



**VILLAGE BOARD OF TRUSTEES
REGULAR MEETING NOTICE/AGENDA
July 28, 2026, 7:00 PM**

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

In accordance with the Illinois Open Meetings Act, all Village Board and Commission meetings are open to the public. This meeting can be viewed remotely via the live stream link found at: www.mortongroveil.org/stream. If an Executive Session is placed on the agenda, the meeting shall commence at 6:00 p.m. and the time between 6:00 p.m. and 7:00 p.m. 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 p.m.

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Approval of Minutes**
 - a. Regular Meeting – July 14, 2026
5. **Public Hearings – None**
6. **Special Reports**
 - a. Appointment of George Carlson to District Fire Chief by Mayor Witko
 - b. Development Agreement with Andy's Frozen Custard Stores for the Property at 6724 Dempster Street – *Presented by Zoe Heidorn, Director of Community & Economic Development*
7. **Residents' Comments (agenda items only)**
8. **President's Report – Administration, Council of Mayors, Northwest Municipal Conference, Dempster Street Corridor Steering Committee**
9. **Clerk's Report – Family & Senior Services, Advisory Commission on Aging, Condominium Association, Maine Township**

10. Staff Report

- a. **Village Administrator**
- b. **Corporation Counsel**

11. Reports by Trustees

- a. **Trustee Khan** – *Finance Department, Appearance Commission, (Trustee Travis)*
- b. **Trustee Minx** – *Fire Department, Fire Pension Board, Fire and Police Commission, Special Events Commission, RED Center, NIPSTA (Trustee Thill)*
- c. **Trustee Shiba** – *Building Department, Environment & Natural Resources Commission, Legal Department, IT Department, Sawmill Station TIF (Trustee White)*
 - 1. **Resolution 26-44:** Authorizing an Agreement with AIS International for Three Levono SR630 Servers to Provide Compute Infrastructure for the Village
- d. **Trustee Thill** – *Public Works Department, SWANCC (Solid Waste Agency of Northern Cook County), MG-Niles Water Commission, Traffic Safety Commission (Trustee Minx)*
- e. **Trustee Travis** – *Police Department, Police Pension Board, Fire & Police Commission, Community Relations Commission, Niles Township Government (Trustee Khan)*
- f. **Trustee White** – *Community & Economic Development Department, Economic Development Commission, Plan Commission/ Zoning Board, Lincoln/Lehigh TIF (Trustee Shiba)*
 - 1. **Ordinance 26-15: (Introduced July 14, 2026, Second Reading)** Approving a Special Use Permit for Municipal Buildings and Governmental Offices and Other Facilities, a Minor Subdivision, and a Vacation for the Property Commonly Known as 6201 Dempster Street in Morton Grove, Illinois
 - 2. **Resolution 26-45:** Approving an Economic Incentive and Tax Increment Allocation Financing Development Agreement by and Between the Village of Morton Grove, Illinois, and Andy's Frozen Custard Stores, LLC, in Regard to Certain Real Property Located in the Sawmill Station Redevelopment Area and the Expenditure of Funds from the Sawmill Station Tax Increment Financing District Fund

12. Other Business

13. Presentation of Warrants –\$379,364.98

14. Residents' Comments

15. Adjournment

**MINUTES OF A REGULAR MEETING OF THE PRESIDENT
AND THE BOARD OF TRUSTEES OF THE VILLAGE OF MORTON GROVE
RICHARD T. FLICKINGER MUNICIPAL CENTER COUNCIL CHAMBERS
JULY 14, 2026**

CALL TO ORDER

- I. Village President Janine Witko convened the Regular Meeting of the Village Board at 7:00 p.m.
- II. in the Council Chambers of Village Hall and led the assemblage in the Pledge of Allegiance.

- III. Deputy Village Clerk Amy Raffel called the roll. Present were Trustees Saba Khan, Rita Minx, John Thill, Connie Travis, and Keith White. Clerk Eileen Harford and Trustee Ashur Shiba were absent with notice.

IV. **APPROVAL OF MINUTES**

Mayor Witko asked for a motion to approve the Minutes of the June 23, 2026 Regular Village Board Meeting as presented. Trustee Minx so moved, seconded by Trustee Khan.

Motion passed unanimously 5-0 plus 1 absent via voice vote.

V. **PUBLIC HEARINGS**

NONE

VI. **SPECIAL REPORTS**

Mayor Witko called Zoe Heidorn, Director of Community & Economic Development, to the podium.

1. **8125-45 River Drive and 8120-40 Lehigh Avenue: Request for Cook County Property Class 6b Tax Incentive.**
 - a. Ms. Heidorn said it's a pleasure to present tonight a request for a Cook County Property Tax 6b incentive for the property at 8125–45 River Road and 8120–40 Lehigh Avenue by Midwest RE Acquisitions, a subsidiary of Bridge Industrial, which has recently been rebranded as Kurv Industrial. The Resolution formally consenting to and authorizing Kurv's 6b application to Cook County is being presented tonight by Trustee White under Resolution 26-41. Ms. Heidorn said her presentation this evening summarizes the Village Administrator's June 9, 2026 presentation and provides new information in response to questions and concerns raised by the Village Board and the community since June 9, 2026.

VI.

SPECIAL REPORTS (continued)

- b. Ms. Heidorn said the Class 6b program is a Cook County property tax incentive program, and is designed to encourage industrial development and enhance the County's competitiveness in a high-cost market. There are currently hundreds of Class 6b designations in Cook County. There are three types of industrial projects eligible to receive this 12-year incentive: new construction, substantial rehabilitation, and, re-occupancy of vacant property. There are also "special circumstances" that Cook County can approve.
- c. A property with a Class 6b designation is assessed at 10% of the new market value (as opposed to 25%) for Years 1–10. This is equivalent to a 60% project tax reduction. In Year 11, the property is assessed at 15%—the equivalent of a 40% reduction, and in Year 12, it's assessed at 20%, which is equivalent to a 20% reduction. In Year 13, the full tax load is once again imposed. The 6b program promotes industrial development by temporarily reducing the property tax burden on qualifying projects. This offsets the County's comparatively high property taxes, making it more competitive with neighboring counties like DuPage County to invest in. Ms. Heidorn offered the example of DuPage County's tax rates for commercial and industrial properties ranges from 1.8% to 2.5%, while Cook County's is 2.5% to over 4%. With construction and financing costs continuing to rise, a Class 6b incentive helps attract and retain new industrial investment.
- d. Ms. Heidorn said the Village Board is well aware that the Village has never passed a resolution supporting the Class 6B, which is a requirement of the Cook County program. The Village has received many inquiries as recently as last week and this week, and a handful of formal requests, but no project has been of a scale and level of investment that warrants and justifies the incentive until today. In the case of new construction, the Class 6b property tax reduction will not become effective until construction is completed, and the reduced assessment will be based on the building's new valuation, not the existing valuation. The incentive does not reduce the amount of taxes collected by the taxing districts; instead, like other routine increases and decreases in the tax base, through appeals and re-certifications, the tax burden is redistributed among all properties in the district.
- e. Ms. Heidorn noted that staff has surveyed all of the Class b designations approved over the last ten years. This incentive is a common tool in the north and northwest suburbs across Cook County. It has been used in many of the Village's neighboring communities, like Niles, Skokie, Evanston, Des Plaines, Northbrook, and Mt. Prospect. She said the project we're looking at tonight is located at the intersection of Lehigh Avenue and Park and River Drive. It is an 11-acre site zoned Office/Research/Manufacturing and improved with two office buildings. As of today, the owner reports over 75% vacancy, with just two tenants remaining. By comparison, in 2017, there were 11 tenants. Despite rezoning the site to improve its marketability, the owner has continued to face difficulty with leasing the site, which staff can attest to. Proposals for the site received to date include uses such as adult daycare, speculative industrial, recreational, and tax-exempt uses.
- f. Staff is confident that, without intervention, occupancy will continue to decline and building costs will become unjustifiable, resulting in more reassessments diminishing property tax revenue. There are three possible scenarios for redevelopment or no new development. The first scenario assumes the vacancy stays at 75% as it is today, or increases to potentially 100%. Without sufficient rental income, maintenance and tax costs become difficult to justify.

VI.

SPECIAL REPORTS (continued)

- g. The owner could recover demolition costs through tax savings associated with vacant land assessments. The owner may choose to maintain the vacant property until market conditions are more favorable, while absorbing losses as part of a broader investment strategy. The second scenario is approval of the project before the Board tonight, which would stabilize the property tax bill, ensure against additional loss in tax revenue, and significantly increase the assessed valuation and tax base over time. The third scenario is uncertain and unknown, but perhaps the property could be used as an industrial or institutional re-use. Industrial development would similarly require a Class 6b designation to justify the construction costs, if new. An institutional re-use or redevelopment might have larger and more permanent tax impacts. We know that this site and market conditions will not support office, commercial, or residential redevelopment for many years to come.
- h. The proposed project under consideration is one the Village and Kurv have worked together to shape—a project that is thoughtfully designed for the site, responsive to community priorities, and consistent with the long-term vision for this area, which is experiencing changes. Kurv is proposing an approximately 170,000 square foot “build-to-suit” project for BBJ La Tavola, a linen rental and fabrication business that is relocating its headquarters from Niles to Morton Grove. The \$31M project will entail complete site redevelopment, significant tenant improvements, environmental remediation, and public infrastructure improvement at the developer’s sole expense.
- i. The property’s current tax bill is just over \$1M, but the owner has appealed the assessment based on the 75% vacancy condition, which is not disputed. If the appeal is approved, the tax bill will be reduced by approximately 40%. The Village’s independent consultant (hired by the Village for this project and many others for seven years) expects the appeal to be approved, and has conservatively applied the 75% vacancy assessed value as the baseline for its tax projections and future comparisons. Ms. Heidorn said staff sees four possible tax bill scenarios associated with the three redevelopment scenarios discussed previously.
 - Scenario 1: If the building is demolished, we could see a tax bill as low as \$128,000 per year—maybe less, maybe more.
 - Scenario 2: With the 75% vacancy assessment, the tax bill would drop to about \$634,000 in the first year. We also don’t expect the owner to be able to justify even this tax burden in the long-term, given the current rental status generated by the two remaining tenants.
 - Scenario 3: The building will suddenly and miraculously become re-occupied. We feel this is unlikely. In this case, we would want to see a \$1M tax bill with modest increases.
 - Scenario 4: Approve the proposed project. The initial tax bill would be around \$614,000, and by Year 13, when the incentive ends, the tax bill would be over \$2M, which is double what it is today. This scenario provides certainty that the site will maintain stable tax revenue during the incentive period and generate nearly double what the site is generating today after the incentive ends.
- j. Ms. Heidorn showed several charts of tax bills for the various scenarios. Scenario 4 clearly showed that approving the 6b tax incentive was better in the long run for the Village.

