day of December 2024.

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

Approved by me this 10th of December 2024.

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

Attested and Filed by me this
11th day of December 2024.

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

Legislative Summary

Resolution 24-68

**AUTHORIZING THE EXECUTION OF A SERVICE CONTRACT
WITH MUNICIPAL GIS PARTNERS, INC. (MGP)
FOR GEOGRAPHIC INFORMATION SYSTEM SERVICES**

Introduced:	November 26, 2024
Purpose:	To authorize the Village Administrator to execute and Village Clerk to attest to a contract extension with Municipal GIS Partners, Inc. (MGP), to maintain and develop Geographic Information System (GIS) services in 2025, and to authorize the Village Administrator to renew the contract for successive one-year periods if then existing circumstances warrant the renewal.
Background:	The Village has been a member of the Geographic Information System Consortium (GISC) since 2002 to reduce the costs of implementing GIS technology by participating in collective bargaining, group training, joint purchasing, and development and innovation sharing. MGP has been the service provider for GIS services to GISC since the GISC began in 1999. This resolution will approve a one-year contract with MGP for the term of January 1, 2025, to December 31, 2025, and will authorize the Village Administrator to renew the contract for successive one-year periods if then existing circumstances warrant the renewal. Tee contract may be terminated by the Village for any reason upon 90-days written notice.
Programs, Departments or Groups Affected	All Village departments and Village residents and businesses that utilize the GIS system.
Fiscal Impact:	\$96,129.24
Source of Funds:	2025 General Fund Account Number 02-20-25-55-2110
Workload Impact:	The Public Works Department will manage the contract as part of its normal work activities.
Administrator Recommendation:	Approval as presented.
Second Reading:	Not Required
Special Considerations or Requirements:	None

Submitted by: Charles L. Meyer, Village Administrator
Reviewed by: Teresa Hoffman Liston, Corporation Counsel
Reviewed by: Zoe Heidorn, Assistant Village Administrator
Reviewed by: Mike Lukich, Director of Public Works
Prepared by: Chris Tomich, Village Engineer

RESOLUTION 24-68

AUTHORIZING THE EXECUTION OF A SERVICE CONTRACT WITH MUNICIPAL GIS PARTNERS, INC. (MGP) FOR GEOGRAPHIC INFORMATION SYSTEM SERVICES

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

WHEREAS, the Village desires to utilize a geographic information system (GIS) to assist in the service, maintenance, and long-range planning of its operations; and

WHEREAS, the Village has been a member of Geographic Information System Consortium (GISC) since 2003 for the purpose of reducing costs of implementing GIS technology by participating in collective bargaining, group training, joint purchasing, and development and innovation sharing; and

WHEREAS, the success of the GISC has resulted in growth from four municipalities in 1999 to forty-three in 2024, which reduces the Village's overall cost of participation; and

WHEREAS, GISC service provider, Municipal GIS Partners, Inc. (MGP) has a history of successfully providing GIS services to the Village at a reasonable cost; and

WHEREAS, the contract included in Exhibit "A" includes an effective date of January 1, 2025, with an initial term of one year and to option to renew by mutual agreement for successive one-year periods; and

WHEREAS, funds for this contract are included in the Adopted 2025 Budget; and

WHEREAS, the amount of the contract is a not-to-exceed value of \$96,129.24.

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 and directed to execute, and the Village Clerk is authorized to attest a contract with Municipal GIS Partners, Inc. ("MGP") providing the Village with geographical information system services as provided in "GIS Consortium Service Provider Contract" attached hereto as Exhibit "A".

Commented [CM1]: @Terry Liston @Zoe Heidom Do we normally include the Account Number in the Ordinance? I would removed the account number, but if we normally put it back in please let me know.

Commented [ZH2R1]: I think we typically keep it general, as you wrote it. The GIS resolution for 2023 included the account number too, but it does seem unnecessary.

SECTION 3: The Village Administrator and his or her designees are authorized to take all steps necessary to implement the contract.

SECTION 4: The Village Administrator is further authorized to extend the term of the contract for successive one (1) year periods or for any other period agreed to by MGP if such extension is deemed to be in the best interest of the Village.

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

Passed this 26th day of November 2024

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

Approved by me this 26th day of November 2024

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

Approved and Filed in my office this
27th day of November 2024

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

Exhibit "A"

GIS CONSORTIUM SERVICE PROVIDER CONTRACT

This contract (this "**Contract**") made and entered into this 1st day of January, 2025 (the "**Effective Date**"), by and between the Village of Morton Grove, an Illinois municipal corporation (hereinafter referred to as the "**Municipality**"), and Municipal GIS Partners, Incorporated, 701 Lee Street, Suite 1020, Des Plaines, Illinois 60016 (hereinafter referred to as the "**Consultant**").

WHEREAS, the Municipality is a member of the Geographic Information System Consortium ("**GISC**");

WHEREAS, the Consultant is a designated service provider for the members of GISC and is responsible for providing the necessary professional staffing resource support services as more fully described herein (the "**Services**") in connection with the Municipality's geographical information system ("**GIS**");

WHEREAS, the Municipality desires to engage the Consultant to provide the Services on the terms set forth herein; and

WHEREAS, the Consultant hereby represents itself to be in compliance with Illinois statutes relating to professional registration applicable to individuals performing the Services hereunder and has the necessary expertise and experience to furnish the Services upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and of the promises hereinafter set forth, it is hereby agreed by and between the Municipality and the Consultant that:

SECTION 1 SCOPE OF SERVICES

1.1 Statement of Work. This Contract contains the basic terms and conditions that will govern the overall relationship between the Consultant and the Municipality. The Consultant will provide the Services described in the statement of work attached hereto as **Attachment 1** ("**Statement of Work**"), which shall become a part of and subject to this Contract.

1.2 Supplemental Statements of Work. Any additional services to be performed by the Consultant may be added to this Contract after the Effective Date by the mutual agreement of the parties, which agreement will be evidenced by mutual execution of a Supplemental Statement of Work which shall also be subject to the terms and conditions set forth in this Contract.

1.3 Additional Compensation. If the Consultant wishes to make a claim for additional compensation as a result of action taken by the Municipality, the Consultant shall give written notice of its claim within fifteen (15) days after occurrence of such action. Regardless of the decision of the Municipality Manager relative to a claim submitted by the Consultant, all work required under this Contract as determined by the Municipality Manager shall proceed without interruption.

Exhibit "A"

1.4 Contract Governs. If there is a conflict between the terms of this Contract and the Statement of Work or any Supplemental Statement of Work, unless otherwise specified in such Statement of Work, the terms of this Contract shall supersede the conflicting provisions contained in such Statement of Work.

SECTION 2 PERFORMANCE OF WORK

2.1 All work hereunder shall be performed under the direction of the Village Manager or their designee (hereinafter referred to as the "*Municipality Manager*") in accordance with the terms set forth in this Contract and each relevant Statement of Work.

SECTION 3 RELATIONSHIP OF PARTIES

3.1 Independent Contractor. The Consultant shall at all times be an independent contractor, engaged by the Municipality to perform the Services. Nothing contained herein shall be construed to constitute a partnership, joint venture or agency relationship between the parties.

3.2 Consultant and Employees. Neither the Consultant nor any of its employees shall be considered to be employees of the Municipality for any reason, including but not limited to for purposes of workers' compensation law, Social Security, or any other applicable statute or regulation.

3.3 No Authority to Bind. Unless otherwise agreed to in writing, neither party hereto has the authority to bind the other to any third party or to otherwise act in any way as the representative of the other.

SECTION 4 PAYMENT TO THE CONSULTANT

4.1 Payment Terms. The Municipality agrees to pay the Consultant in accordance with the terms and amounts set forth in the applicable Statement of Work, provided that:

(a) The Consultant shall submit invoices in a format approved by the Municipality.

(b) The Consultant shall maintain records showing actual time devoted to each aspect of the Services performed and cost incurred. The Consultant shall permit the authorized representative of the Municipality to inspect and audit all data and records of the Consultant for work done under this Contract. The Consultant shall make these records available at reasonable times during this Contract period, and for a year after termination of this Contract.

(c) The service rates and projected utilization set forth in the applicable Statement of Work shall adjust each calendar year in accordance with the annual rates approved by the Board of Directors of GISC which shall be reflected in a Supplemental Statement of Work.

Exhibit "A"

(d) Payments to the Consultant shall be made pursuant to the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

(e) The Municipality is a tax-exempt municipality and will provide Consultant with a copy of the Municipality's current sales tax exemption certificate. Consultant shall not charge the Municipality any tax incurred by the Consultant for these Services.

4.2 Service Rates. The fees and/or service rates set forth in the Statement of Work and Supplemental Statement of Work include all applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use of, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Consultant.

SECTION 5 TERM

5.1 Initial Term. Subject to earlier termination pursuant to the terms of this Contract, the initial term of this Contract shall commence on the Effective Date and remain in effect for one (1) year (the "*Initial Term*").

5.2 Renewal Terms. The Initial Term may be extended for successive one (1) year periods or for any other period as mutually agreed to in writing and set forth in a Supplemental Statement of Work executed by both parties (each, a "*Renewal Term*").

5.3 Status of this Contract. The expiration of the Initial Term or a Renewal Term shall not terminate or affect the obligations of the Parties to each other under any existing Statement of Work or Supplemental Statement of Work issued pursuant to this Contract, and such Statement of Work or Supplemental Statement of Work shall continue in full force and effect and shall continue to be governed by the terms of this Contract until the expiration or completion of such Statement of Work or Supplement Statement of Work or until such Statement of Work or Supplemental Statement of Work is itself terminated pursuant to this Contract.

SECTION 6 TERMINATION OF CONTRACT

6.1 Voluntary Termination. Notwithstanding any other provision hereof, (a) the Municipality may terminate this Contract, any Statement of Work, or any Supplemental Statement of Work during the Initial Term or any Renewal Term, with or without cause, at any time upon ninety (90) calendar days prior written notice to the Consultant.; (b) the Consultant may terminate this Contract, any Statement of Work, or any Supplemental Statement of Work, with or without cause, at any time upon one hundred eighty (180) calendar days prior written notice to the Municipality; or (c) following the expiration of the Term of this Agreement, and notwithstanding Section 5.3 of this Agreement, either Party may terminate any Statement of Work or any

Exhibit "A"

Supplemental Statement of Work, with or without cause, upon thirty (30) calendar days prior written notice to the other Party.

6.2 Termination for Breach. Either party may terminate this Contract upon written notice to the other party following a material breach of a material provision of this Contract by the other party if the breaching party does not cure such breach within fifteen (15) days of receipt of written notice of such breach from the non-breaching party.

6.3 Payment for Services Rendered. In the event that this Contract is terminated in accordance with this Section 6, the Consultant shall be paid for services actually performed and reimbursable expenses actually incurred.

6.4 Effect of Termination. Termination of any Statement of Work or Supplemental Statement of Work will have no effect on this Contract. Termination of this Contract will serve to immediately terminate all open Statements of Work and Supplemental Statements of Work, absent a written agreement between the parties otherwise. Termination or expiration of this Contract, any Statement of Work, or any Supplemental Statement of Work will not affect any right or obligation of a party that comes into effect before, upon, or after such termination or expiration, or otherwise survives such termination or expiration, which was incurred by such party prior to such termination or expiration.

SECTION 7 CONSULTANT PERSONNEL AND SUBCONTRACTORS

7.1 Adequate Staffing. The Consultant must assign and maintain during the term of this Contract and any renewal thereof, an adequate staff of competent employees, agents, or subcontractors ("**Consultant Personnel**") that is fully equipped, licensed as appropriate and qualified to perform the Services as required by the Statement of Work or Supplemental Statement of Work.

7.2 Availability of Personnel. The Consultant shall notify the Municipality as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Consultant Personnel assigned to provide the Municipality with the Services. The Consultant shall have no claim for damages and shall not bill the Municipality for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the time of performance as a result of any such termination, reassigning, or resignation.

7.3 Use of Subcontractors. The Consultant's use of any subcontractor or subcontract to perform the Services shall not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by this Contract. All Services performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of the Consultant. Consultant shall be fully responsible and assumes liability for the acts and omissions of all subcontractors directly or indirectly employed by, or working at the direction of, the Consultant in the performance of the Services.

7.4 Removal of Personnel and Subcontractors. Municipality may, upon written notice to Consultant, request that any Consultant Personnel be removed or replaced. Consultant shall

Exhibit "A"

promptly endeavor to replace such Consultant Personnel and Municipality shall have no claim for damages for a delay or extension of the applicable Statement of Work as a result of any such removal or replacement.

7.5 Non-Solicitation of Consultant Employees. The Municipality agrees that during the term of this Contract and for a period of one (1) year thereafter, it shall not, directly or indirectly, through any other person, firm, corporation or other entity, solicit, induce, encourage or attempt to induce or encourage any employee of the Consultant to terminate his or her employment with the Consultant or to breach any other obligation to the Consultant. The Municipality acknowledges that the aforementioned restrictive covenant contained in this Section is reasonable and properly required for the adequate protection of the Consultant's business.

SECTION 8

ACCOMMODATION OF CONSULTANT PERSONNEL; MUNICIPAL FACILITIES

8.1 Facilities, Equipment, and Records. The Municipality shall provide the Consultant with adequate and safe office space, furnishings, records, hardware, software and connectivity to fulfill the objectives of the GIS program including, without limitation, the following:

(a) Office space for the Consultant's Personnel. This space should effectively and securely house all required GIS systems, peripherals and support tools. This space must be available during normal business hours;

(b) Furnishings including adequate desk(s), shelving, and seating for the Consultant's Personnel;

(c) Hardware, software, peripherals, internet access, and network connectivity meeting current minimum technical standards, as determined by Consultant from time to time, to perform the program objectives efficiently; and

(d) Any Municipality data or record which is necessary for carrying out the work as outlined in the Contract, Statement of Work or Supplemental Statement of Work.

8.2 Backup and Recovery Systems. The Municipality shall be responsible for installing, operating and monitoring the backup and recovery systems for all the Municipality's GIS assets that permit the Consultant to continue Services within a reasonable period of time following a disaster or outage. The Consultant shall be responsible for installing, operating and monitoring the backup and recovery systems for all Consultant's assets that permit the Municipality to continue accessing the GIS Materials and Services within a reasonable period of time following a disaster or outage.

8.3 Right of Entry; Limited Access. Consultant's Personnel performing Services shall be permitted to enter upon the Municipality's property in connection with the performance of the Services, subject to those rules established by the Municipality. Consent to enter upon a Municipality's facility given by the Municipality shall not create, nor be deemed to imply, the creation of any additional responsibilities on the part of the Municipality. Consultant's Personnel shall have the right to use only those facilities of the Municipality that are necessary to perform the Services and shall have no right to access any other facilities of the Municipality.

Exhibit "A"

8.4 Compliance with Law. The Municipality shall comply with all applicable local, state, and federal laws including those pertaining to safety, harassment, and discrimination.

SECTION 9 CONFIDENTIAL INFORMATION; INTELLECTUAL PROPERTY; FOIA

9.1 Municipal Materials. The Consultant acknowledges and agrees that all trademarks, service marks, logos, tradenames and images provided by or on behalf of the Municipality to the Consultant for use in performing the Services and the GIS database (including files created from the database) created by Consultant hereunder (the "***Municipal Materials***") are the sole and exclusive property of the Municipality. The Consultant acknowledges that this Contract is not a license to use the Municipal Materials except as needed to perform the Services hereunder.

9.2 Third-Party Materials. If applicable, to the extent the Consultant has agreed to obtain and/or license Third-Party Materials on behalf of Municipality, the Consultant shall obtain a license for Municipality to use the Third-Party Materials as part of the Services for the purpose specified in the applicable Statement of Work. "***Third-Party Materials***" shall include, but are not limited to, computer software, script or programming code or other materials owned by third parties and/or any software available from third parties, that is licensed by Consultant for the benefit of the Municipality.

9.3 GISC Materials. It is expressly understood that, excluding the Municipal Materials and Third-Party Materials, all members of GISC and the Consultant may use or share in any improvements or modifications incorporated into any computer software (in object code and source code form), script or programming code used or developed by the Consultant in providing Services hereunder (the "***GISC Materials***").

(a) The Consultant hereby grants the Municipality a limited, personal, nontransferable, non-exclusive license to use the GISC Materials solely for the purpose of and in connection with the Municipality's GIS. Upon expiration or termination of this Contract, or at such time the Municipality is no longer a member of GISC or in breach of its obligations hereunder, the Municipality shall not be entitled to or granted a license in future enhancements, improvements or modifications in the GISC Materials. The Municipality may grant a sublicense to a third party that the Municipality engages to maintain or update the GISC Materials in connection with the Municipality's GIS; provided that such third party agrees in writing to be bound by the license restrictions set forth in this Contract.

(b) The Municipality acknowledges that the Consultant is in the business of providing staffing resource support services and that the Consultant shall have the right to provide services and deliverables to third parties that are the same or similar to the services that are to be rendered under this Contract, and to use or otherwise exploit any GISC Materials in providing such services.

9.4 Confidential Information. In the performance of this Contract, the Consultant may have access to or receive certain information in the possession of the Municipality that is not generally known to members of the public ("***Confidential Information***"). The Consultant acknowledges that Confidential Information includes, but is not limited to, proprietary

Exhibit "A"

information, copyrighted material, educational records, employee data, financial information, information relating to health records, resident account information, and other information of a personal nature. Consultant shall not use or disclose any Confidential Information without the prior written consent of the Municipality. Consultant will use appropriate administrative, technical and physical safeguards to prevent the improper use or disclosure of any Confidential Information received from or on behalf of the Municipality. Upon the expiration or termination of this Contract, Consultant shall promptly cease using and shall return or destroy (and certify in writing destruction of) all Confidential Information furnished by the Municipality along with all copies thereof in its possession including copies stored in any computer memory or storage medium. The term "Confidential Information" does not include information that (a) is or becomes generally available to the public other than as a result of a breach of this Contract by the Consultant; (b) was in the Consultant's or Consultant Personnel's possession on a non-confidential basis from any source other than the Municipality, which source, to the knowledge of the Consultant, is entitled to disclose such information without breach of any obligation of confidentiality; (c) is independently developed by the Consultant without the use of or reference to, in whole or in part, any Confidential Information; (d) required to be disclosed pursuant to a court order issued by a court having jurisdiction thereof (subject to Section 9.5); or (e) information subject to disclosure under FOIA (as defined below in Section 9.6). For avoidance of doubt, it is agreed that the GISC Materials shall not be considered Confidential Information.