VI. **SPECIAL REPORTS** (continued)

- k. Ms. Heidorn said, at the last Village Board meeting, interest had been expressed in staff conducting an analysis and review of the project's potential tax impact on other properties.
- l. She said the Village's independent consultant had calculated the projected tax impact on properties with an assessed value of \$500,000—residential, commercial, and industrial properties—compared with the 75% vacancy scenario which will likely be this year, homeowners of \$500,000+ homes would see an impact of \$5.29 more per year for the first 10 years, so there is a modest impact. As the 6b tax incentive tapers off, those homeowners would see a \$37 per year annual savings for Year 11, \$87 in Year 12, and in Year 13, more than \$135 per year, with savings continuing thereafter. Commercial properties with an assessed valuation of \$500,000 would see an impact of \$14 more per year for Years 1-10, and industrial properties would see an impact of \$15 more per year. The project preserves and stabilizes the tax base, preventing further declines in tax revenue and mitigating further property tax shift to other taxpayers. By the end of the of the 12-year incentive period, the property will return to the regular tax rolls at its fully assessed value and begin reducing the tax burden for other taxpayers. The incentive is temporary, but the benefits of the increased assessed value and future property tax growth extend far beyond the 12-year 6b period.
- m. These tax impact scenarios are being presented under “very perfect” conditions. Realistically, property tax appeals by large industrial and commercial properties or changes in tax classifications routinely shift tax burdens among all taxpayers without our awareness.
- n. Ms. Heidorn said a question had been raised at the June 9th Board meeting, wondering whether the reduced assessment rate would be on the current valuation, or on the future valuation of the redevelopment. The reduced assessment rate would be on the future valuation, which today is estimated to be \$20.4 million, growing to \$27.4 million by the end of the incentive term. The project adds significant assessed value to the tax base and will begin reducing tax burdens for other properties beginning in Year 11.
- o. The Village will not support a renewal on this project; in fact, it is supporting a moratorium on 6b requests until a policy is approved by Board action. The Village's independent consultant reviewed the developer's proforma with and without the incentive using the internal rate of return (IRR) to evaluate whether the incentive is necessary and appropriately sized. The Village has no interest in enriching developers or providing assistance if it is not necessary. Without the incentive, Johnson Research Group calculated the project to have an IRR of 2.2%, indicating that it is not financially feasible. With the Class 6b, IRR increased to 13.3%, which is well within the Village's acceptable range and supports the conclusion that the incentive is warranted, but not excessive. These figures underline that, without the Class 6b incentive, the project will not move forward.
- p. The project comes with an array of benefits to the community, including \$30+ million in new industrial development, 250+ new jobs in the Village, reconstruction of Park Avenue at developer's expense; environmental remediation, new stormwater detention infrastructure and capacity, a significant contribution to the Lehigh Avenue lighting project, local tax generation of \$40,000+ to the Village annually, 260+ trees preserved and planted, and a LEED designed and certified building.

VI. **SPECIAL REPORTS** (continued)

- q. Ms. Heidorn said, in summary, if the Village does not approve a Class 6b for this project, it's okay, but it's known that the project will not go forward without the incentive, so the future of this property then becomes unknown. Very likely a further decline in occupancy and potentially full demolition, and diminishing tax revenues. A Class 6b tax incentive is a targeted, efficient, and transparent economic development tool. It does not divert taxes from districts. It is property-specific and it provides more immediate benefits to the taxing districts than a new TIF would. This project, with the 6b, provides predictability in the tax base, safeguards against property tax spikes for other taxpayers in the short term, and reduces the tax burden on other taxpayers in the long run. This project sets an incredibly high standard for industrial redevelopment in the Village, and for use of the Class 6b tool in Morton Grove. With a proposed moratorium on future 6b applications, the Board will have time to assess impacts and develop a policy on review. We can thus ensure that the tool continues to be used responsibly and in a manner that warrants the best outcomes for the Village and its taxpayers.
- r. Ms. Heidorn apologized for the lengthy presentation, but Mayor Witko said she believed that Ms. Heidorn could present this in her sleep! Mayor Witko said that Ms. Heidorn has met with each Board member individually to make sure that they understood this project and to answer any questions they may have had. Mayor Witko said she appreciates Ms. Heidorn's time on this, adding she hoped the public would appreciate it as well. The mayor asked the Board to hold any questions until Trustee White reads the Resolution for this action into the record. Mayor Witko also wanted to hear from the public before the Board asks any questions.

VII. **PLAN COMMISSION REPORTS**

- 1. **Plan Commission Report PC 25-11: Requesting approval of a Special Use Permit for Municipal Buildings and Government Offices and other Facilities in accordance with Sections 12-4-2:C and 12-4-3:D a Minor Subdivision in accordance with Chapter 12-8, and a Vacation in accordance with Section 12-9-5 with select waivers for the property commonly known as 6201 Dempster Street in Morton Grove, Illinois.**

This case was presented by Zoe Heidorn, Director of Community and Economic Development.

- a. On behalf of staff, Ms. Heidorn said she was proud to introduce Plan Commission Case PC 26-07, a request by the Village of Morton Grove for approval of a Special Use Permit for municipal buildings and governmental offices and other facilities, a minor subdivision, and a vacation for the property at 6201 Dempster Street, all within a C-1 General Commercial District and an R-3 General Residence District, with waivers for accessory structures, fences, landscaping, off-street parking, and signage.
- b. The Village is proposing to reuse an existing 37,800 square foot office building, formerly operated as a Fifth Third Bank branch, and construct a 13,400 square foot addition for use as a combined Village Hall and Police Department facility. The facility will house and support the operation of the Police Department, administration, finance department, and department of economic and community development, including building and inspectional services, which are currently based in this Village Hall building.

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

- c. Ms. Heidorn said, on June 2, 2026, the Appearance Commission reviewed Case PC 26-07 and unanimously approved an Appearance Certificate for the project, and forwarded a recommendation of approval. On June 4, the Traffic Safety Commission reviewed the case and also unanimously recommended approval, with comments. At the Public Hearing on June 16, the Plan Commission reviewed the Application and voted unanimously to recommend approval of the Special Use Permit, Minor Subdivision, and Vacation, subject to conditions relating to the final design, engineering, landscaping, permitting, and operation of the municipal facility.
- d. If approved at the July 28 Board Meeting, the Village will proceed with project permitting in 2026, followed by construction beginning in 2027, and completion in 2028. This legacy project represents a once-in-a-lifetime investment in the Village's operations. We look forward to replacing our current facility with a modern, accessible, and purpose-built municipal center designed to better serve our residents for decades to come. This project reflects years of hard work and planning by staff and the Board, and the Village's commitment to responsible stewardship of its resources and its dollars. Ms. Heidorn thanked the Mayor and the Board for their ongoing support.

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

1. **Chris Minx** said the vacancy has been caused by the owner not renewing leases. The owner has kicked people out. He wanted to know why TIF money wasn't being used, and said, of the Village's independent consultant, the Johnson Research Group, that because the Village hired them, they will say what the Village wants them to say. He said he mind-boggled about this whole matter. He felt this was just ridiculous.
2. **Mike Tracy, 8110-20 River**, said he believes in fair competition, but that's not the Village's job. He agreed with the first speaker that the vacancies are being caused by the owner. He couldn't understand why the Village is paying to conduct research to benefit the developer. Mr. Tracy felt the current building is still viable, and cited a number of nearby industrial areas that have waiting lists for space. He said he did not believe the consultants' report. He felt that saying this project would create over 250 new jobs was fiction. These people are all working in the Niles area and it's not much further a drive to get to where the new building would be. He said, possibly a few jobs would result, but nothing in the 250 range. Mr. Tracy said the Board's decision on the tax incentive has implications for the next 12 to 20 years, adding that he wouldn't be at all surprised if the developer pushed for renewal. In sum, Mr. Tracy felt approving the 6b was an unfair shift of the tax burden, and that it "tied his hands" from being able to compete.
3. **Tim Larson**, representing the current ownership, addressed the Board. He said his company has owned the site for over 10 years, and during that time, their goal was to rehabilitate and create value for distressed properties. He said they had offered incentives to "Land of Nod" (a division of Crate and Barrel) to create occupancy, to no avail. He's been unable to achieve occupancy for 10+ years, and maintaining the building is costly. To bring in a tenant now would cost his company millions. Mr. Larson said he strongly felt that the Kurv solution would be for the best.

VIII. **RESIDENTS' COMMENTS (AGENDA ITEMS ONLY)** (continued)

4. **Tom Doerr, 9225 Luna**, said, if the current ownership's business plan is to rehab buildings, and they don't have the funds to do that, then don't do it. And if they need extra money, give us stock in your investment in your project. Why don't we have that, if we're financing their project? He said that he thought it was unbelievable that the site wasn't being used for residential development, especially since, right down the street, there are a number of residential developments that seem to be doing quite well—in fact, they're sold out. He said, since he doesn't find that believable, he's not inclined to find other statement made tonight believable. What if their project is not a success? Do they have a tenant yet? If it's not a success, then we've put all this money out, and we'll still end up with vacant property. Lastly, he said, he found it quite unbelievable to think, at some future point, our taxes will go down once the tax incentive is done. It's not believable that taxes will decrease.
5. **Rob Busam, 8110-20 River Drive**, commented that he can appreciate the current owner's hardship; adding that he just wished the Village had as much concern for every business that faces a hardship. He said he and Mr. Tracy lose tenants, and they have to figure out how to deal with that, rather than running to the Village with their hands out. It's a tough market. But most businesses find ways to deal with it without a Class 6b tax incentive. A \$10M tax break over 10 years is a significant tax shift to other property owners. He felt the Village was setting a dangerous precedent. He said he'd looked at how other communities use the 6b tool, and none that he looked at were of the magnitude of this one. He wondered if anyone had actually asked Kurv if they would abandon the project if they didn't get the 6b tax incentive. He said he was really curious about that, adding that everything is hypothetical—does the Village really think that nothing else, no other kind of development, could happen on this plot of land over the next ten to twenty years?

IX. **PRESIDENT'S REPORT**

1. Mayor Witko thanked the Morton Grove Days Commission, volunteers and staff for their support again this year for Morton Grove Days. While the weather was not on our side, she thanked everyone who made the event possible and everyone who was able to join the festivities. She thanked the Morton Grove Days Commission who made this event possible: Paul Minx, Rita Minx, Georgianne Brunner, Lisa Rathunde, Katy Napolitano (Shimanski), Nancy Leong, Dan DiMaria, Bill Burns, Deputy Police Chief Eric Ficht, Jeff Wait, Marty O'Brien, Wanda Robles, Boyle Wong, Zoe Heidorn, Alise Coulter, and Amy Raffel.
2. Mayor Witko said, on tonight's agenda, the Board will be considering a Resolution approving a lease agreement with Complimentary Café. We are excited to welcome this incredible local business to the Village's new Metra Station. Mayor Witko complimented the Café's proposal, which stood out for its professionalism and community focus, and was submitted earlier this year by its founder and owner, Riyaz Ali. During the Village's brief interactions with Riyaz, we came to know him as a warm, thoughtful, creative, and generous person who cared deeply about his family, his community, and his business.

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

- a. Sadly, Riyaz passed away on March 31. His brother, Imad, with the support of their family, stepped in to carry forward Riyaz's vision for their Morton Grove expansion with the same dedication and care. Although Imad could not be here tonight, the mayor welcomed his family, who are here with us this evening. Mayor Witko told Riyaz's family, "We are deeply sorry for your profound loss, and we are honored that your family has chosen to continue Riyaz's vision. We look forward to welcoming you and Complimentary Café to the Morton Grove community."

X. **CLERK'S REPORT**

Deputy Clerk Raffel had no formal report this evening.

XI. **STAFF REPORTS**

A. **Village Administrator:**

Mr. Meyer had no formal report this evening.

B. **Corporation Counsel:**

Corporation Counsel Liston had no formal report this evening.

XII. **TRUSTEES' REPORTS**

A. **Trustee Khan:**

Trustee Khan had no formal report this evening.

B. **Trustee Minx:**

Trustee Minx had no formal report this evening.

C. **Trustee Shiba:**

Trustee Shiba was absent — no formal report this evening.

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

D. Trustee Thill:

1. Trustee Thill presented **Resolution 26-39, Authorizing a Contract with Alliance Allied Inc. for Fire Station 4 Window Replacement Project.**
 - a. The existing windows and glass-door entrance systems at Fire Station 4 have reached the end of their useful service life and require replacement to improve energy efficiency, weather resistance, aesthetics, and reduce long-term maintenance costs. The project includes the removal and replacement of existing windows and designated glass-door entrance systems while maintaining uninterrupted emergency operations at the 24-hour fire station.
 - b. The project was publicly advertised on the Village's website on June 8, 2026. Thirteen contractors obtained bid documents. A mandatory pre-bid meeting was held on June 12, 2026, with two contractors in attendance. Two sealed bids were publicly opened on June 24, 2026.
 - c. Alliance Allied Inc. was determined to be the lowest responsible bidder in the amount of \$174,280.00. The contract documents allow for payment of twenty percent (20%) of contract total upon the Village receiving delivery of the windows. This Resolution authorizes the Village Administrator to approve contingencies in an amount not to exceed \$24,999.00. This contract must meet the requirements of the Prevailing Wage Act.

The fiscal impact of this Resolution is \$199,279.00.

- d. Trustee Thill said Station 4 is about 55 years old. He said most homeowners replace their windows a lot sooner. He then moved to approve Resolution 26-39, seconded by Trustee Minx.

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

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

2. Next, Trustee Thill presented **Resolution 26-40. Authorizing the Purchase of Gasoline and Diesel Fuel from Al Warren Oil Company, Inc. Through the Suburban Purchasing Cooperative.**
 - a. The Village of Morton Grove participates in the Northwest Municipal Conference's Suburban Purchasing Cooperative (SPC) joint purchasing program for the procurement of gasoline and diesel fuel. Through this cooperative purchasing program, participating municipalities receive competitively solicited pricing by leveraging the combined purchasing power of multiple local government agencies. In June 2024, the SPC awarded Contract #230 to Al Warren Oil Company, Inc. for the supply of gasoline and diesel fuel for the initial contract term of July 6, 2024 through July 5, 2025, with the right to extend for 3 additional on-year periods under the same terms and conditions. The SPC subsequently exercised its first and second one-year renewal options, extending this contract through July 5, 2027, under the same terms and conditions. This Resolution authorizes the Village to purchase gasoline and diesel fuel through Contract #230 with Al Warren Oil Company, Inc. through July 5, 2027.

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

D. **Trustee Thill:** (continued)

The fiscal impact of this Resolution is \$350,300.00.

Trustee Thill moved, seconded by Trustee Travis, to approve Resolution 26-40.

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

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

E. **Trustee Travis:**

1. Trustee Travis reminded everyone that the Community Relations Commission has begun accepting submissions for the summer 2026 photo contest. The contest will run until September 1, with winning photos being acknowledged at a future Board meeting and being displayed at Village Hall. The contest invites residents to capture the spirit of what makes the Village special.
2. Trustee Travis announced that the Community Relations Commission is currently accepting nominations for the Outstanding Neighbor Awards. If you have a neighbor who goes above and beyond to create community and help out those around them, please visit the Village's website to nominate them.

F. **Trustee White:**

1. Trustee White presented **Ordinance 26-14, Approving a Preliminary Plat of Subdivision and Special Use Permit with associated waivers for a Warehouse and Light Manufacturing Use at the Property Commonly Known as 8125–8145 River Drive and 8120–8140 Lehigh Avenue in Morton Grove, IL.**

This is the second reading of this Ordinance.

- a. Trustee White explained the Applicant, Midwest RE Acquisitions, had submitted Special Use and Subdivision applications ("Application") seeking approval to redevelop the approximately 11-acre North Grove Corporate Park property located at 8125-45 River Drive and 8120-40 Lehigh Avenue in the Village. The site is currently improved with two office buildings. The Applicant initially proposed a 227,600-square foot industrial building with 34 loading berths in 2025, but revised the proposal multiple times in response to comments from staff, the Plan Commission, and the public.
- b. The current proposal consists of a 169,698-square foot single-tenant industrial building to be occupied by BBJ La Tavola, a linen rental and fabrication business with regional headquarters in Niles.

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

F. Trustee White: (continued)

- c. The project includes approximately 24,000 square feet of office space, 226 off-street parking spaces, additional landscaping and tree plantings, reduced truck traffic generation, and a building height that complies with the Village's 40-foot maximum.
- d. The Application was first presented to the Plan Commission in June of 2025, with multiple continuances to allow for additional review, revisions, and public input.
- e. Following the submission of revised application materials in February of 2026, the Plan Commission considered the updated proposal at its March 12, 2026 meeting and voted 3-3 to recommend approval of the application, resulting in no recommendation for approval to the Village Board. The Applicant presented additional modification to the Village Board on April 28, 2026, and requested the case be remanded back to the Plan Commission for further consideration.
- f. At a public hearing held on May 19, 2026, the Plan Commission voted unanimously to recommend approval of the Application and the revised plans, with conditions relating to truck traffic generation, final design, and infrastructure improvements.

Trustee White moved to adopt Ordinance 26-14, seconded by Trustee Thill.

- g. Trustee Minx commented that this particular development is one that the Board has been considering for well over a year now. She felt that each member of the Board has wrestled with this at some point during the process. She said it's important that the Board Members, as residents and elected officials, realize that there have been other developments in the past that have not always pleased the residents. One particular example is the stables at Golf and Central. The residents were very much opposed to the Village annexing that land when it had the opportunity to do so. Ultimately, the Board decided against the annexation. Fast forward 10–15 years, those residents moved out of town, and the residents remaining were quite upset with the condition of the property. When the Village didn't annex that property, the County did, and the County did nothing with it. The residents came to the Village Board to complain and ask why the Village didn't "do something" about the condition of the property, but it was no longer in the Village's jurisdiction, so really, nothing could be done. She said the Village is working hard for its residents and is doing what they believe will be in the best interests of the Village going forward.

Mayor Witko called for the vote. The **motion passes: 5 ayes, 0 nays, 1 absent.**

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

- 2. Trustee White introduced **Ordinance 26-15, Approving a Special Use Permit for Municipal Buildings and Governmental Offices and Other Facilities, a Minor Subdivision, and a Vacation for the Property Commonly Known as 6201 Dempster Street in Morton Grove, Illinois.**

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

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

- a. Trustee White said, on June 2, 2026, the Appearance Commission reviewed Plan Commission Case PC 26-07, approved an Appearance Certificate, and recommended approval of the Application with conditions. On June 4, 2026, the Traffic Safety Commission reviewed the Application, including the Traffic Impact Study prepared by Kimley-Horn, and recommended approval with comments. On June 16, 2026, the Application was presented to the Plan Commission, at which time, based upon the Application, staff report, supporting studies, and testimony presented at the public hearing, the Plan Commission voted unanimously 7-0 to recommend approval of the Special Use Permit, Minor Subdivision, and Vacation, subject to conditions relating to the final design, engineering, landscaping, permitting, and operation of the municipal facility.