9.5 Dissemination of Confidential Information. Unless directed by the Municipality, Consultant shall not disseminate any Confidential Information. If Consultant is presented with a request for documents by any administrative agency or with a subpoena *duces tecum* regarding any Confidential Information which may be in Consultant's possession as a result of Services provided under this Contract, unless prohibited by law, Consultant shall immediately give notice to the Municipality with the understanding that the Municipality shall have the opportunity to contest such process by any means available to it prior to submission of any documents to a court or other third party. Consultant shall not be obligated to withhold delivery of documents beyond the time ordered by a court of law or administrative agency, unless the request for production or subpoena is quashed or withdrawn, or the time to produce is otherwise extended. Consultant shall cause its personnel, staff and subcontractors, if any, to undertake the same obligations regarding confidentiality and dissemination of information as agreed to by Consultant under this Contract.

9.6 Freedom of Information Act Requests. Within four (4) business days after the Municipality's Notice to the Consultant of the Municipality's receipt of a request made pursuant to the Illinois Freedom of Information Act (ILCS 140/1 et seq. – herein "FOIA"), the Consultant shall furnish all requested records in the Consultant's possession which are in any manner related to this Contract or the Consultant's performance of the Services, including but not limited to any documentation related to the Municipality and associated therewith. The Consultant shall not apply any costs or charge any fees to the Municipality or any other person, firm or corporation for its procurement and retrieval of such records in the Consultant's possession which are sought to be copied or reviewed in accordance with such FOIA request or requests. The Consultant shall defend, indemnify and hold harmless the Municipality including its several departments and including its officers and employees and shall pay all of the Consultant's Costs associated with such FOIA request or requests including Costs arising from the Consultant's failure or alleged failure to timely furnish such documentation and/or arising from the Consultant's failure or alleged failure otherwise to comply with the FOIA, whether or not associated with the Consultant's and/or

Exhibit "A"

the Municipality's defense of any litigation associated therewith. In addition, if the Consultant requests the Municipality to deny the FOIA request or any portion thereof by utilizing one or more of the lawful exemptions provided for in the FOIA, the Consultant shall pay all Costs in connection therewith. As used herein, "in the Consultant's possession" includes documents in the possession of any of the Consultant's officers, agents, employees and/or independent contractors; and "Costs" includes but is not limited to attorneys' fees, witness fees, filing fees and any and all other expenses — whether incurred by the Municipality or the Consultant.

9.7 News Releases. The Consultant may not issue any news releases without prior approval from the Municipality Manager nor will the Consultant make public proposals developed under this Contract without prior written approval from the Municipality Manager.

9.8 Survive Termination. The provisions of Section 9.1 and 9.4 through and including 9.8 shall survive the termination of this Contract.

SECTION 10 LIMITATION OF LIABILITY

10.1 THE REPRESENTATIONS SET FORTH IN THIS CONTRACT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTIES ARISING FROM TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE. UNDER NO CIRCUMSTANCES SHALL EITHER THE CONSULTANT OR THE MUNICIPALITY BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES, INCLUDING LOST SALES OR PROFITS, IN CONNECTION WITH THIS CONTRACT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SECTION 11 CONSULTANT WARRANTY; INDEMNIFICATION; INSURANCE

11.1 Warranty of Services. The Consultant warrants that the Services shall be performed in accordance with industry standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the time of the Effective Date.

11.2 Indemnification. The Consultant shall indemnify and save harmless the Municipality and its officers, employees, and agents from and against any and all loss, liability and damages of whatever nature, including Workmen's Compensation claims by Consultant's employees, in any way resulting from or arising out of the intentional, willful and wanton, negligent and/or gross negligent actions or omissions of the Consultant, the Consultant's employees and agents.

11.3 Insurance. The Consultant must procure and maintain, for the duration of this Contract, insurance as provided in **Attachment 2** to this Contract.

Exhibit "A"

11.4 No Personal Liability No official, director, officer, agent, or employee of any party shall be charged personally or held contractually liable by or to the other party under any term or provision of this Contract or because of its or their execution, approval or attempted execution of this Contract.

SECTION 12 GENERAL PROVISIONS

12.1 Equal Employment Opportunity Clause. In the event of the Consultant's non-compliance with the provisions of this Section 12.1 or the Illinois Human Rights Act, 775 ILCS 5/1-101, *et seq.*, as it may be amended from time to time, and any successor thereto (the "**Act**"), the Consultant may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, the Consultant agrees as follows:

(a) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and, further, the Consultant will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.

(b) That, if the Consultant hires additional employees in order to perform this Contract or any portion of this Contract, the Consultant will determine the availability (in accordance with 44 Ill. Admin. C. 750.5, *et seq.*, as it may be amended from time to time, and any successor thereto (the "**Applicable Regulations**")) of minorities and women in the areas from which the Consultant may reasonably recruit and the Consultant will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

(c) That, in all solicitations or advertisements for employees placed by the Consultant or on the Consultant's behalf, the Consultant will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.

(d) That the Consultant will send to each labor organization or representative of workers with which the Consultant has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the Consultant's obligations under the Act and the Applicable Regulations. If any labor organization or representative fails or refuses to cooperate with the Consultant in the Consultant's efforts to comply with the Act and the Applicable Regulations, the Consultant will promptly notify the Illinois Department of Human Rights (the "**Department**") and the Municipality and will recruit employees from other sources when necessary to fulfill its obligations under the Contract.

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(e) That the Consultant will submit reports as required by the Applicable Regulations, furnish all relevant information as may from time to time be requested by the Department or the Municipality, and in all respects comply with the Act and the Applicable Regulations.

(f) That the Consultant will permit access to all relevant books, records, accounts and work sites by personnel of the Municipality and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.

(g) That the Consultant will include verbatim or by reference the provisions of this Section 12.1 in every subcontract awarded under which any portion of the Contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this Contract, the Consultant will be liable for compliance with applicable provisions of this Section 12.1 by subcontractors; and further the Consultant will promptly notify the Municipality and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the Consultant will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

12.2 No Collusion. The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et seq.; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.

12.3 Sexual Harassment Policy. The Consultant certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 5/2-105(A)(4).

12.4 Compliance with Laws and Grants. Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. Consultant shall also comply with all conditions of any federal, state, or local grant received by Municipality or Consultant with respect to this Contract or the Services.

12.5 Assignments and Successors. This Contract and each and every portion thereof shall be binding upon the successors and the assigns of the parties hereto; provided, however, that

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no assignment, delegation or subcontracting shall be made without the prior written consent of the Municipality.

12.6 Severability. The parties intend and agree that, if any paragraph, subparagraph, phrase, clause, or other provision of this Contract, or any portion thereof, shall be held to be void or otherwise unenforceable, all other portions of this Contract shall remain in full force and effect.

12.7 Third Party Beneficiary. No claim as a third party beneficiary under this Contract by any person, firm, or corporation other than the Consultant shall be made or be valid against the Municipality.

12.8 Waiver. No waiver of any provision of this Contract shall be deemed to or constitute a waiver of any other provision of this Contract (whether or not similar) nor shall any such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Contract.

12.9 Governing Laws. This Contract shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois. Venue shall reside in Cook County, Illinois.

12.10 Headings. The headings of the several paragraphs of this Contract are inserted only as a matter of convenience and for reference and in no way are they intended to define, limit, or describe the scope of intent of any provision of this Contract, nor shall they be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

12.11 Modification or Amendment. This Contract constitutes the entire Contract of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written amendment or Supplemental Statement of Work duly executed by the parties. Each party agrees that no representations or warranties shall be binding upon the other party unless expressed in writing herein or in a duly executed amendment hereof.

12.12 Attachments. Attachments 1 and 2 are attached hereto, and by this reference incorporated in and made a part of this Contract. In the event of a conflict between any Attachment and the text of this Contract, the text of this Contract shall control.

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

12.14 Good Faith Negotiation. Before commencing any legal action, the parties agree to enter into good faith negotiations to resolve any controversy, claim, or dispute ("**Dispute**"). Such good faith negotiations shall commence promptly upon a party's receipt of notice of any Dispute from the other party and continue for a period of fourteen (14) days or any period of time as mutually agreed upon.

12.15 Notices. All notices, reports and documents required under this Contract shall be in writing (including prepaid overnight courier, electronic transmission or similar writing) and shall

Exhibit "A"

be given to such party at its address or e-mail address set forth below, or at such other address or e-mail address as such party may hereafter specify from time to time. Each such notice shall be effective (i) if given by first class mail or prepaid overnight courier, when received, or (ii) if sent to an e-mail address, upon the sender's receipt of an acknowledgment from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgment).

If to Municipality: Village of Morton Grove
6101 Capulina Ave
Morton Grove, IL 60053
Attention: Chris Tomich
E-mail: ctomich@mortongroveil.org

If to Consultant: Municipal GIS Partners, Incorporated
701 Lee Street, Suite 1020
Des Plaines, IL 60016
Attention: Thomas Thomey
E-mail: tthomey@mgpinc.com

12.16 Force Majeure. No party to this Contract shall be responsible or liable for, or deemed in breach hereof because of, any delay in the performance of its respective obligations under this Contract to the extent that such delay is due substantially to circumstances beyond the party's reasonable control and without the fault or negligence of the party experiencing such delay. Such circumstances may include, but are not limited to, any act of God, fire or other casualty, epidemic, quarantine, "stay home" or similar order, strike or labor dispute, embargo, war or violence, act of terrorism, or any law, order, proclamation, ordinance, demand, requirement, action or inaction of any national, state, provincial, local, or other government or governmental agency (each, a "**Force Majeure**"). Upon the occurrence of a Force Majeure, the party experiencing the Force Majeure shall notify the other party in writing immediately following such Force Majeure, but in no case later than three (3) business days after such party becomes aware of the occurrence of the Force Majeure. The written notification shall provide a reasonably detailed explanation of the Force Majeure.

12.17 Counterpart Execution. This Contract, Statement of Work or any Supplemental Statement of Work may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

12.18 Tort Immunity Defenses. Nothing contained in the Contract is intended to constitute, and nothing in the Contract will constitute, a waiver of the rights, defenses, and immunities provided or available to the Municipality under the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10 et seq. or any other applicable State law.

[REMAINDER INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

Exhibit "A"

IN WITNESS WHEREOF, the undersigned have placed their hands and seals hereto as of the date first above written.

ATTEST:

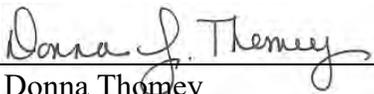
VILLAGE OF MORTON GROVE

By: _____
Name: Eileen Scanlan Harford
Its: Village Clerk

By: _____
Name: Charles L. Meyer
Its: Village Administrator

ATTEST:

**CONSULTANT: MUNICIPAL GIS
PARTNERS, INCORPORATED**

By: 
Name: Donna Thomey
Its: Management Support Specialist

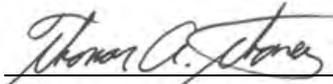
By: 
Name: Thomas A. Thomey
Its: President

Exhibit "A"

Attachment 1

Statement of Work to GIS Consortium Service Provider Contract

(see attached)

Exhibit "A"



Attachment 1 - Statement of Work

To GIS Consortium Service Provider Contract

About Municipal GIS Partners (MGP)

MGP (the Consultant) is the Service Provider to the GIS Consortium (GISC). It is necessary that each GISC member enter into an annual agreement with the Consultant (GISC Service Provider) to maintain their standing as a GISC member.

GISC Membership includes:

- Complete GIS program staffing with technology cost distribution across GISC members
- User and license access to all membership solutions and products
- Access to and participation in collaborative opportunities to share ideas and solutions

The Included Services section below expands on services provided by this agreement.

General Purpose

The Consultant will perform all or part of the Village of Morton Grove (the Municipality) geographic information system (GIS) management, development, operation, and maintenance as directed by the Municipality. In addition to supporting the GIS program, the Consultant will identify opportunities for continued program development and enhancement.

Program Staffing

The Consultant provides all the requisite staffing and skillsets required to manage the Municipality program including:

- Technical professionals assigned directly to the Municipality
- Advanced technical support staff for analysis, system integration, and escalation
- Systems analysts for ensuring product, solution, and infrastructure performance
- Professional program managers for ensuring service levels

Direct Program Hours

Services related to the direct management, development, operation, and maintenance of the Municipality program required to support the system

Exhibit "A"

Team Access During Normal Working Hours

The Consultant typically works Monday through Friday 8:00AM to 5:00PM. The Municipality has direct access to the staff assigned to the Municipality. Alternatively, the Municipality can call the Consultant's general telephone number or submit an email to Consultant's service desk for service.

Emergency Event Support

The Consultant will support Municipality emergency events within a reasonable timeframe of notification and work to staff the event for its duration. These services are not limited to normal business hours.

The Service Level section below expands on the program staffing services included in this agreement.

Staffing Allocation

Pursuant to the GISC membership agreement and bylaws all members must contract for a service level consistent with the allocation practices as prescribed by the GISC. The direct program staffing allocation for the Municipality for this agreement period is:

Agreement Period: January 1, 2025, through December 31, 2025

Direct Program Hours: 659.00

Onsite presence: Average of 6.18 days per month; estimated based upon 90 percent of the direct program hours, provided the Municipality and Consultant shall consult with each other in good faith from time to time on the advisability of flexible work arrangements whereby the program hours may be completed off-site, particularly in circumstances where the assigned staff and program are meeting or exceeding expectations.

Fees and Expenses

The fee for the staffing allocation set forth above is **\$8,010.77** per month. The total contract value for the agreement period is **\$96,129.24**. Such fee does not include taxes or any reimbursable out-of-pocket expenses that may be incurred by the Consultant.

Included Services

This section identifies the professional staffing, products and solutions, and business structures included in this service agreement. The Municipality is responsible for identifying and prioritizing the aspects of the services that are most important. The Consultant is responsible for implementing those priorities and communicating progress.

Staffing and Program Management

The Consultant provides the required staffing and organization with the skills and expertise to manage, develop, and maintain the system per the Municipality's priorities which includes GISC shared infrastructure, platforms, products and solutions. Services include:

1. Program consulting and reporting with all Municipality departments
2. Data creation, management, and quality control
3. Project identification, management, and delivery
4. Shared solution implementation

Exhibit "A"

5. ERP and department system GIS integration
6. User training and onboarding
7. Resource management and scheduling

Data Management

The Consultant is responsible for managing the GIS and related data based on priorities as directed by the Municipality.

Primary Layers:

Addresses, parcels, buildings, streets, railroads, water utilities, sewer utilities, municipal boundary, zoning districts, planned unit developments, variances, TIF districts, special use permits, annexations, signs, trees, recreation areas, bike paths, water features, school districts, emergency response boundaries, refuse collection, and legislative districts.

Municipality Priority Layers

The Consultant's local government data model has over 260 standard layers. Included in this service is the identification, creation, and management of layers as directed by the Municipality.

Data Quality

One of the primary accountabilities of the Consultant is to ensure that Primary and Municipality Priority layers are of high-quality. Practices employed include:

1. Daily data quality reporting and alerting
2. Mistake proofing databases, processes, and productivity tools
3. Address Verification to identify discrepancies between Municipality ERP and department systems
4. Utility system integrity leveling for completeness, field accuracy and timeliness
5. Formation and support of key data stakeholder teams
6. Data management documentation for Municipality layers

Products and Solutions

GISC Membership includes unlimited access to the products and solutions developed by the Consultant for the GISC and its members. The Consultant is accountable for:

1. Collaboration with third party vendors and partners
2. Deploying shared solutions for the Municipality
3. Identifying and communicating new solution opportunities
4. Managing existing solutions to agreed service levels
5. Infrastructure monitoring, alerting and mitigation
6. Patching, updating, and securing shared infrastructure
7. Researching and evaluating opportunities for development
8. Resource planning and scheduling
9. Scalability planning and right sizing
10. Technical documentation
11. Testing and quality certification

Exhibit "A"

Solution List

The following are the primary products and solutions provided by the Consultant through membership in the GISC:

1. **Address Pre-Check:** A tool to standardize address data in Municipality systems and workflows
2. **Address Verification:** A product to assess and score community address quality across department systems
3. **Asset Management and Manager Dashboards:** A solution that enables the Municipality to manage and visualize infrastructure data and maintenance
4. **Community Map Viewer:** A publicly accessible map viewer designed for residents and businesses
5. **Community-Portal:** An address-based portal that integrates and organizes department data for staff, residents, and local businesses
6. **Emergency Management Suite:** A tool to centralize emergency event data collection, monitoring, and communication for better decision-making and resource planning
7. **Local Government Data Model:** A database standard developed for, in partnership with, members of the GISC
8. **myGIS:** A secure staff accessible mapping system to discover and analyze all Municipality GIS data
9. **Real-Time Solutions:** A tool to consume and visualize data from real-time sensors and assets
10. **Story Maps:** A customizable web application to communicate information to the public in a simple and meaningful way

Service Level Agreement

The Consultant is responsible for managing the quality and availability of GISC infrastructure and solutions. These parameters are determined by GISC Board policy and included in these services.

Exhibit "A"

Attachment 2

Insurance to GIS Consortium Service Provider Contract

(see attached)

Exhibit "A"



Attachment 2 - Insurance

To GIS Consortium Service Provider Contract

Consultant's Insurance

Consultant shall procure and maintain, for the duration of this Contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, employees or subcontractors.

- A. Minimum Scope of Insurance: Coverage shall be at least as broad as:
1. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Municipality named as additional insured, on a form at least as broad as the ISO Additional Insured Endorsement CG 2010 and CG 2026.
 2. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto" with the Municipality named as additional insured, on a form at least as broad as the ISO Additional Insured Endorsement.
 3. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance (the policy shall include a 'waiver of subrogation').
- B. Minimum Limits of Insurance: Consultant shall maintain limits no less than:
1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
 2. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
 3. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.
- C. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Municipality. At the option of the Municipality, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as it respects the Municipality, its officials, agents, employees and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

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- D. Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:
1. General Liability and Automobile Liability Coverages: The Municipality, its corporate authorities, officials, officers, agents, employees, and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Municipality, its officials, agents, employees and volunteers.
 2. The Consultant's insurance coverage shall be primary as respects the Municipality, its corporate authorities, officials, officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by the Municipality, its officials, agents, employees and volunteers shall be excess of Consultant's insurance and shall not contribute with it.
 3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Municipality, its corporate authorities, officials, officers, agents, employees, and volunteers.
 4. The Consultant's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Consultant shall be required to name the Municipality, its corporate authorities, officials, officers, agents, employees, and volunteers as additional insureds
 6. All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
 7. The Consultant and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Municipality. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as *Kotecki v. Cyclops Welding*. Consultant agrees to indemnify and defend the Municipality from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, which the Municipality may sustain as a result of personal injury claims by Consultant's employees, except to the extent those claims arise as a result of the Municipality's own negligence.
- E. All Coverages: Each insurance policy required by this paragraph shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Municipality.