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

3. Trustee White presented **Resolution 26-41, Authorizing and Consenting to a Cook County Class 6b Property Tax Rate Incentive Designation for the Real Property Commonly Known as 8125–8145 River Drive and 8120–8140 Lehigh Avenue, Morton Grove, Illinois, and Identified as Property Index Numbers 10-20-303-001-0000 and 10-20-303-002-0000.**
- a. Trustee White said the Resolution also establishes conditions that the Applicant must satisfy in exchange for the Village's support, including full compliance with Ordinance 26-14, approving a Subdivision for the subject property, and a Special Use Permit assigned to BBJ La Tavola, deadlines to commence and complete construction, compliance with Cook County Class 6b requirements, and ongoing reporting obligations. Failure to satisfy these conditions may result in the Village seeking termination of the Class 6b Property Tax Incentive.

Trustee White moved to approve Resolution 26-41, seconded by Trustee Minx.

Mayor Witko asked if there were any questions or comments.

- b. Trustee Khan asked Ms. Heidorn or Mr. Meyer could explain the renewal terms. Mr. Meyer said there is an option to renew near the end of the tax incentive period, but the Village does not intend to renew this project—it so states in this Resolution.
- c. Trustee Minx commented that some of the speakers had said that giving this developer \$10M is just not right, but she called to mind that when a developer wanted to take advantage of the TIF District to build "The Woodlands" development, and the Village incented the developer with a \$6M "gift." People were outraged and chastised the Board. The developer was supposed to build something but they ended up not doing it, and they wanted to keep the \$6M to build something else. Trustee Minx said she was new to the Board at that time. But, as it turns out, that particular TIF District is the most successful TIF in the State of Illinois! So the Village got something really great, and the developer....ultimately went out of business. She said the fact that this developer is investing \$30M in this project, in terms of new roads, new lighting on Lehigh, and new stormwater detention, is a meaningful commitment.

XI. TRUSTEES' REPORTS (continued)F. Trustee White: (continued)

- d. Trustee Minx continued, saying that she, too, questioned the "\$5" impact because the math just doesn't work. In her rough calculations, she came up with a \$60/year" additional tax impact. That makes more sense. She said her husband was born and raised in Morton Grove, and she herself has lived most of her life her. Her kids all grew up in town. She felt that still wanting to see the Village grow is not a bad investment at all.
- e. Trustee Minx said she thinks there is a tentative lease; she has not asked all the questions yet that she needs answered. She looked at BBJ La Tavola's operation, and said she thought that the \$40,000–\$50,000 in sales tax revenue they would generate is unique in an industrial area. She said that these are just some of the things she's been looking at and thinking about during the 18+ months that this development has been on the table.
- f. Mayor Witko clarified that one of the conditions of the Special Use Permit is that BBJ La Tavola is the leaseholder. She also said that Johnson Research Group was hired to protect the Village—not the developer and they're using realistic numbers, not "rosy" numbers. Also, she said, the fact that none of the other communities are using the 6b tool on any projects of magnitude speaks to how Morton Grove would use this tool in the future—that it has to be something of this size and benefit to the community for it to even be considered, now and for the future. Mayor Witko added, "Having been on this Board for 14 years, I have never seen a development undergo this level of scrutiny or been asked to change so many aspects of the project. This project has gone through the wringer because we all want to be comfortable with it, make sure we understand everything, so the trustees can feel confident in their vote." Mayor Witko pointed out that any money being spent on Johnson Research Group will be reimbursed by Kurv, per an agreement between Kurv and the Village.
- g. Trustee Travis asked what the benefits are of having a building that is LEED certified. Mr. Meyer said the LEED Certification is a design standard that encourages sustainability and energy conservation. It really goes to the policies we promote through the ENRC, so it's designed to be a benefit to our community and to help us achieve the goals we've established through the ENRC.

Mayor Witko then called for the vote on Resolution 26-41.

- h. Before casting her vote, Trustee Khan had some comments. She thanked Village staff for the extensive research, thoughtful analysis, and thorough explanations provided on this project. She said she understood the concerns that have been raised, but believes this proposal represents an opportunity to transform a property that has struggled for years into a significant investment in our community. This project brings a \$30M private investment, approximately 250 new jobs, and improvements to roads and utilities that will benefit not only this development, but neighboring businesses as well. Instead, the more likely alternative is continued vacancy, declining property values, and lower tax revenue over time. She said, "We understand that there are some concerns over increases in taxes, however, as presented by our staff, this will benefit Morton Grove residents and our economy."

XII. TRUSTEES' REPORTS (continued)F. Trustee White: (continued)

- i. Trustee Khan said it's the Board's responsibility to make decisions that best position Morton Grove for long-term success, and based on the information presented, she believes that approving the 6b incentive is a prudent investment that will "...encourage redevelopment, strengthen our tax base over time, and continue the positive momentum we are seeing throughout the Village. And with that being said, I vote yes for the 6b."
- j. Trustee Minx said she believes it's time the Village invest in its industrial and manufacturing areas. She said she was impressed that Kurv, in spite of all the changes asked by the Village, was willing to work together to come up with a workable project. She was further impressed by BBJ La Tavola, for sticking with Kurv through this long process. She said, "Someone once said a town needs to be a good mix of industrial, commercial, and residential." She added, "I don't want to see it be all one or the other," so she too voted for the 6b.
- k. Trustee Thill said, "Doing nothing is the worst thing we could do." He voted yes for the 6b.

Upon the vote, the **motion passes: 5 ayes, 0 nays, 1 absent.**

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

- 4. Next, Trustee White presented **Resolution 26-42, Establishing a Moratorium on Approving New Applications for Cook County Class 6b Property Tax Rate Incentive Designation.**
 - a. The Village has previously considered applications for Cook County Class 6b Property Tax Rate Incentive Designation. This designation is considered a real estate tax incentive for property owners who build, rehabilitate, enhance, and occupy property which is in Cook County and which is being used for industrial and/or commercial purposes. The Village has determined that no applications for this designation received after the effective date of the Resolution should be approved.

Trustee White moved to approve Resolution 26-42, seconded by Trustee Travis.

- b. Trustee Thill asked, "Does that mean if someone comes in, we won't even look at it?" Mr. Meyer responded that the Board can always rescind the moratorium if they so desire. Any application would have to meet a very high standard before staff would bring it before the Board. But the Board retains the ability to rescind the moratorium.

Mayor Witko called for the vote on Resolution 26-42.

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

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

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

F. Trustee White: (continued)

5. Lastly, Trustee White presented **Resolution 26-43, Authorizing an Agreement with Complimentary Café MGM LLC for the Lease of Retail Space at the Morton Grove Metra Station at 8501 Lehigh Avenue in Morton Grove, Illinois.**
- a. He explained that this Resolution authorizes the Village Administrator to execute a five-year lease agreement with Complimentary Café MGM LLC for the retail space at the Morton Grove Metra station. The lease includes two (2) optional automatic five-year renewal terms, exercisable in accordance with the terms of the agreement. Approval of the lease will activate the Metra station's retail space, enhance amenities available to transit users and the surrounding community, support the continued success of the Village's transit-oriented development area, and further the Village's economic development objectives by introducing a locally owned, community-focused business to this prominent public facility.

Trustee White moved, seconded by Trustee Thill, to approve Resolution 26-43.

- b. Trustee Thill asked what the menu would be like. A representative said they would have coffee, lattes, juice, water, muffins, empanadas, and items sourced from a local Morton Grove bakery. They'll also have a suggestion box so if community members want to see other things available, they can use the suggestion box. Complimentary Café is open to what the community wants, and they will be flexible with their offerings and their hours.

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

Tr. Khan aye
Tr. Thill aye

Tr. Minx aye
Tr. Travis aye

Tr. Shiba absent
Tr. White aye

XIII. **OTHER BUSINESS**

NONE

XIV. **WARRANTS**

Trustee Khan presented the Warrant Register for July 14, 2026 in the amount of \$1,499,728.23. She moved to approve the Warrants as presented, seconded by Trustee Minx.

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

Tr. Khan aye
Tr. Thill aye

Tr. Minx aye
Tr. Travis aye

Tr. Shiba absent
Tr. White aye

XV.

RESIDENTS' COMMENTS

1. **Nicole Espinosa, 5729 Reba Street**, wanted to thank the Village for their rodent control program. She is a pet owner and mother of a fourth generation Grover. Ms. Espinosa said she'd like to request solutions to the rodent problem other than poison traps, for example, electric traps, glue traps, or rat birth control, none of which are currently used. She said she has also noticed an absence of smaller animals, i.e., cats, raccoons, skunks, and she's wondering if they were victims of the poison traps. She said she knows that Skokie and Evanston have similar rodent problems, and she was glad to know that Morton Grove collaborates with them. She had some suggestions, for example, having an additional garbage pick-up day. Ms. Espinosa said Skokie's rodent problem got worse when they went from twice weekly garbage pick-up to once weekly. She also suggested tagging or fining owners of over-filled garbage cans. Another suggestion was to eliminate the \$75 fee to replace a garbage can, suggesting that may too much for some people to afford. Lastly, she proposed stricter enforcement on homes violating code. The rodent problem is a public health issue and possibly some of her suggestions could help diminish the problem.

Mayor Witko thanked her and said she could already see Mr. Meyer making notes to address the problem.

XVI.

ADJOURNMENT

There being no further business before the Board, Trustee Minx moved to adjourn the meeting, seconded by Trustee Khan.

Motion passes unanimously via voice vote.

The meeting adjourned at 8:05 p.m.

PASSED this 28th day of July 2026.

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

APPROVED by me this 28th day of July 2026.

Janine Witko, Village President
Board of Trustees, Morton Grove, Illinois

APPROVED and FILED in my office this 29th day of July 2026.

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

Minutes by Teresa Cousar

Legislative Summary

Resolution 26-44

AUTHORIZING AN AGREEMENT WITH AIS INTERNATIONAL FOR THREE LENOVO SR630 SERVERS TO PROVIDE COMPUTE INFRASTRUCTURE FOR THE VILLAGE

Introduction:	July 28, 2026
Purpose:	To authorize an agreement with AIS International to purchase three Lenovo SR630 servers for compute infrastructure.
Background:	The Village of Morton Grove uses compute infrastructure to support normal business operations. The Information Technology Division routinely upgrades the server hardware component of this infrastructure to ensure serviceability, performance, and capacity. The existing hardware has reached end of hardware support and software platform licensing and shall be replaced in order to provide continued technology service delivery to Village departments. The hardware will be purchased via OMNIA Partners Region 4 Cooperative Purchasing Contract #R250307 with the Region 4 of the Education Service Centers (ESC) of Texas. OMNIA Partners Cooperative is a private entity and is not directly sponsored by a government entity or an IGA and therefore it is the opinion of the Village Administrator that OMNIA does not meet the technical requirements for a cooperative procurement program exception of Section 1-9A-4-B-4 of the Village Code. However, they do provide cooperative purchasing services for governments, and in this instance the Village is utilizing a cooperatively purchased contract through the government entity of ESC Region 4 in Texas. The Village also solicited quotes from other sources and found OMNIA to be the most cost-effective option. The Village Administrator recommends that the Village Board approves a waiver from the competitive bidding process via 2/3 vote of the Board of Trustees.
Departs Affected	All Village Departments use compute infrastructure
Fiscal Impact:	\$42,849.00
Source of Funds:	02-20-25-57-2010
Workload Impact:	The Information Technology Division as part of their normal work activities will oversee and coordinate the implementation of the hardware
Administrator Recommendation	Approval as presented
Second Reading:	Not Required
Special Requirements:	This Resolution requires passage by a 2/3 vote of the Corporate Authorities in order to waive the competitive bidding requirements of Section 1-9A-4 of the Village Code

RESOLUTION 26-44

AUTHORIZING AN AGREEMENT WITH AIS INTERNATIONAL FOR THREE LENOVO SR630 SERVERS TO PROVIDE COMPUTE INFRASTRUCTURE FOR THE VILLAGE

WHEREAS, the Village of Morton Grove (Village), located in Cook County, Illinois, is a home rule government under the provision 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 utilizes compute infrastructure to support normal organizational business operations; and

WHEREAS, the infrastructure is comprised in part of physical server hardware located in Village-owned facilities; and

WHEREAS, the existing hardware infrastructure has reached end of serviceable hardware support, and/or end of software platform licensing; and

WHEREAS, hardware is routinely upgraded and updated to ensure serviceability, performance, and capacity; and

WHEREAS, the Information Technology Division developed a hardware upgrade specification; and

WHEREAS, a hardware quote was secured through the OMNIA Partners Region 4 Cooperative Purchasing Contract #R250307 TD Synnex Corporation with AIS International as authorized reseller for three Lenovo SR630 V4 server hardware and five years of hardware support for the amount of \$42,849; and

WHEREAS, the contract documents for R250307 are located at <https://www.omniapartners.com/suppliers/td-synnex/public-sector/contract-documents>; and

WHEREAS, the Village has determined that OMNIA Partners is not directly sponsored by a government entity and may not technically qualify as a cooperative procurement program; and

WHEREAS, this Resolution requires passage by a 2/3 vote of the Corporate Authorities to waive the competitive bidding requirements of Section 1-9A-4 of the Village Code.

WHEREAS the funding for the above hardware and maintenance is included in the 2026 budget in Account Number 02-20-25-57-2010; and

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

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

SECTION 2: The Village Administrator and/or his designee are hereby authorized to execute, and the Village Clerk to attest to a purchase agreement with AIS International of 1600 W. Lake Street, Suite 103B #126, Addison, IL 60101 for three Lenovo SR630 V4 Servers specified in attached quote 3106.

SECTION 3: The Corporate Authorities approve a waiver from the competitive purchasing requirement of Section 1-9A-4 of the Village Code.

SECTION 4: The Village Administrator and/or his designee are authorized to take all steps necessary to finalize negotiations, if any, for said purchase agreement.

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

Passed this 28th day of July 2026

Trustee Khan _____

Trustee Minx _____

Trustee Shiba _____

Trustee Travis _____

Trustee Thill _____

Trustee White _____

Approved by me this 28th day of July 2026

Janine Witko, Village President
Village of Morton Grove
Cook County, Illinois

Attested and Filed in my office this
29th day of July 2026

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

**AIS International**

1600 W. Lake Street
STE 103B #126
Addison IL. 60101
PH: (847) 593-2626

Quote

Date	Estimate No.
7/15/2026	3106

Name/Address
Village of Morton Grove Attn: Boyle Wong 6101 Capulina Avenue Morton Grove, IL 60053

Ship To
Village of Morton Grove 6101 Capulina Avenue Morton Grove, IL 60053

Item	Description	Qty	Rate	Total
LENSR630	Lenovo ThinkSystem SR630 V4 Rack Server 1U rack-mount chassis with ten 2.5-inch drive bays One Intel Xeon 6737P processor, 32 cores, 2.9 GHz, 270W 64GB TruDDR5 6400 MHz RDIMM memory Two 1.2TB 10K RPM 12Gb SAS hot-swap hard drives ThinkSystem RAID 940-8i controller with 4GB flash-backed cache Broadcom 57412 four-port 10GBase-T Ethernet adapter XClarity Controller advanced management license Two redundant 800W Platinum hot-swap power supplies Toolless sliding rail kit TPM 2.0 security module Five-year Lenovo Premier Support with next-business-day response	3	14,283.00	42,849.00
Total				

**AIS International**

1600 W. Lake Street
STE 103B #126
Addison IL. 60101
PH: (847) 593-2626

Quote

Date	Estimate No.
7/15/2026	3106

Name/Address
Village of Morton Grove Attn: Boyle Wong 6101 Capulina Avenue Morton Grove, IL 60053

Ship To
Village of Morton Grove 6101 Capulina Avenue Morton Grove, IL 60053

Item	Description	Qty	Rate	Total
	Cooperative Purchasing Contract: OMNIA Partners – Region 4 ESC Contract Number: R250307 Contract Holder: TD SYNEX Corporation Authorized Reseller: AIS International Pricing on this quotation is provided under OMNIA Partners Contract No. R250307. Customer purchase order must reference OMNIA Partners Contract R250307			
Total				\$42,849.00

Legislative Summary

Ordinance 26-15

APPROVING A SPECIAL USE PERMIT FOR MUNICIPAL BUILDINGS AND GOVERNMENTAL OFFICES AND OTHER FACILITIES, A MINOR SUBDIVISION, AND A VACATION FOR THE PROPERTY COMMONLY KNOWN AS 6201 DEMPSTER STREET IN MORTON GROVE, ILLINOIS

Introduction:	July 14, 2026
Purpose:	To approve a Plat of Consolidation for a Minor Subdivision, a Vacation, and Special Use Permit authorizing the renovation and redevelopment of the property commonly known as 6201 Dempster Street as a combined Village Hall and Police Department for the Village of Morton Grove.
Background:	The Village of Morton Grove ("Applicant"), submitted complete applications to the Department of Community and Economic Development, which were reviewed under Case PC 26-07, requesting approval of a Special Use Permit for municipal buildings and governmental offices and other facilities, a Minor Subdivision, and a Vacation for the property commonly known as 6201 Dempster Street ("Subject Property") to authorize the reuse and expansion of the existing office building and redevelopment of the site as a combined Village Hall and Police Department municipal facility ("Application"). The Applicant is proposing to renovate the existing approximately 37,800-square-foot office building and construct an approximately 13,442-square-foot addition to accommodate the Village's municipal operations. The proposed development includes 93 on-site accessory parking spaces, including interior garage parking, new access drives, sidewalks, landscaping, underground stormwater detention facilities, and associated site improvements. To facilitate the project, the Applicant is requesting approval of a Minor Subdivision as part of a proposed Plat of Consolidation to consolidate the existing lots into a single development parcel and a Vacation of portions of two public alleys, which will be incorporated into the Subject Property. The Application also includes waivers from certain requirements relating to signage, accessory structures, off-street parking, and landscaping to accommodate the proposed site design. On June 2, 2026, the Appearance Commission reviewed Case PC 26-07, approved an Appearance Certificate, and recommended approval of the Application with conditions. On June 4, 2026, the Traffic Safety Commission reviewed the Application, including the Traffic Impact Study prepared by Kimley-Horn, and recommended approval with comments. On June 16, 2026, the Application was presented to the Plan Commission, at which time, based upon the Application, staff report, supporting studies, and testimony presented at the public hearing, the Plan Commission voted unanimously (7-0) to recommend approval of the Special Use Permit, Minor Subdivision, and Vacation, subject to conditions relating to the final design, engineering, landscaping, permitting, and operation of the municipal facility.
Programs, Dept's, Groups Affected	Department of Community and Economic Development
Fiscal Impact:	N/A
Source of Funds:	N/A
Workload Impact:	The Minor Subdivision, Vacation, and Special Use Permit will be implemented and supervised by staff as part of their normal work activities.
Administrative Recommendation:	Approval as presented
Second Reading:	July 28, 2026
Special Considerations or Requirements:	None

Submitted by: Charles Meyer, Village Administrator

Reviewed by: Teresa Hoffman Liston, Corporation Counsel

Prepared by: Zoe Heidorn, Director of Community and Economic Development

ORDINANCE 26-15

APPROVING A SPECIAL USE PERMIT FOR MUNICIPAL BUILDINGS AND GOVERNMENTAL OFFICES AND OTHER FACILITIES, A MINOR SUBDIVISION, AND A VACATION FOR THE PROPERTY COMMONLY KNOWN AS 6201 DEMPSTER STREET IN MORTON GROVE, ILLINOIS

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

WHEREAS, 6201 Dempster Street, legally described in “**Exhibit A**”, attached hereto and made a part of this Ordinance, is 1.62-acre property comprising three lots and bisected by two public alleyways, all located within an R-3 General Residence District and a C-1 General Commercial District (“Subject Property”); and