Exhibit "A"

- F. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

- G. Verification of Coverage: Consultant shall furnish the Municipality with certificates of insurance naming the Municipality, its corporate authorities, officials, officers, agents, employees, and volunteers as additional insured's and with original endorsements, affecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Municipality before any work commences. The Municipality reserves the right to request full certified copies of the insurance policies and endorsements.

Legislative Summary

Resolution 24-69

**AUTHORIZING A TASK ORDER WITH CIORBA GROUP, INC.
FOR LEHIGH AVENUE STREET LIGHTING PROJECT**

Introduced:	November 26, 2024
Purpose:	To authorize the Village Administrator to execute a task order with Ciorba Group, Inc., to perform lighting design calculations and engineering drawings for the Lehigh Avenue Street Lighting Project.
Background:	Land use on Lehigh Avenue within the Lincoln-Lehigh Tax Increment Financing (TIF) District is undergoing significant change with the addition of townhomes, mixed-use development, and a new train station. As part of this redevelopment, there is a need to improve the level and quality of village roadway lighting along Lehigh Avenue between 8300 Lehigh Avenue and Lincoln Avenue along Main Street. The lighting design for this requirement exceeds the technical expertise of the Village Engineering Division. Resolution 22-01, approved January 10, 2022, authorized executing a task order contract with Ciorba Group, Inc. for required engineering services. Village staff has negotiated a scope of services with Ciorba Group, Inc. to perform the lighting design engineering services. While the cost for this specific cost for this project is within the Village Administrator's spending authority, it is being presented to the Village Board for consideration since the total cost for Ciorba task orders from the existing Ciorba agreement exceed the Village Administrator's authority.
Programs, Departments or Groups Affected	Public Works Department
Fiscal Impact:	\$22,685.80
Source of Funds:	2024 and 2025 Lincoln-Lehigh TIF Fund Account Number 14-10-11-57-1031
Workload Impact:	The Public Works Department will manage and implement the project as part of its normal work activities.
Administrator Recommendation:	Approval as presented.
Second Reading:	Not Required
Special Considerations or Requirements:	None

Submitted by: Charles L. Meyer, Village Administrator
Reviewed by: Terry Hoffman Liston, Corporation Counsel
Reviewed by: Mike Lukich, Director of Public Works
Prepared by: Chris Tomich, Village Engineer

RESOLUTION 24-69

AUTHORIZING A TASK ORDER WITH CIORBA GROUP, INC. FOR THE LEHIGH AVENUE STREET LIGHTING PROJECT

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

WHEREAS, land use on Lehigh Avenue within the Lincoln-Lehigh Tax Increment Financing (TIF) District is undergoing change with the addition of townhomes, mixed-use development, and a new train station; and

WHEREAS, there is a need to improve the level and quality of village roadway lighting along Lehigh Avenue between 8300 Lehigh Avenue and Lincoln Avenue and along Main Street; and

WHEREAS, the lighting design for this requirement exceeds the technical expertise of the Village Engineering Division; and

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

WHEREAS, Village staff has negotiated a scope of services with Ciorba Group, Inc. in the amount of \$22,685.80 to perform the needed design engineering services; and

WHEREAS, funding for projects in the Lincoln-Lehigh TIF Fund has been allocated in the Adopted 2024 Budget and Draft 2025 Budget Account Number 14-10-11-57-1031; and

WHEREAS, the proposal for design engineering services is included in Exhibit "A."

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

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

SECTION 2: The Village Administrator or his designee is hereby authorized to execute a task order with Ciorba Group, Inc. to perform design engineering services for Lehigh Avenue Street Lighting Project in the not-to-exceed amount of \$22,685.80.

SECTION 3: The Village Administrator and Director of Public Works or their designees are authorized to take all steps necessary to implement the design engineering task order for the Lehigh Avenue Street Lighting Project.

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

PASSED this 26th day of November 2024

Trustee Khan _____

Trustee Minx _____

Trustee Shiba _____

Trustee Thill _____

Trustee Travis _____

Trustee Witko _____

APPROVED by me this 26th day of November 2024

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

APPROVED and FILED in my office this
27th day of November 2024

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

EXHIBIT A
TASK ORDER

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

1 SCOPE OF SERVICES:

Design services for street lighting along Lehigh Avenue between 8250 Lehigh Avenue and Lincoln Avenue and along Main Street between Lehigh Avenue and the dead end to the west.

2 TIME OF PERFORMANCE (ATTACH SCHEDULE IF APPROPRIATE):

January 31, 2025

3 CONSULTANT’S COMPENSATION:

Not to exceed \$22,685.80

4 ADDITIONAL TERMS :

None.

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

VILLAGE

CONSULTANT

Signature

Signature

Charles L. Meyer
Village Administrator

Duane O’Laughlin
Chief Operating Officer

Date

Date

TASK ORDER XX
LEHIGH AVE STREET LIGHTING IMPROVEMENTS
SCOPE OF WORK AND FEE
9/2/2024

Ciorba will prepare lighting design calculations and contract documents for new roadway lighting along Lehigh Ave between 8250 Lehigh Ave and Lincoln Ave and along Main Street between Lehigh Avenue and the dead end to the west. The lighting layout will generally be one-sided, opposite of existing aerial utilities. It is anticipated that the existing aerial utilities adjacent to the proposed Chestnut Street Apartments development will be buried. The existing lighting controller near the south entrance of the train station will energize the new street lighting.

After Notice to Proceed is received, the Project Team will complete the following work tasks:

Meetings and Coordination. Ciorba will attend a virtual kickoff meeting with Village staff to identify information needed from the Village such utility atlases. The project schedule will be reviewed so that Village and Ciorba expectations remain on the same page. Ciorba will meet onsite with the Village to review the existing lighting controller configuration and circuiting of existing roadway lighting to be removed. Ciorba will remain in close contact with the Engineering staff to keep the Village up to date on the status of the project as well as to discuss any issues that may arise.

Field Review/Base Sheet Preparation. Ciorba will prepare CAD base files for this project using a combination of aerial photos, GIS information, plans for adjacent developments, and data collected during a walking survey in lieu of full topographic survey. Hardscape items such as pavement, curb lines, sidewalks and driveways will be identified from aerial photos. Trees, vegetation, utilities, and other features will be located by means of walking survey to mitigate potential conflicts with the proposed lighting system. Aerial photos will be obtained from the United States Geological Survey (USGS) website. Utility information will be obtained by contacting the Joint Utility Location Information for Excavators (JULIE). Village atlases will be obtained in GIS format and imported directly into CAD. Ciorba will draft all private utility information received.

Utility Coordination. Upon receipt of the initial round of comments from the Village on the preliminary plan submittal, plans will be submitted to all utilities located within the project limits for review and comment and to identify any potential conflicts.

Prepare Bid Documents. Poles and luminaires will be selected to match the existing davit arm poles and luminaires installed along Lincoln Ave. Ciorba will identify the target lighting levels and obtain product literature and photometric files for the luminaires identified by the Village. Photometric calculations will be performed to confirm target lighting levels are provided. A summary Concept Report will be prepared documenting the design. Voltage drop calculations will be performed to verify the proper sizing of cabling between the light poles.

A full set of plans suitable for bidding will be prepared, including Cover Sheet, General Notes & Summary of Quantities, Removal Plan, Proposed Plan, Single Line Diagram, and Details. Applicable IDOT Highway Standards will also be included in the bid documents. Upon completion of the preliminary design, a plan-in-hand field review will be performed to confirm the proposed equipment locations. This review will include checks for potential utility conflicts and interference with parkway trees and aerial utilities. Village comments and field review notes will be incorporated into final plans.

Specifications will be tailored to the Village's requirements. Luminaire properties such as photometric distribution, color temperature and warranty requirements will be clearly defined to ensure the Village receives the product it desires.

Quantities and cost estimates will be prepared for each submittal, preliminary and final. Cover Sheet, Table of Contents, Invitation for Bids, Notice to Bidders, Contractor Proposal, Contract, General Provisions, and Special Provisions will be assembled into the specification package for the final bid documents. These documents will be prepared in accordance with Village requirements.

Quality Control / Quality Assurance. Project review by the Quality Manager will be conducted in accordance with our QC/QA procedures.

Bidding Assistance. Ciorba will assist the Village during the bidding phase of this project. Ciorba will notify potential bidders, prepare addendums, answer bidder questions, evaluate references, and prepare a letter of recommendation to award the project to the lowest responsible bidder.

Ciorba's engineering fee for this work order will be \$22,685.80 calculated based on hourly rates as shown in the following tables.

Cost Estimate of
 Consultant Services
 (Direct Labor Multiple)
09/02/24

Firm	Ciorba Group, Inc
Project	Lehigh Ave Lighting Improvements
Municipality	Morton Grove
Project Number	21456.xx

ITEM	MANHOURS (A)	PAYROLL (B)	DIRECT COSTS (C)	TOTAL (B+C)	% OF GRAND TOTAL
Meetings & Coordination	4	\$ 910.00	\$ -	\$ 910.00	4%
Field Review/Base Sheet Development	47	\$ 5,894.00	\$ 26.80	\$ 5,920.80	26%
Utility Coordination	4	\$ 472.00	\$ -	\$ 472.00	2%
Prepare Bid Documents	87	\$ 13,243.00	\$ -	\$ 13,243.00	58%
Quality Control / Quality Assurance	4	\$ 1,000.00	\$ -	\$ 1,000.00	4%
Bidding Assistance	4	\$ 640.00	\$ -	\$ 640.00	3%
Project Management & Administration	2	\$ 500.00	\$ -	\$ 500.00	2%
TOTALS	152	\$ 22,659.00	\$ 26.80	\$ 22,685.80	100%

Activity		Grand Total	Senior Project Manager	Project Engineer	Senior Engineer	Staff Engineer II	# of Sheets
TOTAL		152	16	40	49	47	12
1.	Meetings & Coordination	Task Total:	4	3	1		0
	0100 Meetings	Meetings	2	1	1		0
	Kickoff Meeting		2	1	1		
	0120 Coordination	Subtotal:	2	2			0
	Coordination with Village		2	2			
2.	Field Review/Base Sheet Development	Task Total:	47	2	2	43	0
	0210 Obtain Utility Data & Aerial Photos	Subtotal:	17	2	2	13	0
	Obtain Utility Atlases (JULIE)		4			4	
	Obtain Aerials		1			1	
	Walking Survey		8			8	
	Site Visit with Village		4	2	2		
	0220 Process Survey Information	Subtotal:	30			30	0
	Draft Existing Conditions from Aerials		6			6	
	Import Village provided GIS information		2			2	
	Add Utilities to Existing Conditions		16			16	
	Draft Walking Survey		6			6	
3.	Utility Coordination	Task Total:	4			4	
	0310 Utility Coordination	Subtotal:	4			4	0
	Utility Submittals		4			4	
4.	Prepare Bid Documents	Task Total:	87	5	33	49	12
	0410 Analysis/Design	Subtotal:	11		7	4	0
	Identify Target Lighting Levels		1		1		
	Equipment Selection/Vendor Coordination		2		2		
	Photometric Calculations		3		1	2	
	Concept Report		4		2	2	
	Voltage Drop Calculations		1		1		
	0420 Plans (2 submittals)	Subtotal:	64	3	20	41	12
	Cover Sheet		3		1	2	1
	General Notes, Index of Sheets, Legend, SOQ		5		1	4	1
	Removal Plan		10	1	3	6	1
	Lighting Plan		34	2	12	20	3
	One Line Diagram		8		2	6	1
	Details		4		1	3	5
	0430 Specifications and Estimates	Subtotal:	12	2	6	4	0
	Quantities/Estimate of Cost		7	1	2	4	
	Special Provisions		5	1	4		
5.	Quality Control / Quality Assurance	Task Total:	4	4			
	0510 QC/QA Review	Subtotal:	4	4			0
	QC/QA Review		4	4			
6.	Bidding Assistance	Task Total:	4		4		
	0610 Bidding Assistance	Subtotal:	4		4		0
	Respond to Bid Questions		2		2		
	Review Bid Tabs/Letter of Recommendation		2		2		
7.	Project Management & Administration	Task Total:	2	2			
	0700 Project Management & Administration	Subtotal:	2	2			0
	Project Management		2	2			

PAYROLL RATES

FIRM NAME
PRIME/SUPPLEMENT
PSB NO.

Ciorba Group, Inc. DATE

09/02/24

ESCALATION FACTOR 0.000%

CLASSIFICATION	CURRENT RATE <i>*(Burdened Rate)</i>	CALCULATED RATE
Principal	\$264.00	\$264.00
Senior Project Manager	\$250.00	\$250.00
Project Engineer	\$160.00	\$160.00
Senior Engineer	\$137.00	\$137.00
Staff Engineer II	\$118.00	\$118.00
Staff Engineer I	\$107.00	\$107.00

DIRECT COSTS

Field Review/Base Sheet Development

Description	Unit	Unit Cost	Quantity	Extended Cost
Vehicle (mileage)	mile	\$ 0.670	40	\$ 26.80
				\$ 26.80 Total

Legislative Summary

Resolution 24-70

ESTABLISHING A MORATORIUM ON PROCESSING APPLICATIONS FOR PUBLIC ALLEY RIGHT OF WAY VACATIONS

Introduced:	November 26, 2024
Purpose:	To establish a moratorium for 18 months on any new vacations of public alley rights of way, so as to provide Staff with sufficient time to establish a proactive policy regarding desired alley vacations.
Background:	<p>Village Staff currently receives requests for alley vacations on an occasional basis, typically tied to the spring/summer construction cycle when homeowners are considering fence replacements and installations. No formal policy is in place to approve such requests, resulting in a reactive process where in the Community and Economic Development Administrator, Public Works Director, and Village Engineer evaluate the merits of the request against zoning requirements, anticipated Public Works projects, and existing/proposed infrastructure and utility locations. The piecemeal review of alley vacation requests results in an inefficient use of Village resources.</p> <p>The Department of Public Works is currently in the process of inventorying public alley conditions and creating a comprehensive Capital Improvement Program. Based on the data that is being inventoried for those projects, Staff will be able to develop a comprehensive database of public alley rights of way including documentation of existing condition and a Village-wide assessment of the suitability of alleys for vacation. That inventory will enable the Department of Public Works to identify right of way segments that would be good candidates for vacation that the Village could then proactively pursue, or enable Staff to quickly respond to vacation requests including consistent reasoning for the support or denial of such requests. Staff recommend establishing a moratorium on alley vacations for a period of 18 months to provide sufficient time for the creation of a proactive alley vacation policy and related database.</p>
Departments Affected:	Village Administrator; Community and Economic Development; Public Works
Fiscal Impact:	None
Source of Funds:	N/A
Workload Impact:	None
Administrator Recommendation:	Approval as presented.
Second Reading:	
Special Considerations or Requirements:	None

Submitted by: Charles L Meyer, Village Administrator
Reviewed by: Mike Lukich, Director of Public Works
Reviewed by: Teresa Hoffman Liston, Corporation Counsel
Prepared by: Brandon Nolin, Community Development Administrator

RESOLUTION 24-70

ESTABLISHING A MORATORIUM ON PROCESSING APPLICATIONS FOR PUBLIC ALLEY RIGHT OF WAY VACATIONS

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

WHEREAS, the Village has dedicated alleys that serve as part of the transportation network, a utility corridor, and a latent stormwater management facility; and

WHEREAS, the Village also has alleys that do not serve that purpose because of changes in development patterns after the alley was dedicated and before land development happened.

WHEREAS, Municipal Code Title 12 Chapter 9 Section 5 specifies the process for vacating existing public rights of way (streets and alleys); and

WHEREAS, the process includes application to the Village to vacate public right of way and a determination by staff whether the public right of way is has value to the services the Village provides its residents or whether it can be considered surplus and vacated; and

WHEREAS, the staff evaluation of alleys has been reactive and based on a request; and

WHEREAS, it may serve the Village and its residents more effectively to evaluate the need for all alleys and categorize alleys as either functional or surplus; and

WHEREAS, the Department of Public Works began in 2024 and intends to finish in 2025 creating a capital improvement plan to identify and prioritize rehabilitation needs for the network of Village alleys; and

WHEREAS, this capital improvement plan can and should evaluate whether an alley serves current and future needs for the Village and its residents; and

WHEREAS, it is desirable to complete the work of determining if an alley is functional or surplus before considering requests to vacate an alley, according to Municipal Code Title 12, Chapter 9, Section 5; and

WHEREAS, Village Staff has recommended that the Village should establish a moratorium on the processing of applications for vacating public alleys until the Department of Public Works completes its capital improvement program and determines if the each of the alleys in the network are functional or surplus.

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 WHEREAS clauses of this Resolution are hereby incorporated into this Section 1 as if fully restated herein.

SECTION 2: A moratorium is hereby established prohibiting the processing of applications for public alley right of way vacations for 18 months following the adoption of this resolution.

SECTION 3: The Village Administrator is authorized and directed on behalf of the Village to take such action as is necessary or appropriate to implement, administer and enforce said moratorium on behalf of the Village of Morton Grove.

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

Passed this 26th day of November 2024.

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

Approved by me this 26th day of November 2024.

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

Attested and Filed in my office this
27th day of November 2024.