WHEREAS, the Subject Property is currently improved with a two-story office building; and

WHEREAS, the Village of Morton Grove (“Applicant”) is the current owner of the Subject Property and has submitted complete applications under case PC 26-07 requesting approval of a special use permit, a minor subdivision, and a vacation (“Application”) to authorize reuse and redevelopment of the Subject Property as a combined Village Hall and Police Department municipal facility (“Municipal Facility”); and

WHEREAS, the Applicant has submitted the “Village of Morton Grove Plat of Consolidation,” attached hereto as “**Exhibit B**” and made a part of this Ordinance (“Plat of Consolidation”), for the Subject Property, which is subject to review as a minor subdivision pursuant to Section 12-17-1 of the Village Code because it consolidates multiple existing lots into a single legal lot without creating more than two buildable lots or requiring the construction of new public streets; and

WHEREAS, the Applicant has submitted an application requesting the vacation of select portions of public alley right-of-way pursuant to Section 12-9-5 of the Village Code (“Vacation”), and because the Village of Morton Grove is the sole abutting property owner, the vacated right-of-way will be conveyed to and incorporated into the Subject Property as part of the Plat of Consolidation; and

WHEREAS, “municipal buildings” are a Special Use in the R-3 District and “governmental offices and other facilities” are a Special Use in the C-1 District; and

WHEREAS, the Application includes a request for a special use permit for municipal buildings and governmental offices and other facilities at the Subject Property (“Special Use Permit”) to authorize renovation of the existing 37,800-square-foot office building and construction of an approximately 13,442-square-foot addition, 93 on-site accessory parking spaces, including interior garage spaces, accessways, landscape areas, and underground detention facilities for the operation of the Municipal Facility (“Project”); and

WHEREAS, in order to authorize the development as presented, the Application includes requests for waivers to Section 12-2-6 for accessory structures, Section 12-3-5 for fencing, Chapter 12-11 for landscaping, Section 12-7-3 for off-street parking, and Section 10-10-7 for signage; and

WHEREAS, on June 2, 2026, the Appearance Commission reviewed the Application, approved an Appearance Certificate for proposed improvements that authorized associated waivers, and recommended approval of the Application with conditions; and

WHEREAS, on June 4, 2026, the Traffic Safety Commission (TSC) reviewed the Application, including the plans and traffic and parking study, and recommended approval with comments; and

WHEREAS, pursuant to the applicable provisions of the Municipal Code, public notice for a public hearing on the Application to be held on June 16, 2026, was published in the *Morton Grove Champion*, a newspaper of general circulation in the Village of Morton Grove, on May 28, 2026, written notification was sent to property owners within 250 feet of the subject property on May 28, 2026, and a sign was posted on the Subject Property on May 28, 2026, as required by ordinance; and

WHEREAS, pursuant Section 12-16-4:C, the Plan Commission may recommend conditions and restrictions related to the construction, location, and operation of a Special Use as part of its recommendation for approval; and

WHEREAS, at the June 16, 2026, public hearing, the Village’s Plan Commission heard the Applicant’s presentation and reviewed the Application, at which time all concerned parties were given the opportunity to be present and express their views for the consideration by the Plan Commission; and

WHEREAS, the Village’s Plan Commission considered all the evidence and testimony presented to it, discussed the merits of the Application in light of applicable law, including the Standards for Subdivision established in Section 12-16-4:D.3 and the Standards for Special Use established in Section 12-16-4:C.5 of the Unified Development Code, and voted unanimously (7-0) to recommend approval of the Application, subject to conditions, restrictions, and requirements contained in the report of the Plan Commission, dated July 7, 2026, which was presented to the

Village Board on July 14, 2026, and a copy of that report is contained in “**Exhibit C**”, attached to and made a part of this Ordinance; and

WHEREAS, pursuant to the provisions of the Village’s Unified Development Code, the Corporate Authorities have determined that the proposed Plat of Consolidation, Vacation, and Special Use Permit should be approved, subject to the provisions, conditions, and restrictions contained in this Ordinance.

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

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

SECTION 2. Approval of Plat of Consolidation, Vacation, and Special Use Permit. The Corporate Authorities hereby approve the Plat of Consolidation and Vacation and and grant a Special Use Permit to authorize renovation of the existing 37,800-square-foot office building at the Subject Property and construction of an approximately 13,442-square-foot addition, 93 on-site accessory parking spaces, including interior garage spaces, accessways, landscape areas, and underground detention facilities for the operation of a combined Village Hall and Police Department for the Village of Morton Grove and authorize select variations, with the following conditions and restrictions, which shall be binding on the owners/lessees, occupants and users of this property, their successors and assigns. The Special Use Permit approval shall include the following waivers:

- A. Waiver to Section 10-10-7 for wall signage;
- B. Waiver to Section 12-2-6 for accessory structures and parking spaces;
- C. Waiver to Section 12-7-3 for off-street parking;
- D. Waiver to Section 12-11-2 for landscaping area and trees in the public right-of-way; and
- E. Waiver to Section 12-11-4 for parking lot landscaping.

SECTION 3. Conditions. The Plat of Consolidation, Vacation, and Special Use Permit shall be subject to the following conditions:

- A. The site, improvements, and building, including building footprint, shall be improved and operated consistent with the plans and supporting documents and modifications as finalized and specifically approved in writing by the Village Administrator or his designee, including the following, provided, however, that the Architectural Site Plan (Sheet Z0.10), prepared by FGM Architects and dated May 21, 2026, shall control with

respect to the location of buildings, parking, access drives, sidewalks, landscaping, and other site improvements in the event of any inconsistency with the other approved plans or supporting documents:

1. Special Use Application, submitted by Charles L. Meyer, Village Administrator, Village of Morton Grove, dated May 11, 2026;
2. Subdivision Application, submitted by Charles L. Meyer, Village Administrator, Village of Morton Grove, dated May 11, 2026;
3. Vacation Application, submitted by Charles L. Meyer, Village Administrator, Village of Morton Grove, dated May 11, 2026;
4. Special Warranty Deed, 6201 Dempster Street, in favor of Village of Morton Grove
5. ALTA/NSPS Land Title Survey for 6201 Dempster Street, prepared by Gremley & Biedermann, a Division of PCLS Corporation, dated June 19, 2023;
6. Village of Morton Grove Plat of Consolidation, prepared by Webster, McGrath & Ahlberg Ltd., dated April 28, 2026;
7. Architectural Site Plan (Z0.10), prepared by FGM Architects, dated May 21, 2026;
8. Existing Conditions Plan (C-1.1), prepared by FGM Architects, dated November 13, 2025;
9. Site Demolition Plan (C-1.2), prepared by FGM Architects, dated November 13, 2025;
10. Paving and Layout (C-2), prepared by FGM Architects, dated November 13, 2025;
11. Grading Plan (C-3), prepared by FGM Architects, dated November 13, 2025;
12. Utility Plan (C-4), prepared by FGM Architects, dated November 13, 2025;
13. Erosion Control Plan (C-4), prepared by FGM Architects, dated November 13, 2025;
14. Architectural Site Plan (Z0.10, with Parking Plan Overlay), prepared by FGM Architects and Village Staff, dated May 21, 2026;
15. Parking Plan, prepared by FGM Architects and Village Staff, dated May 21, 2026;
16. Accessible Parking, Bicycle Parking, and Pedestrian Access Plan, prepared by FGM Architects and Village Staff, dated May 21, 2026;
17. Auto Turn (AT-1), prepared by FGM Architects, dated November 13, 2025;
18. Refuse Vehicle Auto Turn Exhibits (Fernald Avenue & New Public Alley, Morton Grove, IL) (2 sheets), prepared by Kimley-Horn;
19. Ground Mounted Utilities & Screening, prepared by FGM Architects and Village

Staff, dated May 21, 2026;

20. Fire Hydrants & Fire Department Connection Plan, prepared by FGM Architects, dated November 13, 2025;

21. Exterior Elevations (Z2.00), prepared by FGM Architects, dated May 7, 2026

22. Renderings (View A – Day, View A – Night, View B, View C, 3 sheets), prepared by FGM Architects, dated 2026;

23. Materials Palette, prepared by FGM Architects, dated 2026;

24. Electrical Site Photometric (E0.02 – E0.08, 6 sheets), prepared by FGM Architects & Millies Engineering Group, dated February 23, 2026;

25. Landscape Plan (L-1), prepared by FGM Architects, dated May 22, 2026;

26. Exterior Details (Z2.01), prepared by FGM Architects, dated May 7, 2026;

27. Dimension Plan (Z1.20, Z1.21A, Z1.21B, Z1.22, 4 sheets), prepared by FGM Architects, dated May 7, 2026;

28. Village Hall & Police Department Traffic Impact Study, prepared by Kimley-Horn, dated April 2026;

Any change to the site or building may subject the Applicant or subsequent owners, lessees, occupants, and users of the Subject Property to additional conditions and may serve as the basis for amendment to the Special Use Permit.