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

Legislative Summary

Resolution 24-71

AUTHORIZING THE ACCEPTANCE OF A MATERIAL PROPOSAL FROM COMPASS MINERALS AMERICA INC. FOR THE 2025 ROAD ROCK SALT PURCHASING PROGRAM

Introduced:	November 26, 2024
Purpose:	To authorize the Village Administrator to accept a material proposal from Compass Minerals America Inc. to purchase road rock salt for the 2025 winter snow and ice season.
Background:	The Village has an annual program to purchase road rock salt for the winter snow and ice season. The road rock salt is used to keep the Village-maintained streets, parking lots, and facilities safe during the winter snow and ice season. The purchasing of this material is paid for using the Motor Fuel Tax (MFT) fund. The State of Illinois administratively controls the use of MFT funds, and the bidding procedures and contract documents are required to conform to state requirements for these amounts. This contract was bid through a public process in accordance with the Village of Morton Grove municipal code and Illinois Department of Transportation (IDOT) requirements. The contract was advertised, and three (3) sealed bids were received. The low bid was submitted from Compass Minerals America Inc. of Overland Park, Kansas, with the bid amount of \$169,925.00 for two thousand five hundred (2,500) tons of road rock salt in Exhibit A. The Village included terms in the contract documents to provide an option to purchase between 40 and 120 percent of the 2,500 tons contract quantity. The corresponding contract amount the bidder has agreed to furnish is \$204,000. The bid amount is based upon unit pricing proposed by Compass Minerals America Inc. for the number of units the Village determines to be in the best interest of the Village. This Resolution will approve a contract with Compass Minerals America Inc. for the 2025 Road Rock Salt Purchasing Program not to exceed \$204,000.00.
Departments Affected	Public Works Department
Fiscal Impact:	\$204,000.00
Source of Funds:	2025 Adopted Budget Motor Fuel Tax Fund Account Number 03-50-60-56-3120
Workload Impact:	The Public Works Department will manage and implement the project as part of its normal work activities.
Administrator Recommendation:	Approval as presented.
Second Reading:	Not Required
Special Considerations or Requirements:	None

Submitted by: Charles L. Meyer, Village Administrator
Reviewed by: Teresa Hoffman Liston, Corporation Counsel
Reviewed by: Mike Lukich, Director of Public Works
Prepared by: Chris Tomich, Village Engineer

RESOLUTION 24-71

AUTHORIZING THE ACCEPTANCE OF THE MATERIAL PROPOSAL FROM COMPASS MINERALS AMERICA INC. FOR THE 2025 ROAD ROCK SALT PURCHASING PROGRAM

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

WHEREAS, the Village has an annual program to purchase road rock salt for the winter snow and ice season; and

WHEREAS, the road rock salt is used to keep the village-maintained streets, parking lots, and facilities safe during the winter snow and ice season; and

WHEREAS, this material is purchased and paid for using the Motor Fuel Tax (MFT) fund; and

WHEREAS, the State of Illinois administratively controls the use of the MFT funds; and

WHEREAS, the State of Illinois requires the bid procedures and contract documents for these amounts to conform to State requirements; and

WHEREAS, this contract was bid through a public bid process in accordance with the Village of Morton Grove municipal code and Illinois Department of Transportation (IDOT) requirements; and

WHEREAS, the bid contract was advertised, three (3) sealed bids were received; and

WHEREAS, the low bid was submitted from Compass Minerals America Inc. of Overland Park, Kansas with the bid amount of \$169,925.00 for two thousand five hundred (2,500) tons of road rock salt. Refer to Exhibit A; and

WHEREAS, the Village included terms in the contract documents to provide an option to purchase between 40 and 120 percent of the 2,500 tons contract quantity; and

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

WHEREAS, this Resolution will approve a contract with Compass Minerals America Inc. for the 2025 Road Rock Salt Purchasing Program in an amount not to exceed \$204,000, which is equivalent to the maximum amount the bidder has agreed to furnish;

WHEREAS, funding for the above purchase for \$320,000 is available in the 2025 Adopted Budget MFT Fund.

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

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

SECTION 2: The Village Administrator is hereby authorized to execute the form titled "Acceptance of Proposal to Furnish Materials and Approval of Award" (Exhibit B) in order to purchase Road Rock Salt from Compass Minerals America Inc. in an amount not to exceed \$204,000.00.

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

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

Passed this 26th day of November 2024

Trustee Khan _____

Trustee Minx _____

Trustee Shiba _____

Trustee Thill _____

Trustee Travis _____

Trustee Witko _____

Approved by me this 26th day of November 2024

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

Approved and Filed in my office this
27th day of November 2024

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

Exhibit A

Village of Morton Grove, Cook County, Illinois
 MFT Sec#25-00000-01-GM Material Proposal for Road Rock Salt

Bid Tabulation

Bid Opening: November 15, 2024 10:00am

				Engineer's Estimate		Compass Minerals America, Inc. 9900 West 109th Street Overland Park, Kansas 66215		Cargill, Incorporated - Salt, Road Safety 24950 Country Club Blvd., Suite 450 North Olmstead, OH 4470		Morton Salt, Inc. 444 W. Lake Street, Suite 2900 Chicago, IL 60606	
PAY ITEM	PAY ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST
1	ROAD ROCK SALT	TON	2500	\$90.00	\$225,000.00	\$67.97	\$169,925.00	\$73.22	\$183,050.00	\$84.50	\$211,250.00
CORRECTED TOTAL PROPOSAL AMOUNT					\$225,000.00	\$169,925.00		\$183,050.00		\$211,250.00	
AS-READ PROPOSAL AMOUNT						\$169,925.00		\$183,050.00		\$211,250.00	

Apparent Low Bidder: Compass Minerals America, Inc.
Apparent Low Bid Amount: \$169,925.00
Engineer's Estimate of Cost: \$225,000.00
Difference: -\$55,075.00



Exhibit B

Acceptance of Proposal to Furnish Materials and Approval of Award

Local Public Agency	County	Street Name/Road Name	Section Number
Morton Grove	Cook		25-00000-01-GM

Bidder's Name
Compass Minerals America, Inc.

Bidder's Address	City	State	Zip Code
9900 West 109th Street	Overland	KS	66215

In accordance with your proposal submitted on 11/15/24, a copy of which is in our files, you have been awarded the contract for furnishing the following materials required in the **maintenance** of the above designated project. Materials shall be inspected in accordance with current Departmental policies.

Item	Unit of Measure	Quantity	Unit Price	Amount
ROAD ROCK SALT	TON	2,500	\$67.9700	\$169,925.00
Total				\$169,925.00

Terms

Shipping Instructions

For Municipal Projects

Municipal Official Signature & Date

For County And Road District Project

Highway Commissioner Signature & Date

Illinois Department of Transportation
Concurrence in Approval of Award

Regional Engineer Signature & Date

County Engineer/Superintendent of Highways Signature & Date

Legislative Summary

Ordinance 24-28

APPROVING A TEXT AMENDMENT TO MODIFY AND ESTABLISH REGULATIONS RELATING TO TREE PRESERVATION AND PROTECTION AND ESTABLISH A TREE PLANTING FUND

Introduction:	November 26, 2024
Purpose:	To approve an amendment to Sections 1-9C-5, 1-11-4, 7-2-6, and 7-2-8, and to Chapter 12-11 to modify and establish regulations relating to tree preservation and protection and to establish a tree planting fund.
Background:	<p>The Village of Morton Grove recognizes the services and functions that trees provide as a collective asset to the Morton Grove community. As the Village of Morton Grove seeks to enhance regulations applying to trees on public and private property to better preserve and protect the urban forest as critical infrastructure, Staff is recommending certain modifications to Chapter 12-11 and numerous related sections to establish a Tree Ordinance to help preserve and protect the Village’s tree canopy. The proposed amendment was designed to:</p> <ul style="list-style-type: none">• Include a value statement that recognizes the services and functions trees provide as a collective asset to the Morton Grove community.• Establish a Tree Planting Fund.• Clarify public tree removal procedures and enhance tree protection requirements.• Establish landscape and tree preservation plan requirements, and enhance planting requirements.• Prohibit certain invasive plant species and add species diversity requirements.• Regulate the removal of select trees on select properties (with exemptions provided for certain conditions outside the control of the property owner). <p>At the request of Staff, the Appearance Commission reviewed the proposed amendment at a regularly scheduled meeting on October 1, 2024, and voted unanimously (7-0) to recommend approval of the amendment as presented. The Environment & Natural Resource Commission reviewed the proposed amendment at a regularly scheduled meeting on October 7, 2024, and also voted unanimously (7-0) to recommend approval of the amendment with the addition of a value statement to the new Tree Preservation section. If approved by the Village Board of Trustees, Village staff will provide notice of the new tree preservation and protection regulations by Village website updates and mail (via the water bill) and provide direct guidance as needed.</p>
Programs, Dept’s, Groups Affected	Department of Community and Economic Development
Fiscal Impact:	N/A
Source of Funds:	N/A
Workload Impact:	The amendment will be implemented and supervised by staff as part of their normal work activities.
Administrative Recommendation:	Approval as presented
Second Reading:	December 10, 2024
Special Considerations or Requirements:	None

Submitted by – Charles L. Meyer, Village Administrator
Reviewed by – Teresa Hoffman Liston, Corporation Counsel
Reviewed by – Zoe Heidorn, Assistant Village Administrator
Prepared by – Brandon Nolin, Community Development Administrator

ORDINANCE 24-28

APPROVING A TEXT AMENDMENT TO MODIFY AND ESTABLISH REGULATIONS RELATING TO TREE PRESERVATION AND PROTECTION AND ESTABLISH A TREE PLANTING FUND

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

WHEREAS, the Morton Grove Municipal Code (“Village Code”) establishes certain regulations relating to tree preservation on public property and tree protection during construction on public and private property; 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 recognizes the services and function that trees provide as a collective asset to the Morton Grove community and seeks to enhance regulations applying to trees on public and private property to better preserve and protect the urban forest as critical infrastructure; and

WHEREAS, pursuant to Section 12-10-2:E of the Village Code, the Appearance Review Commission is provided the authority to review and make recommendations to the Village Board of Trustees regarding amendments to Title 12, Chapter 11, entitled "Landscaping And Trees"; and

WHEREAS, the Village (“Applicant”), filed a complete Text Amendment Application to the Village’s Appearance Review Commission under Case AC 24-XX (“Application”) requesting approval of a Text Amendment to modify and establish regulations relating to tree preservation and protection; and

WHEREAS, Village staff recommends that the Text Amendment includes modifications to Title 1, Article 9C, entitled “Funds,” Title 7, Chapter 2, entitled “Tree Preservation,” and Title 12, Chapter 11, entitled “Landscaping and Trees” to establish a Tree Planting Fund, clarify public tree removal procedures, enhance tree protection requirements, establish landscape and tree preservation plan requirements, prohibit certain invasive plant species, add species diversity requirements, enhance planting requirements, and regulate the removal of select trees on select properties, with exemptions provided for certain conditions outside the control of the property owner, which were made part of the Application; and

WHEREAS, the Morton Grove Appearance Commission held a public hearing relative to the above referenced case on October 1, 2024, and at said public hearing, all concerned parties were given the opportunity to be present and express their views for consideration by the Plan Commission; and

WHEREAS, as a result of said public hearing, the Appearance Commission considered all the evidence and testimony presented to it, discussed the merits of the Application, and made certain recommendations through a report dated September 24, 2024, a copy of which is attached hereto and made a part hereof and marked as “**Exhibit A**”; and

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

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

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

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

SECTION 2: Title 1, Article 9C, entitled, “Funds,” is hereby amended to include a new Section 1-9C-5, to read as follows:

1-9C-5: TREE PLANTING PROGRAM FUND:

A. Creation, Management and Administration: There is hereby established the Tree Planting Fund, to be held as a separate fund within the Village. The Village, by and through its Village Administrator, shall be responsible for the day-to-day investment and fiscal maintenance and management of the Tree Planting Fund. The day-to-day fiscal maintenance and management shall be undertaken pursuant to the approved investment policies and practices used by the Village for other similarly held funds.

The Board of Trustees shall manage, make recommendations, and from time to time reevaluate the goals for the Tree Planting Fund, the Tree Planting Fund’s operating budget and projected expenditures and revenue; the Tree Planting Fund’s funding and award policies and priorities; the Tree Planting Fund’s program requirements; the Tree Planting Fund’s procedures for disbursing funds; the monitoring of eligible activities funded by the Tree Planting Fund; and the evaluation of Tree Planting Fund activities.

B. Purpose: The purpose of the Tree Planting Fund is to provide financial resources to maintain and enhance the Village’s tree canopy by funding new plantings on public and private property and Village maintenance activities. The Tree Planting Fund may provide financial support for a

variety of eligible activities that promote tree preservation and protection and educate the public on the care and maintenance of trees.

- C. Sources of Revenue: The Tree Planting Fund may be funded from multiple sources including:
1. Private cash donations from individuals and corporations designated for the Tree Planting Fund.
 2. Payments in lieu of providing replacement trees as required by Section 12-11-7:C.
 3. Funds from federal, state, county, and not-for-profit grant programs designated to fund tree plantings and related activities.
 4. Interest from Tree Planting Fund.
 5. Budget appropriations, development fees, and other funds as designated from time to time by the Board of Trustees.
- D. Authorized Use of Funds:
1. Eligible Activity: Each eligible applicant shall demonstrate that the requested eligible activity will advance and support the purpose of the Tree Planting Fund, as set forth in this section.
 2. Eligible Applicants: The Village may make Tree Planting Fund grants available to developers, not-for-profit organizations, homeowners, housing operators, and units of government for eligible activities based on the priorities set forth in this article and on the eligibility guidelines, program requirements, and process established and maintained by the Village Administrator. The Village Administrator may develop and issue eligibility guidelines, program requirements, and application forms for Tree Planting Fund grants. Eligible applicants may apply to the Village Administrator for Tree Planting Fund awards for eligible activities.
 3. Eligible Activities: The following tree-related activities are the types of activities that may receive grants provided through the Tree Planting Fund:
 - a. Planting trees on publicly-owned property.
 - b. Planting trees on privately-owned property where said plantings will provide sufficient public benefit to justify the expenditure of public funds.
 - c. Preserving and maintaining existing trees.
 - d. Educating the public on the importance of trees as critical infrastructure, tree maintenance and care, and tree planting and pruning best practices.
 - e. Technical assistance to the Village in implementing its tree canopy objectives.
 - f. Administrative costs associated with tree-related programs.
 - g. Any other activity that the Board of Trustees determines would address the urban canopy needs of the community.
 4. Review and Approval of Applications: All complete applications for Tree Planting Fund awards shall be submitted to the Village Administrator. For application requests less than the amount set forth in Section 1-8A-2:B.12, the Village Administrator shall make the final decision to approve or deny the application. For application requests equal to or greater than the amount set forth in Section 1-8A-2:B.12, the Board of Trustees shall make the final decision to approve or deny the application. Applications shall be evaluated based on factors including, but not limited to, availability of funds, impact on the tree canopy, financial feasibility, allocation priorities, and extent of need.
 5. Conditions: As a condition to any Tree Planting Fund award for any eligible activity, the eligible applicant shall first, among other applicable requirements as established from time-to-time by the Village Administrator, execute and record such agreements, conditions, and restrictive covenants, or other similar instruments, as shall be required by the Village Administrator. Among other requirements, the conditions may bind the eligible applicant and the property, if applicable, to the requirements of this article and provide that all awards shall be used in strict compliance with the requirements of this article and the conditions of approval.

SECTION 3: Title 7, Chapter 2, Section 6, entitled “Removal of Trees from Public Property,” is hereby amended as follows:

7-2-6: REMOVAL OF TREES FROM PUBLIC PROPERTY:

No person shall, without the express permission of the director of public works remove a tree from public property. The director of public works may impose conditions for the removal of said tree, and ~~may shall~~ require that any tree removed by permit or otherwise be replaced with a tree or trees of substantially equal size and quality or pay replacement and replanting costs in accordance with the Village’s “Tree Technical Manual.” ~~Any person who violates this section shall pay, to the Village of Morton Grove, in addition to any fine imposed, the reasonable costs for the replacement and replanting of a tree or trees of similar size and quality as that removed.~~

SECTION 4: Title 7, Chapter 2, Section 8, entitled “Tree Protection (Excavation and Construction),” is hereby amended as follows:

7-2-8: TREE PROTECTION (EXCAVATION AND CONSTRUCTION)

To the greatest extent reasonably possible, all trees on public property or any tree located on private property within the vicinity of a building activity area shall be protected with a barrier (fencing) of size, material, and specifications made part of the building permit and approved by the building commissioner. All owners, contractors and/or their agents shall follow the conditions, restrictions and regulations in the Village's "Tree Technical Manual" established to prevent injury caused by construction activities, and/or by the encroachment of construction vehicles, materials, and equipment, to prevent injury to all trees on public property and/or any tree located on private property within the vicinity of a building activity area unless the approved site plan provides for the removal or relocation of the tree. The building commissioner or his designee may suspend any building permit or order a stop to any construction activity on a site unless or until the requirements of this section are met.

SECTION 5: A new Title 12, Chapter 11, Section 1, entitled “Definitions,” is hereby inserted to read as follows and current Title 12, Chapter 11, Sections 1 through 5 are hereby reordered to become Title 12, Chapter 11, Sections 2 through 6:

12-11-1: DEFINITIONS:

COVERED PROPERTY: Properties not exempted by Section 12-11-7.

CRITICAL ROOT ZONE: A circular region measured outward from the tree trunk representing the essential area of the roots that must, when possible, be maintained or protected for the tree's survival. The root zone is one foot (1') of radial distance for every inch of tree DBH.

DIAMETER AT BREAST HEIGHT (DBH): Tree trunk diameter measured in inches at the height of four and one-half feet (4 1/2') aboveground.

DISEASED: A severe disease or pest that is known to cause or is causing the death of a tree.

NUISANCE TREE: The following types of trees:

- Any and all species of Elm Trees that are infected with Dutch Elm Disease;
- Any and all species of Ash Trees that are infected with Emerald Ash Borer;
- Any tree, including its limbs, that constitutes an immediate or imminent hazard to persons, property, or the general public.

PROTECTED TREE: Any tree located within or partially within a Covered Property with a diameter at breast height of twelve inches (12") or greater.

TREE TECHNICAL MANUAL: Document maintained by the director of public works that establishes standards and specifications for trees pursuant to Section 7-2-11.

UNDESIRABLE TREE: A tree that is of a species that is:

- Included in the "Chicago Botanic Garden" list of "Invasive Plants in the Chicago Region," as amended;
- Not well established for the climate of the region;
- Likely to have a high mortality rate for the region;
- Likely to become Diseased; or
- Predisposed to structural deficiencies.