- B. The Subject Property shall be developed and operated consistent with all representations, assertions, and testimony provided by the Applicant and their representatives at the public hearing before the Plan Commission on June 16, 2026. Any inconsistencies in development or operation, as determined by the Village Administrator or his/her designee, may serve as the basis for amendment to or revocation of the Special Use Permit.
- C. The Applicant shall retain such easements for the benefit of public utilities as may be determined necessary and appropriate during the final design and engineering phase of the project, in coordination with the applicable utility providers. Any required easement plat or related agreement shall be subject to final review and approval by the Village Engineer and Village Administrator.
- D. The proposed modifications and improvements associated with the adjacent single-family residential properties, including but not limited to fencing, landscaping, walkway modifications, gates, and relocated access points, be incorporated into the final approved site plan, subject to review and approval by the affected property owners and the Village

- Administrator. The installation of such improvements shall be completed by the Village at its sole expense prior to issuance of a final certificate of occupancy for the project, or at such other time as may be mutually agreed upon by the respective property owners and the Village. To the extent any waiver, variation, or modification from the requirements of the Village Code is reasonably necessary to facilitate the installation of such improvements as contemplated by the approved Application and plans, such waiver, variation, or modification is hereby approved as part of this Ordinance, subject to review and approval by the Village Administrator to ensure consistency with the intent of the approved Application.
- E. A ten-foot sight line triangle shall be provided at the southwest corner of the secure Police Department parking lot perimeter fencing, subject to final review and approval by the Village Administrator.
 - F. Prior to filing any permit application, the Applicant shall provide the Village with site plan and building specifications for review and approval. Site plan and building specifications must be deemed consistent with the approved materials and Appearance Commission discussion, as determined by the Director of Community and Economic Development and Appearance Commission Chairperson. If such designs are deemed to be inconsistent with the approved materials or discussion with the Appearance Commission, or are deemed to be of a lower quality than the approved materials, then the applicant will be required to file an application for an amendment to the Appearance Certificate.
 - G. The applicant shall submit a final landscape plan depicting final proposed plantings and related landscape improvements for review and approval by the Appearance Commission. The applicant shall install such plantings and related improvements prior to issuance of a certificate of occupancy, unless otherwise approved by the Appearance Commission.
 - H. Illuminated signage and other illuminating features on the property may not exceed 5,000K (degrees Kelvin).
 - I. Four (4) trees shall be planted by the Applicant within the public right of way with preference given to locations in proximity to the subject property, subject to review and approval by the Director of Community and Economic Development and Director of Public Works.

- J. The Applicant shall explore opportunities to break up the building addition's blank wall areas along the east elevation through the incorporation of vertical landscaping, public art, architectural treatments, or similar design elements intended to enhance visual interest, subject to review and approval by the Director of Community and Economic Development.
- K. The Applicant shall evaluate the potential installation of a stop sign at the intersection of the new alley segment and the Fernald Avenue sidewalk to require vehicles to stop prior to entering the sidewalk and alley apron area. If determined to be warranted and feasible, the stop sign shall be installed accordingly in conformance with Village standards.
- L. The Village shall evaluate the feasibility of installing security warning lights at the vehicular gates serving the secure Police Department parking area and associated access drives to provide pedestrians with advance warning of vehicles entering and exiting the property at these locations. If determined to be feasible, such warning lights shall be installed accordingly.
- M. To ensure that snow removal operations are adequately planned and coordinated, the applicant shall prepare a snow removal and storage plan, subject to review and approval by the Public Works Director.
- N. Prior to the issuance of a building permit, the applicant shall submit all turning path diagrams requested by the Fire Prevention Bureau Coordinator, Director of Community and Economic Development, and Village Engineer, subject to the review and approval of the Village Administrator.

SECTION 4. Village Records. The Village Clerk is hereby authorized and directed to amend all pertinent records of the Village of Morton Grove to show and designate the Plat of Consolidation, Vacation, and Special Use Permit as granted hereunder.

SECTION 5. Failure to Comply with Conditions. Upon failure or refusal of the Applicant to comply with any or all of the conditions, restrictions or provisions of this Ordinance, the Corporate Authorities may initiate the revocation of the Plat of Consolidation and Special Use Permit granted in this Ordinance, in accordance with process and procedures established in the Unified Development Code.

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

PASSED this 28th day of July 2026.

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

APPROVED by me this 28th day of July 2026.

Janine Witko, Village President
Village of Morton Grove
Cook County, Illinois

APPROVED and FILED in my office this 29th day of July 2026.

Amy Raffel, Deputy Village Clerk
Village of Morton Grove
Cook County, Illinois

LIST OF EXHIBITS

- | | |
|------------------|--|
| EXHIBIT A | Legal Description, 6201 Dempster Street, Morton Grove, Illinois |
| EXHIBIT B | Village of Morton Grove Plat of Consolidation, Prepared By Webster, Mcgrath & Ahlberg Ltd., dated April 28, 2026 |
| EXHIBIT C | Plan Commission Report for PC 26-07, dated July 7, 2026 |

EXHIBIT A

**6201 DEMPSTER STREET,
MORTON GROVE, ILLINOIS 60053**

LEGAL DESCRIPTION:

PARCEL 1: LOTS 1, 2, 3, 4, 5, 16 AND 17 IN BLOCK 6 IN THE SUBDIVISION OF LOTS 4, 5, AND 6 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 1/4 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 RAILWAY), IN COOK COUNTY, ILLINOIS.

PARCEL 2: LOT 1 IN THE RESUBDIVISION OF LOTS 6 TO 9 IN BLOCK 6 IN THE SUBDIVISION OF LOTS 4, 5 AND 6 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 1/4 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 RAILWAY), IN COOK COUNTY, ILLINOIS.

PROPERTY INDEX NUMBERS:

10-20-104-040-0000
10-20-104-041-0000
10-20-104-003-0000
10-20-104-004-0000
10-20-104-005-0000
10-20-104-006-0000
10-20-104-007-0000
10-20-104-021-0000
10-20-104-022-0000

EXHIBIT B

**VILLAGE OF MORTON GROVE PLAT OF CONSOLIDATION
PREPARED BY WEBSTER, MCGRATH & AHLBERG LTD.**

Dated April 28, 2026

ILLINOIS DEPARTMENT OF TRANSPORTATION CERTIFICATE

THIS PLAT HAS BEEN APPROVED BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION WITH RESPECT TO ROADWAY ACCESS PURSUANT OF §2 OF "AN ACT TO REVISE THE LAW IN RELATION TO PLATS," AS AMENDED. A PLAN THAT MEETS THE REQUIREMENTS CONTAINED IN THE DEPARTMENT'S "POLICY ON PERMITS FOR ACCESS DRIVEWAYS TO STATE HIGHWAYS" WILL, BE REQUIRED BY THE DEPARTMENT.

ANTHONY J. QUIGLEY, P.E.
REGION ONE ENGINEER

VILLAGE BOARD CERTIFICATE

STATE OF ILLINOIS
COUNTY OF DUPAGE) SS

IN ACCORDANCE WITH (RESOLUTION/ORDINANCE) NO. _____, THIS PLAT WAS HEREBY ACCEPTED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MORTON GROVE, ILLINOIS, AT A MEETING HELD ON _____ DAY OF _____ A.D., 20____

BY: _____
VILLAGE PRESIDENT

ATTEST: _____
VILLAGE CLERK

SURFACE WATER DRAINAGE CERTIFICATE

STATE OF ILLINOIS
COUNTY OF DUPAGE)SS

WE HEREBY CERTIFY TO THE BEST OF OUR KNOWLEDGE AND BELIEF THAT ADEQUATE PROVISIONS HAVE BEEN MADE FOR THE DIVERSION AND DETENTION OF SURFACE WATERS INTO PUBLIC AREAS OR DRAINS WITHIN THE RIGHTS OF THE SUBDIVIDER AND THAT SUCH SURFACE WATER WILL NOT BE DEPOSITED ON ADJACENT LAND OWNERS' PROPERTY IN SUCH CONCENTRATION THAT MAY CAUSE DAMAGE BY EROSION OR SEDIMENTATION TO SUCH PROPERTY BECAUSE OF CONSTRUCTION OF THE SUBDIVISION.

BY: _____ DATED: _____
OWNER

BY: _____ DATED: _____
ILLINOIS PROFESSIONAL ENGINEER

OWNER AND NOTARY CERTIFICATE

STATE OF ILLINOIS
COUNTY OF DU PAGE) SS

THIS IS TO CERTIFY THAT _____ AS OWNER OF THE PROPERTY DESCRIBED IN THE ANNEXED PLAT, HAS CAUSED THE SAME TO BE PLATTED AS INDICATED HEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

WE FURTHER CERTIFY THAT THE PROPERTY HEREIN CONSOLIDATED LIES WITHIN SCHOOL DISTRICTS: _____

DATED AT _____ ILLINOIS, THIS _____ DAY OF _____ A.D., 20____

BY: _____
TITLE: _____

ATTEST: _____
TITLE: _____

STATE OF ILLINOIS
COUNTY OF _____) SS

I, _____, A NOTARY PUBLIC IN AND FOR

SAID COUNTY IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT _____ AND _____ OF _____ PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH _____ AND _____ APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID CORPORATION, FOR THE USES AND PURPOSES THEREIN SET FORTH AND THE SECRETARY DID ALSO THEN AND THEREAFTER ACKNOWLEDGE THAT HE, AS CUSTODIAN OF THE CORPORATE SEAL OF SAID CORPORATION, DID AFFIX SAID CORPORATE SEAL TO SAID INSTRUMENT AS HIS OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID CORPORATION, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL AT _____, ILLINOIS, THIS _____ DAY OF _____ A.D., 20____

BY: _____
NOTARY PUBLIC

MY COMMISSION EXPIRES _____

GENERAL NOTES

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT WHICH WOULD INCLUDE AN INSURED LEGAL DESCRIPTION, DISCLOSE EASEMENTS, ROADWAY DEDICATIONS AND RESTRICTIONS.

NO SEARCH OF RECORDS FOR EASEMENTS OR ENCUMBRANCES WAS DONE BY THE SURVEYOR.

FOR BUILDING LINES, EASEMENTS AND OTHER RESTRICTIONS, REFER TO THE OWNER'S DEED, TITLE POLICY AND LOCAL ZONING ORDINANCES.

BUILDING TIES ARE TO THE STONE FACADE

FIELDWORK COMPLETED 9-26-2025.

VILLAGE BOARD CERTIFICATE

STATE OF ILLINOIS
COUNTY OF DUPAGE) SS

APPROVED BY THE VILLAGE ENGINEER OF THE VILLAGE OF MORTON GROVE ON THIS DAY OF _____ A.D., 20____

BY: _____
VILLAGE ENGINEER

AREA TO BE CONSOLIDATED

73,947 SQUARE FEET OR 1.70 ACRES

P.I.N.