SECTION 6: Title 12, Chapter 11, Section 2 (as reordered), entitled "General Provisions," is hereby amended as follows:

12-11-2: GENERAL PROVISIONS:

A. Review Required:

1. The regulations herein apply to all properties designated below where a building permit is required for construction or reconstruction of floor area or exterior modification, including site improvements. The building commissioner may waive the review requirement provided the project is deemed to have an insignificant impact on the appearance of the property:
 - a. Multiple dwelling developments in excess of two (2) units;
 - b. Business and commercial unit developments;
 - c. Industrial units and developments;
 - d. All planned unit developments and special uses;
 - e. 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;
 - f. Municipal and other public facilities and lands;
 - g. Construction, reconstruction, and expansion in floor area fronting on a street of one- and two-family residential dwellings, not including detached accessory structures not in a subdivision but which require a building permit for exterior modification.
2. ~~All landscaping-Landscape~~ and tree preservation 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, ~~except for one- and two-family residential dwellings which require a building permit for exterior modification.~~ For one- and two-family residential dwellings covered under subsection g above, the landscape and tree preservation plan shall be reviewed by the building commissioner and/or his/her designee, and if deemed not to meet the standards of this chapter, will be forwarded to the appearance review commission for their review.
3. Landscape and Tree Preservation Plan Requirements: The requirements of this section shall apply to all landscape and tree preservation plans. However, the building commissioner shall have the authority to waive or modify the technical requirements of the section when in the opinion of the building commissioner the waiver or modification will not adversely impact surrounding properties, will not violate the intent or spirit of this title, and there are special circumstances unique to the property or the development that would create practical difficulties if the technical requirement of this title were imposed.
 - a. Landscape plans shall be prepared by a licensed design professional registered in the State of Illinois, unless for single-family or two-family dwellings, and include:

1. The location and dimensions of all existing and proposed structures, property lines, easements, utilities, parking lots and driveways, roadways and rights-of-way, sidewalks, signs, refuse disposal areas, sidewalks, fences, electrical equipment, recreational facilities, and drainage facilities.
 2. The location, quantity, size and name, both botanical and common, of all proposed plant material including, but not limited to, shade and evergreen trees, shrubs, groundcover, annuals/perennials, and turf.
- b. Tree preservation plans must be prepared by a certified arborist or licensed design professional registered in the State of Illinois, unless for single-family or two-family dwellings, and include:
1. The location, species, DBH and Critical Root Zones of all existing trees on the subject property and adjacent rights-of-way;
 2. Identification of Protected Trees as herein defined, all existing trees to be protected, and existing trees to be removed on the property and adjacent rights-of-way;
 3. The location and type of protective fencing to be placed on the property and adjacent rights-of-way;
 4. The location of Critical Root Zone areas and the types and locations of protection to be provided to minimize damage to tree roots in such areas, such as wood chips and exterior plywood;
 5. A description of other required tree preservation procedures, such as root and crown pruning;
 6. The location, shape, and spatial arrangement of all temporary and permanent driveways, parking areas, and temporary material storage sites and access ways; and
 7. The location of any new utility services, including water, sanitary sewer, storm sewer, gas, electric, telecommunications or any modification to existing utility services, that may impact existing private or public trees.
- B. Landscaping and Trees Required:
1. All sites shall provide landscaped or sodded areas composed of the following minimum percentage requirements:
 - a. Multi-family residential: Fifty percent (50%) of the required front yard.
 - b. Industrial: Fifteen percent (15%) of the total site.
 - c. Commercial: Five percent (5%) of the total site.
 - d. Within Village ~~streetscape improvement corridors and tax increment financing (TIF) districts improvement areas~~: Eight percent (8%) of total site, the majority of which is to be provided along street right of way.
 - e. Residential subdivisions, single-family, and two-family dwellings: For front yards and side yards abutting a street, ~~sodding and~~ foundation plantings are required. Foundation plantings shall be planted in a landscape bed measuring no less than three feet (3') in depth. Plantings shall provide no less than fifty percent (50%) coverage of the landscape bed, shall be installed across no less than fifty percent (50%) of the length of the facade of the building, not including where driveways and walkways are located, and shall be no less than eighteen inches (18") in height at the time of planting. Required foundation plantings may be waived by the building commissioner where such plantings are not feasible.
 2. One (1) tree shall be planted or preserved on private property per required yard abutting a street unless inadequate space is available, as determined by the building commissioner. Every reasonable effort must be made to retain existing trees in all development.
 3. All parking lots shall be landscaped in accordance with section 12-11-3 of this chapter.
 4. Retention or detention ponds and lakes shall be included under the term "landscaped areas".
 5. The placement of trees in public parkways, areas, or rights of way adjacent to private property is required where they do not exist already. Trees shall have a ~~DBH trunk diameter measured six inches (6") above the ground~~, of not less than two and one-half inches (2 1/2"), and shall be spaced not more than forty feet (40') apart. Surface areas shall be sodded or

contain other harmonious and attractive treatments. ~~Within Village streetscape and TIF designated improvement areas, trees shall have a minimum trunk diameter of four inches (4") at six inches (6") above ground level.~~

C. Landscape Design Standards:

1. Landscape elements included in these criteria are all forms of planting and vegetation, ground forms, rock groupings, water patterns and all visible construction, except buildings and utilitarian structures.
2. Where natural or existing topographic patterns contribute to beauty and utility of a development, they shall be preserved and enhanced. Modification to topography will be permitted where it contributes to good appearance and does not adversely affect adjacent properties.
3. Grades of walks, parking spaces, terraces and other paved areas shall provide an inviting and stable appearance for walking, and if seating is provided, for sitting.
4. Landscape treatment shall be provided to enhance architectural features, strengthen vistas and important axis.
5. Unity of design shall be achieved by repetition of certain plant varieties and other materials, and by correlation with adjacent developments.
6. Plant material shall be selected for interest in its structure, texture, color and for its ultimate growth. Plants that are indigenous to the area and others that will be hardy, harmonious to the design, and of good appearance shall be used.
7. In areas where general planting will not prosper, other materials such as fences, walls and pavings of wood, brick, stone, ornamental gravel, and cobbles ~~may shall~~ be used. Carefully selected plants as noted on the following lists shall be combined with such materials where possible. (Ord. 07-07, 3-26-2007)

SECTION 7: Title 12, Chapter 11, Section 3 (as reordered), entitled “Appropriate Species and Planting Requirements,” is hereby amended as follows:

12-11-3: APPROPRIATE SPECIES AND PLANTING REQUIREMENTS:

- A. Species Selection: Plant material must be selected for its form, texture, color, pattern of growth and suitability to local conditions. The use of invasive species is prohibited. Invasive species shall be those included in the "Chicago Botanic Garden" list of "Invasive Plants in the Chicago Region," as amended.
- B. Tree Species Diversity: Diversity among trees is required to reduce the risk of losing a large population of plants due to disease. If there are fewer than four (4) required trees, they may all be the same species. If there are between five (5) and ten (10) required trees, no more than forty (40) percent can be of one species. If there are more than ten (10) required trees, no more than twenty-five (25) percent can be of one species. This standard applies only to trees being planted and not to existing trees.
- C. Street And Parkway Trees: All trees planted on public rights of way shall be species listed in the Street and Parkway Tree List maintained by the Public Works Department. The director of public works has the authority to determine the species of street and parkway trees.

<u>Botanical Name</u>	<u>Common Name</u>
<u>Acer platanoides</u>	<u>Norway maple (in variety)</u>
<u>Acer rubrum</u>	<u>Red maple</u>
<u>Acer saccharum</u>	<u>Sugar maple</u>
<u>Celtis occidentalis</u>	<u>Hackberry</u>
<u>Fraxinus americana</u>	<u>White ash</u>

<i>Fraxinus pennsylvanica lanceolata</i>	Green ash
<i>Ginkgo biloba</i>	Maidenhair tree (male only)
<i>Gleditsia trianthos inermis</i>	Thornless honeylocust
<i>Quercus bicolor</i>	Swamp white oak
<i>Quercus rubra</i>	Red oak
<i>Tilia americana</i>	American linden
<i>Tilia cordata</i>	Little leaf linden
<i>Tilia euchlora Redmond</i>	Redmond linden

- D. Required Trees on Private Property: Required trees planted on private property pursuant to Section 12-11-7 may not be of species listed in the Restricted Tree List maintained by the Public Works Department.

Interior Parking Lot Trees:

<u>Botanical Name</u>	<u>Common Name</u>
<i>Acer ginnala</i>	Amur maple
<i>Acer platanoides</i>	Norway maple (in variety)
<i>Acer rubrum</i>	Red maple
<i>Acer saccharum</i>	Sugar maple
<i>Alnus glutinosa</i>	European alder
<i>Amelanchier canadensis</i>	Serviceberry
<i>Betula nigra</i>	River birch
<i>Celtis occidentalis</i>	Hackberry
<i>Cercis canadensis</i>	Redbud
<i>Fraxinus americana</i>	White ash
<i>Fraxinus pennsylvanica lanceolata</i>	Green ash
<i>Ginkgo biloba</i>	Maidenhair tree (male only)
<i>Gleditsia trianthos inermis</i>	Thornless honeylocust
<i>Malus (in variety)</i>	Flowering crab apple
<i>Pyrus calleryana</i>	Bradford pear
<i>Quercus bicolor</i>	Swamp white oak
<i>Quercus macrocarpa</i>	Burr oak
<i>Quercus rubra</i>	Red oak
<i>Syringa reticulata</i>	Japanese tree lilac
<i>Tilia americana</i>	Americana linden
<i>Tilia cordata</i>	Little leaf linden
<i>Tilia euchlora Redmond</i>	Redmond linden

- E. Tree Size:

1. All shade trees to be planted shall have a minimum ~~DBH trunk diameter~~ of two and one-half inches (2-1/2") ~~at six inches (6") from above ground level with a minimum height of twelve feet (12'). Height may be varied, depending upon tree species.~~
 2. Ornamental trees shall have a minimum height of six feet (6') or ~~DBH trunk diameter~~ of two inches (2").
 3. Evergreen trees shall have a minimum height of five feet (5').
- F. Shrubs: All shrubs to be planted shall be of minimum ~~specified~~ height of twenty-four inches (24") unless otherwise required by this Chapter, and width as indicated below with a minimum of five (5) cones per plant. Evergreen shrubs shall be of size specified.

Botanical Name	Common Name	Height	Width	Spacing-On Center
Aronia brilliantissima	Red chokeberry	2'	2-1/2"	3'
Aronia melanocarpa	Black chokeberry	2'	2-1/2"	3'
Berberis thunbergii	Green barberry	18"	18"	2'
Berberis thunbergii atropurpurea	Red leaf barberry	18"	18"	2'
Chaenomeles japonica	Flowering quince	2'	2-1/2'	2'
Cornus beileyi	Red dogwood	4'	3'	3'
Cornus lutes	Yellow dogwood	4'	3'	3'
Cornus sericea kelseyi	Kelsey dogwood	15"	18"	3'
Cotoneaster acutifolius	Peking cotoneaster	3'	2'	2'
Cotoneaster apiculata	Cranberry cotoneaster	12"	18"	3'
Cotoneaster divaricata	Spreading cotoneaster	3'	3'	3'
Deutzia gracilis rosea	Slender deutzia	15"	18"	2'
Euonymus alatus	Burning bush	3'	2'	4'
Euonymus alatus compactus	Dwarf burning bush	2-1/2'	2-1/2'	3'
Forsythia Arnold dwarf	Arnold dwarf forsythia	2-1/2'	2-1/2'	3'
Forsythia bronzensis	Bronx dwarf forsythia	15"	15"	3'
Forsythia spring glory	Spring glory forsythia	4'	3'	3'
Hydrangea arborescens grandiflora Annabelle	Annabelle hydrangea	18"	18"	3'
Juniperus horizontalis	Andorra juniper	12"	2'	3'
Juniperus pfitzer	Pfitzer juniper	2'	2'	3'
Ligustrum amurense	Amur River privet	4'	2'	2'
Ligustrum regelianum	Regel's privet	2'	2'	3'
Ligustrum vulgare Cheyenne	Cheyenne privet	4'	2'	2'
Lonicera xylosteum claveyi	Claveyi honeysuckle	18"	18"	3'
Philadelphus coronarius	Sweet mockorange	4'	3'	3'
Potentilla jaekmani	Jaekmani potentilla	18"	18"	3'
Rhamnus frangula columnaris	Tall hedge buckthorn	4'	2'	2'
Rhus aromatica	Fragrant sumac	18"	18"	3'
Rhus glabra	Smooth sumac	15"	15"	3'
Rhus typhina	Staghorn sumac	15"	15"	3'
Ribes alpinum	Alpine current	18"	18"	2'
Spiraea bumalda Anthony waterer	Spiraea Anthony waterer	18"	18"	2'

<i>Spirea bumalda-froebeli</i>	Froebel-spirea	18"	18"	2'
<i>Spirea bumalda-goldflame</i>	Gold-flame-spirea	18"	18"	2'
<i>Syringa chinensis</i>	Chinese-lilae	4'	3'	3'
<i>Syringa patula-Miss-Kim</i>	Miss-Kim-dwarf-lilae	2'	2'	3'
<i>Taxus cuspidata</i>	Spreading-yew	18"	18"	3'
<i>Taxus media</i>	Intermediate-yew	18"	18"	3'
<i>Thuja occidentalis-woodwardii</i>	Globe-arborvitae	18"	18"	3'
<i>Viburnum dentatum</i>	Arrow-wood	4'	3'	3'
<i>Viburnum-lantana</i>	Wayfaring-tree	4'	3'	3'
<i>Viburnum-opulus</i>	European-highbush	4'	3'	3'
<i>Viburnum-opulus-compacta</i>	Compact-euro-highbush	18"	2'	3'
<i>Viburnum-trilobum</i>	American-cranberry	4'	3'	3'
<i>Viburnum-trilobum-compacta</i>	Compact-amer-cranberry	18"	2'	3'
<i>Weigela-vanecceki</i>	Red-weigela	4'	3'	3'

~~Prohibited Trees And Shrubs: Any tree or shrub which is known to be a fast growing, brittle wood species, or is known to be subject to attack by insects or susceptible to disease is specifically prohibited. This includes, but is not limited to:—~~

~~Boxelder Chinese-elm Cottonwood Poplar Silver maple Willow~~

G. Planting Requirements:

1. All trees shall be furnished balled and burlapped.
2. All shrubs shall be furnished balled and burlapped, or potted.
- ~~3. All tree plantings shall consist of a mixture of species to promote healthy development and long life.~~
4. With the exception of single-family residences, all landscaped areas shall be provided with an underground irrigation system or readily available water supply with at least one outlet within one hundred fifty feet (150') of the plant material or an alternate method to be approved by the appearance review commission.
5. All landscaping shall be installed according to accepted commercial planting procedures.
6. All plantings shall meet or exceed standards contained in "American Standard For Nursery Stock" (ANSI Z60.1 - 1973) as amended.
7. For all privately owned property, landscaping exceeding two feet (2') in height shall not be located within a 45-degree 10-foot by 10-foot sight line triangle at any point where a vehicular access way intersects a driveway, alley, sidewalk, or other vehicular or pedestrian access way. Where a driveway intersects an alley, the dimensions of the 45-degree sight line triangle shall be determined by the distance between the garage and alley, to a maximum of 10 feet. If no garage exists, the 10- foot by 10-foot sight line triangle shall apply.

SECTION 8: Title 12, Chapter 11, Section 4 (as reordered), entitled “Parking Lot Landscaping Requirements,” is hereby amended as follows:

12-11-4: PARKING LOT LANDSCAPING REQUIREMENTS:

- A. General Requirements: All paved ground surface areas that require landscaping shall meet or exceed the following general landscaping requirements:

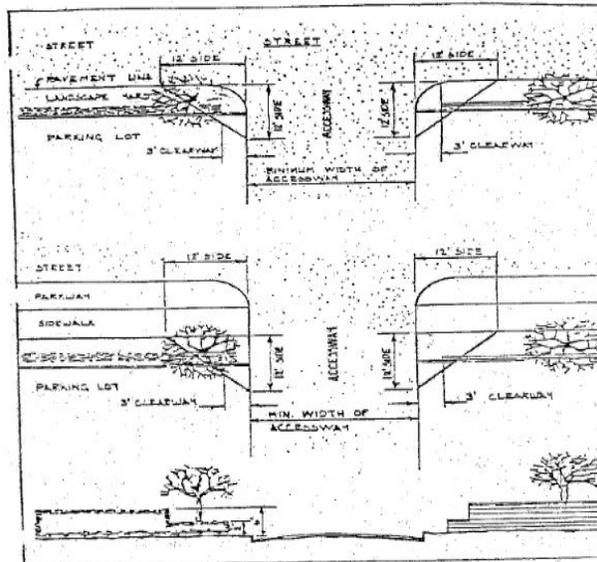
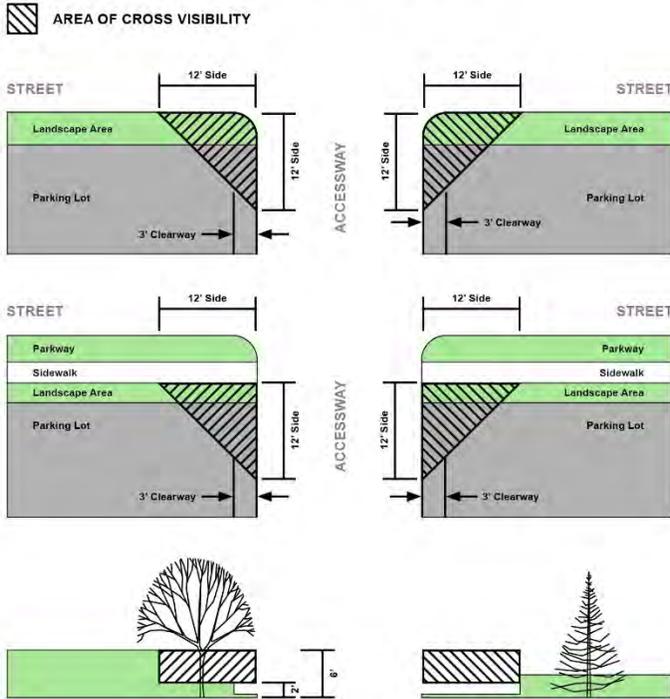
1. Installation: All vehicle parking lots shall be constructed with continuous concrete curbing. Placement of parking curbing shall allow for auto overhangs and sufficient space for interior planting and required perimeter planting areas.
 2. Planting: ~~All planting shall meet or exceed standards contained in "American Standard For Nursery Stock" (ANSI Z60.1—1973). Trees shall have a minimum height of seven feet (7') and a minimum trunk diameter of two and one half inches (2-1/2") measured one foot (1') above grade level immediately after planting. Trees newly planted shall be supported by three (3) shielded guywires to ground or two (2) shielded guywires attached to two (2) stakes five feet (5') tall.~~ Planting areas shall be water permeable areas of not less than thirty-six (36) square feet and a minimum radius of three feet (3') measured in the direction of possible vehicle encroachment from the center of the tree trunk to the near edge of the landscaped area.
 3. Maintenance: All landscaping and trees provided on site and between the property line and the continuous curbing adjacent to street frontages shall be maintained by the property owner in accordance with the standards set forth in section 12-11-67 of this chapter.
- B. Specific Requirements: All paved ground surface areas shall meet the following specific landscaping requirements which shall be considered complementary to the landscaping provisions of any Village of Morton Grove ordinance or resolution.
1. Required Landscaping Adjacent To Public Right Of Way:
 1. Where paved ground surface areas are located adjacent to ~~sidewalks or~~ public streets or sidewalks, landscaping shall be provided between the public street or sidewalk and the paved ground surface area. Said landscaping shall include a landscaped yard at least five feet (5') in width containing a year round dense opaque screen of landscaping three feet (3') in height, or an earth berm at least three feet (3') in height with a maximum slope of three to one (3:1). Screening along public roads shall be maintained at height of three feet (3').
 2. Where paved ground surface areas are located adjacent to public alleys:
 1. Landscaping adjacent to public ~~alleys rights of way~~ shall not be required where all the parking spaces are screened from public streets by buildings, affront the alley, and are within thirty feet (30') of the screening building.
 2. For all paved ground surface areas adjacent to alleys not screened by buildings, screening shall be required at five feet (5') in height. Said screen may be comprised of any type of screen listed in section 12-11-4, "Screening", of this chapter. Landscaping ~~shall may~~ be at least ~~three two~~ feet (3 2) in height at the time of planting, but must grow to, and be maintained at, five feet (5'). All screens shall be erected a minimum of one foot (1') within the side or rear lot line adjacent to the off street parking and/or loading areas. If space becomes a problem, the screening may be installed on the opposite side of the alley with permission of the affected property owner(s). If the required screening is other than landscaping, the one foot (1') area between the property line and the required screening shall be covered with an impervious surface.
 3. Where access to an alley is provided from an off street parking and/or loading area, the height of the required screening on either side of the accessway shall be thirty inches (30") for a minimum of fifteen feet (15') to provide adequate sight clearance and the width of the interruption in the required screening for the provision of access shall be equal to the width of the drive aisle as required.
 2. Required Landscaping Adjacent To Other Properties: Where paved ground surface areas are adjacent to surrounding properties, landscaping shall be installed to screen paved ground surface area from adjacent properties as provided below. Landscaping is not required if the paved ground surface area is completely screened from surrounding properties by intervening buildings or structures.

1. Where paved ground surface areas are adjacent to properties zoned exclusively for residential land uses, all land between the paved ground surface area and the property line, except accessways, shall be landscaped. Said landscaping shall include a buffer yard at least five feet (5') in width, containing either berm, hedge, maintenance free barrier or combination of the above at least five feet (5') in height, but not more than six feet (6') in height. Where hedge of living plant material is used for a barrier, it shall be thirty inches (30") in height at time of planting and shall attain opacity within twelve (12) months under normal growing conditions. A minimum of one tree shall be planted for each forty (40) linear feet of common lot line or fraction thereof.
 2. Where the adjacent property is zoned for nonresidential land uses or where the adjacent property contains a conforming hedge or wall, a minimum of one tree shall be planted for each ~~forty (40) eighty (80)~~ linear feet of common lot line or fraction thereof. Said tree(s) shall be installed in the buffer area adjacent to each of the adjoining properties.
3. Internal Landscaping Regulations:
1. Parking lots two thousand (2,000) square feet or less are not required to provide interior landscaping.
 2. All planting islands for parking lots shall be a minimum of forty (40) square feet.
 3. All parking areas more than two thousand (2,000) square feet shall have internal landscaping to channelize and define logical areas for pedestrians and vehicular circulation and to provide areas for accumulation of snow. All interior landscaping shall be protected from vehicular encroachment by curbing, wheel stops or guardrail and should be raised above the grade of the parking spaces. Required internal landscaping is as follows:
 1. Parking areas two thousand (2,000) to twenty thousand (20,000) square feet: A minimum of five percent (5%) of the paved area of the parking lot not including buffer landscape areas developed around the parking lot.
 2. Parking areas larger than twenty thousand (20,000) square feet: A minimum of seven percent (7%) of the paved area of the parking lot not including buffer landscape areas developed around the parking lot. Where practical, each separate landscaped area shall contain at least one tree, and a tree shall be planted for each one hundred (100) square feet of interior landscaping. For double-row landscape islands, two (2) trees shall be required. Landscaping dividing strips with or without walkways shall be used to subdivide parking areas into parking bays. Each parking bay shall have a maximum of twenty (20) spaces in an uninterrupted row.
 4. Other paved ground surface areas exceeding five thousand (5,000) square feet such as playgrounds, courtyards, etc., shall have two (2) square feet of interior landscaping for each one hundred (100) square feet of paving. Each separate landscaped area shall contain at least one tree, and a tree shall be planted for each one hundred (100) square feet of interior landscaping.
 5. Mixed usage of areas where a paved ground surface area is used for several functions, such as a parking lot and a playground or playing field, etc.: The landscaping requirements for parking lots will be applied to the amount of surface area used for automobile parking, even if it is used for recreation as well. Landscaping requirements for open space and recreational use will be applied to any surface area used for recreation and not parking.
- C. Sight Distances For Landscaping Adjacent To Accessways:
1. Intersection Visibility: Where an accessway intersects a public right of way, or a public right of way intersects another public right of way, landscaping shall be used to define the intersection; provided, however, all landscaping within the areas of cross visibility as described below (subsection C2 of this section) shall be maintained at a level between two

(2) and six feet (6') from grade. Trees shall have limbs and foliage trimmed in such a manner that no limbs or foliage extend into the cross visibility, provided they are so located so as not to create a traffic hazard. Landscaping, except grass and ground cover, shall not be located closer than three feet (3') from the edge of any accessway pavement.

- Area Of Cross Visibility: The property located at the intersection of an accessway and a public road or sidewalk forms a triangle with sides twelve feet (12') along the accessway and twelve feet (12') along the public road or sidewalk. This area is measured from a point in line with the smallest width of the accessway and the public road pavement line or the public sidewalk pavement line nearest the parking lot. The third side of the triangle is formed by connecting the ends of two (2) 12-foot sides.

SIGHT DISTANCE FOR CROSS VISIBILITY



[REMOVE GRAPHIC]

~~*SIGHT DISTANCE FOR CROSS VISIBILITY*~~

- D. Existing Developed Areas: All property with existing paved ground surface areas on the effective date of this title shall not be required to conform to provisions of this chapter unless exterior reconstruction, exterior expansion or exterior improvements on the property requiring a building permit are undertaken.
1. No structure shall be required to be altered or moved, except during reconstruction, to meet the provisions of this chapter.
 2. When reconstructing, no existing parking area twenty thousand (20,000) square feet or less shall be required to lose more than one out of twenty (20) parking spaces or three percent (3%) of the parking areas, whichever is greater.
 3. No parking area greater than twenty thousand (20,000) square feet shall be required to lose for landscaping purposes more than one and one-half (1 1/2) out of twenty (20) parking spaces or five percent (5%) of the parking area, whichever is greater.
 - ~~a. It shall be necessary to provide fencing and/or a masonry wall along all public rights of way to be approved by the appearance review commission.~~
 - 4b. It shall not be necessary for any parking area to be reduced below the minimum standards set forth in any other Village of Morton Grove ordinance in order to meet the provisions of this section.

SECTION 9: Title 12, Chapter 11, Section 6 (as reordered), entitled “Tree Preservation,” is hereby amended to read as follows:

The Village recognizes the services and functions that trees provide as a collective asset to the Morton Grove community and seeks to enhance regulations applying to trees on public and private property to better preserve and protect the urban forest as critical infrastructure. The preservation and utilization of a property's natural trees and shrubbery are hereby encouraged. All trees which are to be preserved shall comply with title 7, chapter 2, "Tree Preservation", of this code.

SECTION 10: A new Title 12, Chapter 11, Section 7, entitled “Trees on Private Property,” is hereby inserted to read as follows and the current Title 12, Chapter 11, Section 6 is hereby reordered to become Title 12, Chapter 11, Section 8:

12-11-7: TREES ON PRIVATE PROPERTY:

- A. Exempt Properties. The requirements of this section shall not apply to municipal and other public facilities and lands and zoning lots in the R-1 Single Family Residence, R-2 Single Family Residence, or R-3 General Residence Districts with an existing single-family or two-family home having less than 21,780 square feet (0.5 acres) of land area unless controlled by or to be controlled by a planned unit development, special use permit, or subdivision ordinance within twenty-four (24) months. Properties not exempted by this section shall hereinafter be referred to as “Covered Property.”
- B. Permit Required. A tree removal permit is required for the removal of any tree located within or partially within a Covered Property with a diameter at breast height of twelve inches (12”) or greater, hereinafter referred to as a “Protected Tree.”
- C. Protected Tree Replacement.

Unless otherwise provided by this section, tree replacement or a fee-in-lieu shall be required for the removal as follows:

<u>Replacement Tree(s)</u>	<u>1 (one) Replacement Tree per Protected Tree(s) being removed must be planted on a privately owned property</u>
<u>Fee-In-Lieu</u>	<u>Fee per Protected Tree(s) as provided for in Section 1-11-4.</u>

- a. Replacement and fee-in-lieu requirements shall not apply to the removal of a Protected Tree if one of the following conditions is met, adequate documents verifying the condition are provided by the owner to the Village, and the condition is verified in writing by the building commissioner:
 - i. Nuisance trees
 - ii. Diseased or poor condition trees
 - iii. Undesirable trees
 - iv. Utility work
 - v. Emergencies
 - vi. Demonstrated hardship subject to approval of the Village Administrator
- b. Replacement trees shall have a minimum diameter at breast height of two and one-half inches (2 1/2") for shade trees and six feet (6') in height for evergreen trees.
- D. Replacement trees shall be planted prior to (i) close-out of the site development or building permit, (ii) issuance of any certificate of occupancy, or (iii) within twelve (12) months of permit issuance, whichever is earlier. The required fee-in-lieu will be collected as part of the permit fee and held in escrow for up to twelve (12) months. If the required plantings have not occurred by that time, the fee-in-lieu will be retained and deposited to the Tree Planting Fund.
- c. Replacement trees shall be maintained in good condition for a minimum of five (5) years from the date of planting. If the tree is removed for any reason except utility work, safety hazard, emergency, or demonstrated hardship within five (5) years after planting, it must be replaced with a qualifying replacement tree in the same location or at an approved alternative location within six (6) months from the date of removal.
- E. Penalties. Any person violating any of the provisions of this chapter shall be fined in accordance with title 1, chapter 4 of this code. Each day that a violation is permitted to exist shall constitute a separate offense. Additionally, the requirements for tree replacement and fee-in-lieu payment shall double for the removal of each Protected Tree without a tree removal permit.

SECTION 11: Title 12, Chapter 11, Section 8 (as reordered), entitled "Maintenance," is hereby amended to read as follows:

12-11-8: MAINTENANCE:

- A. The owner of a property shall be responsible for the maintenance of all landscaping and trees in good condition so as to present a neat, healthy and orderly appearance, free of refuse and debris, so it conforms to standards established within this code and any approved landscape plan and tree preservation plan for the property. This includes, but is not limited to, maintaining the landscaping and trees at the appropriate height and the replacement of dead or damaged plants and trees. Necessary replacement shall be made within the time period not to exceed one hundred twenty (120) days after notification by the Village of Morton Grove of a violation of this chapter.
- B. All planting areas shall be kept free of weeds or plant growth that are noxious, detrimental to the public health or are unsightly. This shall include planting areas within the property and within rights of way.

SECTION 12: Title 1, Chapter 11, Section 4 entitled “FEES FOR SPECIFIC PERMITS, LICENSES, CERTIFICATES, AND SERVICES” of the Municipal Code of the Village of Morton Grove is hereby amended as follows:

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

A. A row pertaining Title 12, Chapter 11, Section 7C (as reordered) has been added to the fee schedule as follows:

<u>12-11-7C</u>	<u>Protected Tree Removal Fee</u>	<u>\$300.00</u>	<u>Each</u>
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SECTION 13: 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 14: 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 15: This ordinance shall be effective from and after its adoption, approval, and publication as provided by law.

PASSED this ____ day of _____ 2024.

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

ATTESTED by me this ____ day of _____ 2024.

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

ATTESTED and FILED in my office this _____ day of _____ 2024.

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

EXHIBIT A

Appearance Commission Report for AC 24-XX

Dated _____

To: Chairperson Pietron and Members of the Appearance Commission

From: Brandon Nolin, AICP, Community Development Administrator
Anne Ryder Kirchner, Planner/Zoning Administrator

Date: September 24, 2024

Re: Appearance Commission Case AC 24-13
The Village of Morton Grove Environment & Natural Resources Commission requests approval of a Text Amendment to Sections 1-9C-5, 1-11-4, 7-2-6, 7-2-8, 7-11-1 through 4, 12-11-8, and creation of a new Section 12-11-7, to modify and establish regulations relating to tree preservation and protection and to establish a tree planting fund.

STAFF REPORT

Introduction

The Village of Morton Grove (“applicant”) is proposing amendments to Chapter 12-11 and numerous related sections to establish a Tree Ordinance to help preserve and protect the Village’s tree canopy. Staff is seeking the Appearance Commission’s review and recommendation of approval of the proposed amendment prior to consideration by the Village Board of Trustees. The proposed amendment has been provided in **Attachment A** with proposed additions in red text and deletions are ~~red-strikethrough-text~~.

The revisions establish a Tree Planting Fund, clarify public tree removal procedures, enhance tree protection requirements, establish landscape and tree preservation plan requirements, prohibit certain invasive plant species, add species diversity requirements, enhance planting requirements, and regulate the removal of select trees on select properties (with exemptions provided for certain conditions outside the control of the property owner). The following summarizes the purpose of each section of the Tree Ordinance in general terms.

1-9C-5: TREE PLANTING PROGRAM FUND

- Establishes a Tree Planting Fund including numerous sources of revenue and eligible uses.

7-2-6: REMOVAL OF TREES FROM PUBLIC PROPERTY

- Replaces language related to fines and penalties with a reference to fines established in the new Tree Ordinance and the “Tree Technical Manual” which is maintained outside of this ordinance.

7-2-8: TREE PROTECTION (EXCAVATION AND CONSTRUCTION)

- Ensures that tree protection and preservation plans are made part of building permit process

12-11-1: DEFINITIONS

- Establishes a variety of terms referenced in the Tree Ordinance that are not otherwise defined in the Village Code.

12-11-2: GENERAL PROVISIONS

- Establishes that construction or reconstruction of floor area or exterior modification, including site improvements, trigger compliance with landscape and tree preservation plan requirements.
- Requires that landscape plans and tree preservation plans must be prepared by licensed design professionals.
- Establishes requirements for foundation plantings not previously provided for in Village Code.
- Requires tree planting or preservation on yards abutting streets.

12-11-3: APPROPRIATE SPECIES AND PLANTING REQUIREMENTS

- Establishes guidelines for tree species diversity
- Provides an outside reference to species lists maintained outside of the Village Code.
- Revised tree size standards at planting to utilize diameter at breast height measurements.
- Establishes sight line triangle standard for vehicular intersections.

12-11-4: PARKING LOT LANDSCAPING REQUIREMENTS

- Increases the frequency of tree plantings required for property lines to forty (40) feet.
- Establishes an explicit requirement of two (2) trees per double-row landscape island.
- Replaces a graphic defining sight line triangles with a similar graphic that is easier to read.
- Removed an outdated standard requiring fencing or masonry walls along public rights of way that conflicts with other fence location standards.

12-11-7: TREES ON PRIVATE PROPERTY

- Establishes exemptions from the Tree Ordinance for R-1, R-2, and R-3 residential zoning lots less than a half-acre.
- Establishes the parameters for tree replacement and penalties for violations to the Tree Ordinance.

12-11-8: MAINTENANCE

- Ensures that landscape plans and tree preservation plans are included in site maintenance requirements.

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

- Establishes a fee of \$300 for the removal of a protected tree

Recommendation

If the Appearance Commission makes a motion to approve Case AC 24-13, staff recommends the following motion:

Motion to approve Case AC 24-13, a request by the Village of Morton Grove Environment & Natural Resources Commission for approval of a Text Amendment to Sections 1-9C-5, 1-11-4, 7-2-6, 7-2-8, 7-11-1 through 4, 12-11-8, and creation of a new Section 12-11-7, to modify and establish regulations relating to tree preservation and protection and to establish a tree planting fund, as presented in the staff report for Case AC 24-13 dated September 24, 2024 [or as modified by recommendation of the Appearance Commission].

Attached A
Draft Tree Ordinance

ORDINANCE 24-XX

APPROVING A TEXT AMENDMENT TO MODIFY AND ESTABLISH REGULATIONS RELATING TO TREE PRESERVATION AND PROTECTION AND ESTABLISH A TREE PLANTING FUND

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

WHEREAS, the Morton Grove Municipal Code (“Village Code”) establishes certain regulations relating to tree preservation on public property and tree protection during construction on public and private property; 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 recognizes the services and function that trees provide as a collective asset to the Morton Grove community and seeks to enhance regulations applying to trees on public and private property to better preserve and protect the urban forest as critical infrastructure; and

WHEREAS, pursuant to Section 12-10-2:E of the Village Code, the Appearance Review Commission is provided the authority to review and make recommendations to the Village Board of Trustees regarding amendments to Title 12, Chapter 11, entitled "Landscaping And Trees"; and

WHEREAS, the Village (“Applicant”), filed a complete Text Amendment Application to the Village’s Appearance Review Commission under Case AC 24-XX (“Application”) requesting approval of a Text Amendment to modify and establish regulations relating to tree preservation and protection; and

WHEREAS, Village staff recommends that the Text Amendment includes modifications to Title 1, Article 9C, entitled “Funds,” Title 7, Chapter 2, entitled “Tree Preservation,” and Title 12, Chapter 11, entitled “Landscaping and Trees” to establish a Tree Planting Fund, clarify public tree removal procedures, enhance tree protection requirements, establish landscape and tree preservation plan requirements, prohibit certain invasive plant species, add species diversity requirements, enhance planting requirements, and regulate the removal of select trees on select properties, with exemptions provided for certain conditions outside the control of the property owner, which were made part of the Application; and

WHEREAS, the Morton Grove Appearance Commission held a public hearing relative to the above referenced case on _____, 2024, and at said public hearing, all concerned parties were given the opportunity to be present and express their views for consideration by the Plan Commission; and

WHEREAS, as a result of said public hearing, the Appearance Commission considered all the evidence and testimony presented to it, discussed the merits of the Application, and made certain recommendations through a report dated _____, 2024, a copy of which is attached hereto and made a part hereof and marked as “**Exhibit A**”; and

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

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

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

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

SECTION 2: SECTION 2: Title 1, Article 9C, entitled, “Funds,” is hereby amended to include a new Section 1-9C-5, to read as follows:

1-9C-5: TREE PLANTING PROGRAM FUND:

A. Creation, Management and Administration: There is hereby established the Tree Planting Fund, to be held as a separate fund within the Village. The Village, by and through its Village Administrator, shall be responsible for the day-to-day investment and fiscal maintenance and management of the Tree Planting Fund. The day-to-day fiscal maintenance and management shall be undertaken pursuant to the approved investment policies and practices used by the Village for other similarly held funds.

The Board of Trustees shall manage, make recommendations, and from time to time reevaluate the goals for the Tree Planting Fund, the Tree Planting Fund’s operating budget and projected expenditures and revenue; the Tree Planting Fund’s funding and award policies and priorities; the Tree Planting Fund’s program requirements; the Tree Planting Fund’s procedures for disbursing funds; the monitoring of eligible activities funded by the Tree Planting Fund; and the evaluation of Tree Planting Fund activities.

B. Purpose: The purpose of the Tree Planting Fund is to provide financial resources to maintain and enhance the Village’s tree canopy by funding new plantings on public and private property and Village maintenance activities. The Tree Planting Fund may provide financial support for a variety

of eligible activities that promote tree preservation and protection and educate the public on the care and maintenance of trees.

- C. Sources of Revenue: The Tree Planting Fund may be funded from multiple sources including:
1. Private cash donations from individuals and corporations designated for the Tree Planting Fund.
 2. Payments in lieu of providing replacement trees as required by Section 12-11-7:C.
 3. Funds from federal, state, county, and not-for-profit grant programs designated to fund tree plantings and related activities.
 4. Interest from Tree Planting Fund.
 5. Budget appropriations, development fees, and other funds as designated from time to time by the Board of Trustees.
- D. Authorized Use of Funds:
1. Eligible Activity: Each eligible applicant shall demonstrate that the requested eligible activity will advance and support the purpose of the Tree Planting Fund, as set forth in this section.
 2. Eligible Applicants: The Village may make Tree Planting Fund grants available to developers, not-for-profit organizations, homeowners, housing operators, and units of government for eligible activities based on the priorities set forth in this article and on the eligibility guidelines, program requirements, and process established and maintained by the Village Administrator. The Village Administrator may develop and issue eligibility guidelines, program requirements, and application forms for Tree Planting Fund grants. Eligible applicants may apply to the Village Administrator for Tree Planting Fund awards for eligible activities.
 3. Eligible Activities: The following tree-related activities are the types of activities that may receive grants provided through the Tree Planting Fund:
 - a. Planting trees on publicly-owned property.
 - b. Planting trees on privately-owned property where said plantings will provide sufficient public benefit to justify the expenditure of public funds.
 - c. Preserving and maintaining existing trees.
 - d. Educating the public on the importance of trees as critical infrastructure, tree maintenance and care, and tree planting and pruning best practices.
 - e. Technical assistance to the Village in implementing its tree canopy objectives.
 - f. Administrative costs associated with tree-related programs.
 - g. Any other activity that the Board of Trustees determines would address the urban canopy needs of the community.
 4. Review and Approval of Applications: All complete applications for Tree Planting Fund awards shall be submitted to the Village Administrator. For application requests less than the amount set forth in Section 1-8A-2:B.12, the Village Administrator shall make the final decision to approve or deny the application. For application requests equal to or greater than the amount set forth in Section 1-8A-2:B.12, the Board of Trustees shall make the final decision to approve or deny the application. Applications shall be evaluated based on factors including, but not limited to, availability of funds, impact on the tree canopy, financial feasibility, allocation priorities, and extent of need.
 5. Conditions: As a condition to any Tree Planting Fund award for any eligible activity, the eligible applicant shall first, among other applicable requirements as established from time-to-time by the Village Administrator, execute and record such agreements, conditions, and restrictive covenants, or other similar instruments, as shall be required by the Village Administrator. Among other requirements, the conditions may bind the eligible applicant and the property, if applicable, to the requirements of this article and provide that all awards shall be used in strict compliance with the requirements of this article and the conditions of approval.

SECTION 3: Title 7, Chapter 2, Section 6, entitled “Removal of Trees from Public Property,” is hereby amended as follows:

7-2-6: REMOVAL OF TREES FROM PUBLIC PROPERTY:

No person shall, without the express permission of the director of public works remove a tree from public property. The director of public works may impose conditions for the removal of said tree, and ~~may shall~~ require that any tree removed by permit or otherwise be replaced with a tree or trees of substantially equal size and quality or pay replacement and replanting costs in accordance with the Village’s “Tree Technical Manual.” ~~Any person who violates this section shall pay, to the Village of Morton Grove, in addition to any fine imposed, the reasonable costs for the replacement and replanting of a tree or trees of similar size and quality as that removed.~~

SECTION 4: Title 7, Chapter 2, Section 8, entitled “Tree Protection (Excavation and Construction),” is hereby amended as follows:

7-2-8: TREE PROTECTION (EXCAVATION AND CONSTRUCTION)

To the greatest extent reasonably possible, all trees on public property or any tree located on private property within the vicinity of a building activity area shall be protected with a barrier (fencing) of size, material, and specifications made part of the building permit and approved by the building commissioner. All owners, contractors and/or their agents shall follow the conditions, restrictions and regulations in the Village's "Tree Technical Manual" established to prevent injury caused by construction activities, and/or by the encroachment of construction vehicles, materials, and equipment, to prevent injury to all trees on public property and/or any tree located on private property within the vicinity of a building activity area unless the approved site plan provides for the removal or relocation of the tree. The building commissioner or his designee may suspend any building permit or order a stop to any construction activity on a site unless or until the requirements of this section are met.

SECTION 5: A new Title 12, Chapter 11, Section 1, entitled “Definitions,” is hereby inserted to read as follows and current Title 12, Chapter 11, Sections 1 through 6 are hereby reordered to become Title 12, Chapter 11, Sections 2 through 7:

12-11-1: DEFINITIONS:

COVERED PROPERTY: Properties not exempted by Section 12-11-7.

CRITICAL ROOT ZONE: A circular region measured outward from the tree trunk representing the essential area of the roots that must, when possible, be maintained or protected for the tree's survival. The root zone is one foot (1') of radial distance for every inch of tree DBH.

DIAMETER AT BREAST HEIGHT (DBH): Tree trunk diameter measured in inches at the height of four and one-half feet (4 1/2') aboveground.

DISEASED: A severe disease or pest that is known to cause or is causing the death of a tree.

NUISANCE TREE: The following types of trees:

- Any and all species of Elm Trees that are infected with Dutch Elm Disease;
- Any and all species of Ash Trees that are infected with Emerald Ash Borer;
- Any tree, including its limbs, that constitutes an immediate or imminent hazard to persons, property, or the general public.

PROTECTED TREE: Any tree located within or partially within a Covered Property with a diameter at breast height of twelve inches (12") or greater.

TREE TECHNICAL MANUAL: Document maintained by the director of public works that establishes standards and specifications for trees pursuant to Section 7-2-11.

UNDESIRABLE TREE: A tree that is of a species that is:

- Included in the "Chicago Botanic Garden" list of "Invasive Plants in the Chicago Region," as amended;
- Not well established for the climate of the region;
- Likely to have a high mortality rate for the region;
- Likely to become Diseased; or
- Predisposed to structural deficiencies.

SECTION 6: Title 12, Chapter 11, Section 2 (as reordered), entitled "General Provisions," is hereby amended as follows:

12-11-2: GENERAL PROVISIONS:

A. Review Required:

1. The regulations herein apply to all properties designated below where a building permit is required for construction or reconstruction of floor area or exterior modification, including site improvements. The building commissioner may waive the review requirement provided the project is deemed to have an insignificant impact on the appearance of the property:
 - a. Multiple dwelling developments in excess of two (2) units;
 - b. Business and commercial unit developments;
 - c. Industrial units and developments;
 - d. All planned unit developments and special uses;
 - e. 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;
 - f. Municipal and other public facilities and lands;
 - g. Construction, reconstruction, and expansion in floor area fronting on a street of one- and two-family residential dwellings, not including detached accessory structures not in a subdivision but which require a building permit for exterior modification.
2. ~~All landscaping Landscape~~ and tree preservation 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, ~~except for one- and two-family residential dwellings which require a building permit for exterior modification.~~ For one- and two-family residential dwellings covered under subsection g above, the landscape and tree preservation plan shall be reviewed by the building commissioner ~~and~~ or his/her designee, and if deemed not to meet the standards of this chapter, will be forwarded to the appearance review commission for their review.
3. Landscape and Tree Preservation Plan Requirements: The requirements of this section shall apply to all landscape and tree preservation plans. However, the building commissioner shall have the authority to waive or modify the technical requirements of the section when in the opinion of the building commissioner the waiver or modification will not adversely impact surrounding properties, will not violate the intent or spirit of this title, and there are special circumstances unique to the property or the development that would create practical difficulties if the technical requirement of this title were imposed.
 - a. Landscape plans shall be prepared by a licensed design professional registered in the State of Illinois, unless for single-family or two-family dwellings, and include:

1. The location and dimensions of all existing and proposed structures, property lines, easements, utilities, parking lots and driveways, roadways and rights-of-way, sidewalks, signs, refuse disposal areas, sidewalks, fences, electrical equipment, recreational facilities, and drainage facilities.
 2. The location, quantity, size and name, both botanical and common, of all proposed plant material including, but not limited to, shade and evergreen trees, shrubs, groundcover, annuals/perennials, and turf.
- b. Tree preservation plans must be prepared by a certified arborist or licensed design professional registered in the State of Illinois, unless for single-family or two-family dwellings, and include:
1. The location, species, DBH and Critical Root Zones of all existing trees on the subject property and adjacent rights-of-way;
 2. Identification of Protected Trees as herein defined, all existing trees to be protected, and existing trees to be removed on the property and adjacent rights-of-way;
 3. The location and type of protective fencing to be placed on the property and adjacent rights-of-way;
 4. The location of Critical Root Zone areas and the types and locations of protection to be provided to minimize damage to tree roots in such areas, such as wood chips and exterior plywood;
 5. A description of other required tree preservation procedures, such as root and crown pruning;
 6. The location, shape, and spatial arrangement of all temporary and permanent driveways, parking areas, and temporary material storage sites and access ways; and
 7. The location of any new utility services, including water, sanitary sewer, storm sewer, gas, electric, telecommunications or any modification to existing utility services, that may impact existing private or public trees.
- B. Landscaping and Trees Required:
1. All sites shall provide landscaped or sodded areas composed of the following minimum percentage requirements:
 - a. Multi-family residential: Fifty percent (50%) of the required front yard.
 - b. Industrial: Fifteen percent (15%) of the total site.
 - c. Commercial: Five percent (5%) of the total site.
 - d. Within Village ~~streetscape improvement corridors and tax increment financing (TIF) districts improvement areas~~: Eight percent (8%) of total site, the majority of which is to be provided along street right of way.
 - e. Residential subdivisions, single-family, and two-family dwellings: For front yards and side yards abutting a street, sodding and foundation plantings are required. Foundation plantings shall be planted in a landscape bed measuring no less than three feet (3') in depth. Plantings shall provide no less than fifty percent (50%) coverage of the landscape bed, shall be installed across no less than fifty percent (50%) of the length of the facade of the building, not including where driveways and walkways are located, and shall be no less than eighteen inches (18") in height at the time of planting. Required foundation plantings may be waived by the building commissioner where such plantings are not feasible.
 2. One (1) tree shall be planted or preserved on private property per required yard abutting a street unless inadequate space is available, as determined by the building commissioner. Every reasonable effort must be made to retain existing trees in all development.
 3. All parking lots shall be landscaped in accordance with section 12-11-3 of this chapter.
 4. Retention or detention ponds and lakes shall be included under the term "landscaped areas".
 5. The placement of trees in public parkways, areas, or rights of way adjacent to private property is required where they do not exist already. Trees shall have a ~~DBH trunk diameter measured six inches (6") above the ground~~, of not less than two and one-half inches (2 1/2"), and shall be spaced not more than forty feet (40') apart. Surface areas shall be sodded or contain other

harmonious and attractive treatments. ~~Within Village streetscape and TIF designated improvement areas, trees shall have a minimum trunk diameter of four inches (4") at six inches (6") above ground level.~~

C. Landscape Design Standards:

1. Landscape elements included in these criteria are all forms of planting and vegetation, ground forms, rock groupings, water patterns and all visible construction, except buildings and utilitarian structures.
2. Where natural or existing topographic patterns contribute to beauty and utility of a development, they shall be preserved and enhanced. Modification to topography will be permitted where it contributes to good appearance and does not adversely affect adjacent properties.
3. Grades of walks, parking spaces, terraces and other paved areas shall provide an inviting and stable appearance for walking, and if seating is provided, for sitting.
4. Landscape treatment shall be provided to enhance architectural features, strengthen vistas and important axis.
5. Unity of design shall be achieved by repetition of certain plant varieties and other materials, and by correlation with adjacent developments.
6. Plant material shall be selected for interest in its structure, texture, color and for its ultimate growth. Plants that are indigenous to the area and others that will be hardy, harmonious to the design, and of good appearance shall be used.
7. In areas where general planting will not prosper, other materials such as fences, walls and pavings of wood, brick, stone, ornamental gravel, and cobbles ~~may shall~~ be used. Carefully selected plants as noted on the following lists shall be combined with such materials where possible. (Ord. 07-07, 3-26-2007)

SECTION 7: Title 12, Chapter 11, Section 3 (as reordered), entitled “Appropriate Species and Planting Requirements,” is hereby amended as follows:

12-11-3: APPROPRIATE SPECIES AND PLANTING REQUIREMENTS:

- A. Species Selection: Plant material must be selected for its form, texture, color, pattern of growth and suitability to local conditions. The use of invasive species is prohibited. Invasive species shall be those included in the "Chicago Botanic Garden" list of "Invasive Plants in the Chicago Region," as amended.
- B. Tree Species Diversity: Diversity among trees is required to reduce the risk of losing a large population of plants due to disease. If there are fewer than four (4) required trees, they may all be the same species. If there are between five (5) and ten (10) required trees, no more than forty (40) percent can be of one species. If there are more than ten (10) required trees, no more than twenty-five (25) percent can be of one species. This standard applies only to trees being planted and not to existing trees.
- C. Street And Parkway Trees: All trees planted on public rights of way shall be species listed in the Street and Parkway Tree List maintained by the Public Works Department. The director of public works has the authority to determine the species of street and parkway trees.

<u>Botanical Name</u>	<u>Common Name</u>
<u>Acer platanoides</u>	<u>Norway maple (in variety)</u>
<u>Acer rubrum</u>	<u>Red maple</u>
<u>Acer saccharum</u>	<u>Sugar maple</u>
<u>Celtis occidentalis</u>	<u>Hackberry</u>
<u>Fraxinus americana</u>	<u>White ash</u>

<i>Fraxinus pennsylvanica lanceolata</i>	Green ash
<i>Ginkgo biloba</i>	Maidenhair tree (male only)
<i>Gleditsia trianthos inermis</i>	Thornless honeylocust
<i>Quercus bicolor</i>	Swamp white oak
<i>Quercus rubra</i>	Red oak
<i>Tilia americana</i>	American linden
<i>Tilia cordata</i>	Little leaf linden
<i>Tilia euchlora Redmond</i>	Redmond linden

D. Required Trees on Private Property: Required trees planted on private property pursuant to Section 12-11-7 may not be of species listed in the Restricted Tree List maintained by the Public Works Department.

Interior Parking Lot Trees:

<u>Botanical Name</u>	<u>Common Name</u>
<i>Acer ginnala</i>	Amur maple
<i>Acer platanoides</i>	Norway maple (in variety)
<i>Acer rubrum</i>	Red maple
<i>Acer saccharum</i>	Sugar maple
<i>Alnus glutinosa</i>	European alder
<i>Amelanchier canadensis</i>	Serviceberry
<i>Betula nigra</i>	River birch
<i>Celtis occidentalis</i>	Hackberry
<i>Cercis canadensis</i>	Redbud
<i>Fraxinus americana</i>	White ash
<i>Fraxinus pennsylvanica lanceolata</i>	Green ash
<i>Ginkgo biloba</i>	Maidenhair tree (male only)
<i>Gleditsia trianthos inermis</i>	Thornless honeylocust
<i>Malus (in variety)</i>	Flowering crab apple
<i>Pyrus calleryana</i>	Bradford pear
<i>Quercus bicolor</i>	Swamp white oak
<i>Quercus macrocarpa</i>	Burr oak
<i>Quercus rubra</i>	Red oak
<i>Syringa reticulata</i>	Japanese tree lilac
<i>Tilia americana</i>	Americana linden
<i>Tilia cordata</i>	Little leaf linden
<i>Tilia euchlora Redmond</i>	Redmond linden

E. Tree Size:

1. All shade trees to be planted shall have a minimum ~~DBH trunk diameter~~ of two and one-half inches (2-1/2") ~~at six inches (6") from above ground level with a minimum height of twelve feet (12'). Height may be varied, depending upon tree species.~~
 2. Ornamental trees shall have a minimum height of six feet (6') or ~~DBH trunk diameter~~ of two inches (2").
 3. Evergreen trees shall have a minimum height of five feet (5').
- F. Shrubs: All shrubs to be planted shall be of minimum ~~specified~~ height of twenty-four inches (24") unless otherwise required by this Chapter, and width as indicated below with a minimum of five (5) cones per plant. Evergreen shrubs shall be of size specified.

Botanical Name	Common Name	Height	Width	Spacing-On Center
Aronia brilliantissima	Red chokeberry	2'	2-1/2"	3'
Aronia melanocarpa	Black chokeberry	2'	2-1/2"	3'
Berberis thunbergii	Green barberry	18"	18"	2'
Berberis thunbergii atropurpurea	Red leaf barberry	18"	18"	2'
Chaenomeles japonica	Flowering quince	2'	2-1/2'	2'
Cornus beileyi	Red dogwood	4'	3'	3'
Cornus lutes	Yellow dogwood	4'	3'	3'
Cornus sericea kelseyi	Kelsey dogwood	15"	18"	3'
Cotoneaster acutifolius	Peking cotoneaster	3'	2'	2'
Cotoneaster apiculata	Cranberry cotoneaster	12"	18"	3'
Cotoneaster divaricata	Spreading cotoneaster	3'	3'	3'
Deutzia gracilis rosea	Slender deutzia	15"	18"	2'
Euonymus alatus	Burning bush	3'	2'	4'
Euonymus alatus compactus	Dwarf burning bush	2-1/2'	2-1/2'	3'
Forsythia Arnold dwarf	Arnold dwarf forsythia	2-1/2'	2-1/2'	3'
Forsythia bronzensis	Bronx dwarf forsythia	15"	15"	3'
Forsythia spring glory	Spring glory forsythia	4'	3'	3'
Hydrangea arborescens grandiflora Annabelle	Annabelle hydrangea	18"	18"	3'
Juniperus horizontalis	Andorra juniper	12"	2'	3'
Juniperus pfitzer	Pfitzer juniper	2'	2'	3'
Ligustrum amurense	Amur River privet	4'	2'	2'
Ligustrum regelianum	Regel's privet	2'	2'	3'
Ligustrum vulgare Cheyenne	Cheyenne privet	4'	2'	2'
Lonicera xylosteum claveyi	Claveyi honeysuckle	18"	18"	3'
Philadelphus coronarius	Sweet mockorange	4'	3'	3'
Potentilla jaekmani	Jaekmani potentilla	18"	18"	3'
Rhamnus frangula columnaris	Tall hedge buckthorn	4'	2'	2'
Rhus aromatica	Fragrant sumac	18"	18"	3'
Rhus glabra	Smooth sumac	15"	15"	3'
Rhus typhina	Staghorn sumac	15"	15"	3'
Ribes alpinum	Alpine current	18"	18"	2'
Spiraea bumalda Anthony waterer	Spiraea Anthony waterer	18"	18"	2'

Spirea bumalda-froebeli	Froebel-spirea	18"	18"	2'
Spirea bumalda-goldflame	Gold-flame-spirea	18"	18"	2'
Syringa chinensis	Chinese-lilae	4'	3'	3'
Syringa patula-Miss-Kim	Miss-Kim-dwarf-lilae	2'	2'	3'
Taxus cuspidata	Spreading-yew	18"	18"	3'
Taxus media	Intermediate-yew	18"	18"	3'
Thuja occidentalis-woodwardii	Globe-arborvitae	18"	18"	3'
Viburnum dentatum	Arrow-wood	4'	3'	3'
Viburnum-lantana	Wayfaring-tree	4'	3'	3'
Viburnum-opulus	European-highbush	4'	3'	3'
Viburnum-opulus-compacta	Compact-euro-highbush	18"	2'	3'
Viburnum-trilobum	American-cranberry	4'	3'	3'
Viburnum-trilobum-compacta	Compact-amer-cranberry	18"	2'	3'
Weigela-vanecceki	Red-weigela	4'	3'	3'

~~Prohibited Trees And Shrubs: Any tree or shrub which is known to be a fast growing, brittle wood species, or is known to be subject to attack by insects or susceptible to disease is specifically prohibited. This includes, but is not limited to: _____~~

~~Boxelder Chinese-elm Cottonwood Poplar Silver maple Willow~~

G. Planting Requirements:

1. All trees shall be furnished balled and burlapped.
2. All shrubs shall be furnished balled and burlapped, or potted.
- ~~3. All tree plantings shall consist of a mixture of species to promote healthy development and long life.~~
4. With the exception of single-family residences, all landscaped areas shall be provided with an underground irrigation system or readily available water supply with at least one outlet within one hundred fifty feet (150') of the plant material or an alternate method to be approved by the appearance review commission.
5. All landscaping shall be installed according to accepted commercial planting procedures.
6. All plantings shall meet or exceed standards contained in "American Standard For Nursery Stock" (ANSI Z60.1 - 1973) as amended.
7. For all privately owned property, landscaping exceeding two feet (2') in height shall not be located within a 45-degree 10-foot by 10-foot sight line triangle at any point where a vehicular access way intersects a driveway, alley, sidewalk, or other vehicular or pedestrian access way. Where a driveway intersects an alley, the dimensions of the 45-degree sight line triangle shall be determined by the distance between the garage and alley, to a maximum of 10 feet. If no garage exists, the 10- foot by 10-foot sight line triangle shall apply.

SECTION 8: Title 12, Chapter 11, Section 4 (as reordered), entitled "Parking Lot Landscaping Requirements," is hereby amended as follows:

12-11-4: PARKING LOT LANDSCAPING REQUIREMENTS:

- A. General Requirements: All paved ground surface areas that require landscaping shall meet or exceed the following general landscaping requirements:

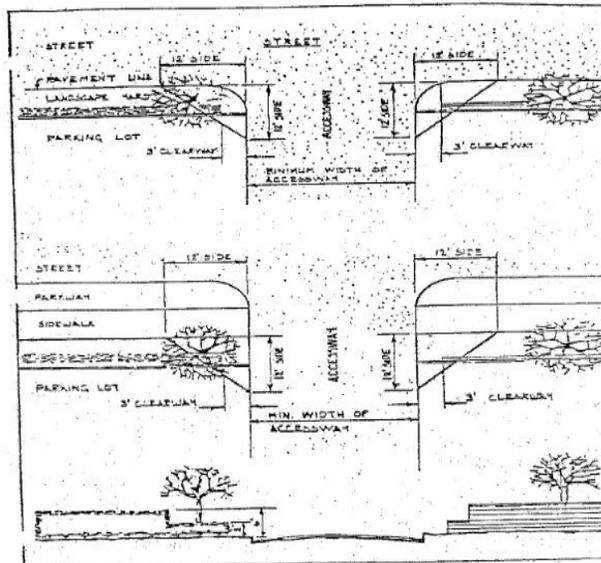
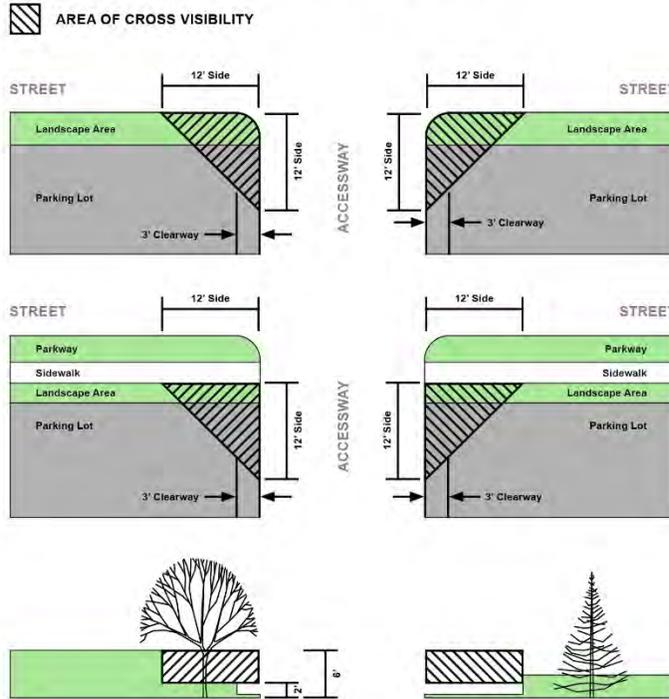
1. Installation: All vehicle parking lots shall be constructed with continuous concrete curbing. Placement of parking curbing shall allow for auto overhangs and sufficient space for interior planting and required perimeter planting areas.
 2. Planting: ~~All planting shall meet or exceed standards contained in "American Standard For Nursery Stock" (ANSI Z60.1—1973). Trees shall have a minimum height of seven feet (7') and a minimum trunk diameter of two and one-half inches (2-1/2") measured one foot (1') above grade level immediately after planting. Trees newly planted shall be supported by three (3) shielded guywires to ground or two (2) shielded guywires attached to two (2) stakes five feet (5') tall.~~ Planting areas shall be water permeable areas of not less than thirty-six (36) square feet and a minimum radius of three feet (3') measured in the direction of possible vehicle encroachment from the center of the tree trunk to the near edge of the landscaped area.
 3. Maintenance: All landscaping and trees provided on site and between the property line and the continuous curbing adjacent to street frontages shall be maintained by the property owner in accordance with the standards set forth in section 12-11-~~67~~ of this chapter.
- B. Specific Requirements: All paved ground surface areas shall meet the following specific landscaping requirements which shall be considered complementary to the landscaping provisions of any Village of Morton Grove ordinance or resolution.
1. Required Landscaping Adjacent To Public Right Of Way:
 1. Where paved ground surface areas are located adjacent to ~~sidewalks or~~ public streets or sidewalks, landscaping shall be provided between the public street or sidewalk and the paved ground surface area. Said landscaping shall include a landscaped yard at least five feet (5') in width containing a year round dense opaque screen of landscaping three feet (3') in height, or an earth berm at least three feet (3') in height with a maximum slope of three to one (3:1). Screening along public roads shall be maintained at height of three feet (3').
 2. Where paved ground surface areas are located adjacent to public alleys:
 1. Landscaping adjacent to public ~~alleys rights-of-way~~ shall not be required where all the parking spaces are screened from public streets by buildings, affront the alley, and are within thirty feet (30') of the screening building.
 2. For all paved ground surface areas adjacent to alleys not screened by buildings, screening shall be required at five feet (5') in height. Said screen may be comprised of any type of screen listed in section 12-11-4, "Screening", of this chapter. Landscaping ~~shall may~~ be at least ~~three two~~ feet (~~3 2'~~) in height at the time of planting, but must grow to, and be maintained at, five feet (5'). All screens shall be erected a minimum of one foot (1') within the side or rear lot line adjacent to the off street parking and/or loading areas. If space becomes a problem, the screening may be installed on the opposite side of the alley with permission of the affected property owner(s). If the required screening is other than landscaping, the one foot (1') area between the property line and the required screening shall be covered with an impervious surface.
 3. Where access to an alley is provided from an off street parking and/or loading area, the height of the required screening on either side of the accessway shall be thirty inches (30") for a minimum of fifteen feet (15') to provide adequate sight clearance and the width of the interruption in the required screening for the provision of access shall be equal to the width of the drive aisle as required.
 2. Required Landscaping Adjacent To Other Properties: Where paved ground surface areas are adjacent to surrounding properties, landscaping shall be installed to screen paved ground surface area from adjacent properties as provided below. Landscaping is not required if the paved ground surface area is completely screened from surrounding properties by intervening buildings or structures.

1. Where paved ground surface areas are adjacent to properties zoned exclusively for residential land uses, all land between the paved ground surface area and the property line, except accessways, shall be landscaped. Said landscaping shall include a buffer yard at least five feet (5') in width, containing either berm, hedge, maintenance free barrier or combination of the above at least five feet (5') in height, but not more than six feet (6') in height. Where hedge of living plant material is used for a barrier, it shall be thirty inches (30") in height at time of planting and shall attain opacity within twelve (12) months under normal growing conditions. A minimum of one tree shall be planted for each forty (40) linear feet of common lot line or fraction thereof.
 2. Where the adjacent property is zoned for nonresidential land uses or where the adjacent property contains a conforming hedge or wall, a minimum of one tree shall be planted for each ~~forty (40) eighty (80)~~ linear feet of common lot line or fraction thereof. Said tree(s) shall be installed in the buffer area adjacent to each of the adjoining properties.
3. Internal Landscaping Regulations:
1. Parking lots two thousand (2,000) square feet or less are not required to provide interior landscaping.
 2. All planting islands for parking lots shall be a minimum of forty (40) square feet.
 3. All parking areas more than two thousand (2,000) square feet shall have internal landscaping to channelize and define logical areas for pedestrians and vehicular circulation and to provide areas for accumulation of snow. All interior landscaping shall be protected from vehicular encroachment by curbing, wheel stops or guardrail and should be raised above the grade of the parking spaces. Required internal landscaping is as follows:
 1. Parking areas two thousand (2,000) to twenty thousand (20,000) square feet: A minimum of five percent (5%) of the paved area of the parking lot not including buffer landscape areas developed around the parking lot.
 2. Parking areas larger than twenty thousand (20,000) square feet: A minimum of seven percent (7%) of the paved area of the parking lot not including buffer landscape areas developed around the parking lot. Where practical, each separate landscaped area shall contain at least one tree, and a tree shall be planted for each one hundred (100) square feet of interior landscaping. For double-row landscape islands, two (2) trees shall be required. Landscaping dividing strips with or without walkways shall be used to subdivide parking areas into parking bays. Each parking bay shall have a maximum of twenty (20) spaces in an uninterrupted row.
 4. Other paved ground surface areas exceeding five thousand (5,000) square feet such as playgrounds, courtyards, etc., shall have two (2) square feet of interior landscaping for each one hundred (100) square feet of paving. Each separate landscaped area shall contain at least one tree, and a tree shall be planted for each one hundred (100) square feet of interior landscaping.
 5. Mixed usage of areas where a paved ground surface area is used for several functions, such as a parking lot and a playground or playing field, etc.: The landscaping requirements for parking lots will be applied to the amount of surface area used for automobile parking, even if it is used for recreation as well. Landscaping requirements for open space and recreational use will be applied to any surface area used for recreation and not parking.
- C. Sight Distances For Landscaping Adjacent To Accessways:
1. Intersection Visibility: Where an accessway intersects a public right of way, or a public right of way intersects another public right of way, landscaping shall be used to define the intersection; provided, however, all landscaping within the areas of cross visibility as described below (subsection C2 of this section) shall be maintained at a level between two (2) and six feet (6') from grade. Trees shall have limbs and foliage trimmed in such a manner that

no limbs or foliage extend into the cross visibility, provided they are so located so as not to create a traffic hazard. Landscaping, except grass and ground cover, shall not be located closer than three feet (3') from the edge of any accessway pavement.

2. Area Of Cross Visibility: The property located at the intersection of an accessway and a public road or sidewalk forms a triangle with sides twelve feet (12') along the accessway and twelve feet (12') along the public road or sidewalk. This area is measured from a point in line with the smallest width of the accessway and the public road pavement line or the public sidewalk pavement line nearest the parking lot. The third side of the triangle is formed by connecting the ends of two (2) 12-foot sides.

SIGHT DISTANCE FOR CROSS VISIBILITY



[REMOVE GRAPHIC]

SIGHT DISTANCE FOR CROSS VISIBILITY

- D. Existing Developed Areas: All property with existing paved ground surface areas on the effective date of this title shall not be required to conform to provisions of this chapter unless exterior reconstruction, exterior expansion or exterior improvements on the property requiring a building permit are undertaken.
 - 1. No structure shall be required to be altered or moved, except during reconstruction, to meet the provisions of this chapter.
 - 2. When reconstructing, no existing parking area twenty thousand (20,000) square feet or less shall be required to lose more than one out of twenty (20) parking spaces or three percent (3%) of the parking areas, whichever is greater.
 - 3. No parking area greater than twenty thousand (20,000) square feet shall be required to lose for landscaping purposes more than one and one-half (1 1/2) out of twenty (20) parking spaces or five percent (5%) of the parking area, whichever is greater.
 - ~~a. It shall be necessary to provide fencing and/or a masonry wall along all public rights of way to be approved by the appearance review commission.~~
 - 4b.** It shall not be necessary for any parking area to be reduced below the minimum standards set forth in any other Village of Morton Grove ordinance in order to meet the provisions of this section.

SECTION 9: A new Title 12, Chapter 11, Section 7, entitled “Trees on Private Property,” is hereby inserted to read as follows and the current Title 12, Chapter 11, Section 7 is hereby reordered to become Title 12, Chapter 11, Section 8:

12-11-7: TREES ON PRIVATE PROPERTY:

- A. Exempt Properties. The requirements of this section shall not apply to municipal and other public facilities and lands and zoning lots in the R-1 Single Family Residence, R-2 Single Family Residence, or R-3 General Residence Districts with an existing single-family or two-family home having less than 21,780 square feet (0.5 acres) of land area unless controlled by or to be controlled by a planned unit development, special use permit, or subdivision ordinance within twenty-four (24) months. Properties not exempted by this section shall hereinafter be referred to as “Covered Property.”
- B. Permit Required. A tree removal permit is required for the removal of any tree located within or partially within a Covered Property with a diameter at breast height of twelve inches (12”) or greater, hereinafter referred to as a “Protected Tree.”
- C. Protected Tree Replacement.
Unless otherwise provided by this section, tree replacement or a fee-in-lieu shall be required for the removal as follows:

<u>Replacement Tree(s)</u>	<u>1 (one) Replacement Tree per Protected Tree(s) being removed must be planted on a privately owned property</u>
<u>Fee-In-Lieu</u>	<u>Fee per Protected Tree(s) as provided for in Section 1-11-4.</u>

- a. Replacement and fee-in-lieu requirements shall not apply to the removal of a Protected Tree if one of the following conditions is met, adequate documents verifying the condition are provided by the owner to the Village, and the condition is verified in writing by the building commissioner:
 - i. Nuisance trees

- ii. Diseased or poor condition trees
 - iii. Undesirable trees
 - iv. Utility work
 - v. Emergencies
 - vi. Demonstrated hardship subject to approval of the Village Administrator
- b. Replacement trees shall have a minimum diameter at breast height of two and one-half inches (2 1/2") for shade trees and six feet (6') in height for evergreen trees.
- D. Replacement trees shall be planted prior to (i) close-out of the site development or building permit, (ii) issuance of any certificate of occupancy, or (iii) within twelve (12) months of permit issuance, whichever is earlier. The required fee-in-lieu will be collected as part of the permit fee and held in escrow for up to twelve (12) months. If the required plantings have not occurred by that time, the fee-in-lieu will be retained and deposited to the Tree Planting Fund.
- c. Replacement trees shall be maintained in good condition for a minimum of five (5) years from the date of planting. If the tree is removed for any reason except utility work, safety hazard, emergency, or demonstrated hardship within five (5) years after planting, it must be replaced with a qualifying replacement tree in the same location or at an approved alternative location within six (6) months from the date of removal.
- E. Penalties. Any person violating any of the provisions of this chapter shall be fined in accordance with title 1, chapter 4 of this code. Each day that a violation is permitted to exist shall constitute a separate offense. Additionally, the requirements for tree replacement and fee-in-lieu payment shall double for the removal of each Protected Tree without a tree removal permit.

SECTION 10: Title 12, Chapter 11, Section 8 (as reordered), entitled "Maintenance," is hereby amended to read as follows:

12-11-8: MAINTENANCE:

- A. The owner of a property shall be responsible for the maintenance of all landscaping and trees in good condition so as to present a neat, healthy and orderly appearance, free of refuse and debris, so it conforms to standards established within this code and any approved landscape plan and tree preservation plan for the property. This includes, but is not limited to, maintaining the landscaping and trees at the appropriate height and the replacement of dead or damaged plants and trees. Necessary replacement shall be made within the time period not to exceed one hundred twenty (120) days after notification by the Village of Morton Grove of a violation of this chapter.
- B. All planting areas shall be kept free of weeds or plant growth that are noxious, detrimental to the public health or are unsightly. This shall include planting areas within the property and within rights of way.

SECTION 11: Title 1, Chapter 11, Section 4 entitled "FEES FOR SPECIFIC PERMITS, LICENSES, CERTIFICATES, AND SERVICES" of the Municipal Code of the Village of Morton Grove is hereby amended as follows:

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

- A. A row pertaining Title 12, Chapter 11, Section 7C (as reordered) has been added to the fee schedule as follows:

<u>12-11-7C</u>	<u>Protected Tree Removal Fee</u>	<u>\$300.00</u>	<u>Each</u>
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SECTION 12: 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 13: 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 14: This ordinance shall be effective from and after its adoption, approval, and publication as provided by law.