10-20-104-003
10-20-104-004
10-20-104-005
10-20-104-006
10-20-104-007 PART OF OFF
10-20-104-021
10-20-104-022
10-20-104-040

VILLAGE OF MORTON GROVE
PLAT OF CONSOLIDATION

IN PART OF THE SECTION 20, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

SURVEYOR CERTIFICATE

STATE OF ILLINOIS
COUNTY OF DUPAGE)SS

THIS IS TO CERTIFY THAT WEBSTER, McGRATH AND AHLBERG, LTD., HAVE SURVEYED AND CONSOLIDATED THE FOLLOWING PROPERTY:
PARCEL 1:

LOTS 16 AND 17 IN THE SUBDIVISION OF LOTS 4, 5 AND 6 OF HENNING'S SUBDIVISION OF LOTS 42 AND 43 TOGETHER WITH THE NORTH 16.00 FEET OF LOT 44 OF THE 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 RAILWAY ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 18, 1922 AS DOCUMENT NUMBER 7684267, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 3 AND THE WEST 2.43 FEET OF LOT 2 (EXCEPT THE NORTH 7.00 FEET THEREOF) IN THE SUBDIVISION OF LOTS 4, 5 AND 6 OF HENNING'S SUBDIVISION OF LOTS 42 AND 43 TOGETHER WITH THE NORTH 16.00 FEET OF LOT 44 OF THE 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 RAILWAY ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 18, 1922 AS DOCUMENT NUMBER 7684267, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOT 2 (EXCEPT THE EAST 38 FEET AND THE WEST 2.43 FEET THEREOF AND, EXCEPT THE NORTH 7.00 FEET THEREOF) IN THE SUBDIVISION OF LOTS 4, 5 AND 6 OF HENNING'S SUBDIVISION OF LOTS 42 AND 43 TOGETHER WITH THE NORTH 16.00 FEET OF LOT 44 OF THE 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 RAILWAY ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 18, 1922 AS DOCUMENT NUMBER 7684267, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THE EAST 38 FEET OF LOT 2 AND LOT 1 (EXCEPT THE NORTH 7.00 FEET THEREOF) AND LOTS 4 AND 5 IN THE SUBDIVISION OF LOTS 4, 5 AND 6 OF HENNING'S SUBDIVISION OF LOTS 42 AND 43 TOGETHER WITH THE NORTH 16.00 FEET OF LOT 44 OF THE 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 RAILWAY ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 18, 1922 AS DOCUMENT NUMBER 7684267, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

LOT 1, EXCEPT THE SOUTH 24 FEET OF LOT 1, IN RESUBDIVISION OF LOTS 6, 7, 8 AND 9 OF A PART OF A RESUBDIVISION OF BLOCK 6 OF HENNING'S SUBDIVISION OF LOTS 42 AND 43 OF COUNTY CLERK'S DIVISION OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 10, 1924 AS DOCUMENT NUMBER 8701053, IN COOK COUNTY, ILLINOIS.

ALSO:

ALL OF THE EAST-WEST ALLEY LYING SOUTH OF AND ADJACENT TO LOTS 1, 2 AND 3 IN BLOCK 6 OF THE SUBDIVISION OF LOTS 4, 5 AND 6 OF HENNING'S SUBDIVISION OF LOTS 42 AND 43 TOGETHER WITH THE NORTH 16.00 FEET OF LOT 44 OF THE 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 RAILWAY ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 18, 1922 AS DOCUMENT NUMBER 7684267, IN COOK COUNTY, ILLINOIS

TOGETHER WITH:

THAT PART OF THE NORTH-SOUTH ALLEY LYING EAST OF AND ADJACENT TO LOTS 4 AND 5 IN BLOCK 6 OF THE SUBDIVISION OF LOTS 4, 5 AND 6 OF HENNING'S SUBDIVISION OF LOTS 42 AND 43 TOGETHER WITH THE NORTH 16.00 FEET OF LOT 44 OF THE 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 RAILWAY ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 18, 1922 AS DOCUMENT NUMBER 7684267, AND THAT PART OF THE NORTH-SOUTH ALLEY LYING EAST OF AND ADJACENT TO LOT 1, EXCEPT THE SOUTH 24 FEET THEREOF, IN THE RESUBDIVISION OF LOTS 6, 7, 8 AND 9 OF A PART OF A RESUBDIVISION OF BLOCK 6 OF HENNING'S SUBDIVISION OF LOTS 42 AND 43 OF COUNTY CLERK'S DIVISION OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 10, 1924 AS DOCUMENT NUMBER 8701053 IN COOK COUNTY, ILLINOIS.

WE FURTHER CERTIFY THAT THE PROPERTY SHOWN ON THE PLAT HEREON DRAWN IS WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF MORTON GROVE, WHICH HAS AUTHORIZED A COMPREHENSIVE PLAN AND WHICH IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE 11 OF THE ILLINOIS MUNICIPAL CODE AS HERETOFORE AND HEREAFTER AMENDED.

WE FURTHER CERTIFY THAT THIS PROPERTY IS WITHIN ZONE "UNSHADED" X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS DESIGNATED BY THE FLOOD INSURANCE RATE MAP (F.I.R.M.) FOR VILLAGE OF MORTON GROVE, ILLINOIS, MAP NUMBER 17043C0241 J, WITH AN EFFECTIVE DATE OF AUGUST 8, 2008.

ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF.

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

GIVEN UNDER MY HAND AND CORPORATE SEAL AT WHEATON, ILLINOIS, THIS _____ DAY OF _____ A.D., 20____.

WEBSTER, McGRATH AND AHLBERG, LTD.

BY: _____

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3561
LICENSE EXPIRATION DATE: NOVEMBER 30, 2028
2100 MANCHESTER ROAD, SUITE 203
WHEATON, ILLINOIS 60187
PHONE: (630) 668-7603
JOELV@WMALTD.COM

LINE LEGEND

————— = BOUNDARY LINE
————— = LOT LINE
- - - - - = SETBACK LINE
- - - - - = EASEMENT LINE

Rev	Date	Description	By	PLAT OF CONSOLIDATION			
				LOCATION:			
				6201 DEMPSTER ST. MORTON GROVE, ILLINOIS			
				PREPARED FOR: FGMA 1 WESTBROOK CORPORATE CENTER SUITE 1000 WESTCHESTER, ILLINOIS 60154 PHONE: 630.574.8300			
				JOB #:	DATE:	SCALE:	
				45149	4-28-2026	1"=20'	
				SURV:	DRAWN:	DESIGN:	
				JCV	JCV	XXX	
				FILE #:	COOK CO, 20-41-13	SHEET #:	
						1 of 1	
				SDATES			
				STIMES			

SFILES

EXHIBIT C

PLAN COMMISSION REPORT FOR PC 26-07

Dated July 7, 2026

To: Village President and Board of Trustees

From: Chris Kintner, Plan Commission Chairperson
Charles Meyer, Village Administrator
Teresa Hoffman Liston, Corporation Counsel
Zoe Heidorn, Director of Community & Economic Development

Date: July 7, 2026

Re: Plan Commission Case PC 26-07: Requesting approval of a Special Use Permit for municipal buildings and governmental offices and other facilities in accordance with Sections 12-4-2:C and 12-4-3:D, a Minor Subdivision in accordance with Chapter 12-8, and a Vacation in accordance with Section 12-9-5 for the property commonly known as 6201 Dempster Street in Morton Grove, Illinois (PIN 10-20-104-040-0000, 10-20-104-041-0000, 10-20-104-003-0000, 10-20-104-004-0000, 10-20-104-005-0000, 10-20-104-006-0000, 10-20-104-007-0000, 10-20-104-021-0000, and 10-20-104-022-0000), all within a C-1 General Commercial District and an R-3 General Residence District with waivers for accessory structures (Section 12-2-6), fences (Section 12-3-5), landscaping (Chapter 12-11), off-street parking (Chapter 12-7), and signage (Chapter 10-10). The Applicant is the Village of Morton Grove.

Executive Summary

The Village of Morton Grove ("Applicant") submitted a complete application to the Department of Community and Economic Development requesting approval of (i) a Special Use Permit for "governmental offices and other facilities" and "municipal buildings" in accordance with Sections 12-4-2:C and 12-4-3:D, respectively, (ii) a Minor Subdivision in accordance with Chapter 12-8, and (iii) a Vacation in accordance with Section 12-9-5 for the property commonly known as 6201 Dempster Street ("Subject Property") under Case PC 26-07 ("Application"). The Subject Property is split zoned C-1 General Commercial and R-3 General Residence, and the Applicant is not proposing any change to the existing zoning classifications.

The Applicant is proposing to reuse and expand an existing 37,800-square-foot office building formerly operated as a bank branch for use as a combined village hall and police department facility for the Village of Morton Grove, Illinois ("Municipal Facility"). The Municipal Facility will house and support the operation of the Village's Police Department, Administration, Finance Department, and Department of Community and Economic Development, including Building and Inspectional Services. These departments and operations will be relocated from the Village's existing Richard T. Flickinger Municipal Center at 6101 Capulina Avenue, approximately four (4) blocks southeast of the Subject Property.

The Applicant acquired the Subject Property in December 2024. The Fifth Third Bank branch formerly operating on the Subject Property continued its operation under a Village lease agreement but has since relocated to a newly constructed bank branch building directly across the street at 6210 Dempster Street. The relocation was completed pursuant to a coordinated real estate transaction between the Village, the Morton Grove Park District, and Fifth Third Bank that allowed the Village to acquire the Subject Property for long-term municipal use and Fifth Third to maintain continuous operation in the area. Following completion of the necessary entitlement and permitting processes, the Village plans to begin construction and renovation activities for the Municipal Facility in 2027 and anticipates project completion and relocation in 2028.

On June 2, 2026, the Appearance Commission reviewed the Application and unanimously approved (6-0) an Appearance Certificate for the proposed project and forwarded a recommendation of approval of case PC 26-07 to the Plan Commission. The Applicant also presented the Application to the Traffic Safety Commission (TSC) at their June 4, 2026, meeting. The Commissioners discussed the proposed operations at the Subject Property and related traffic and parking impacts. After hearing all testimony and considering the Application, the Commission voted unanimously (5-0) to recommend approval.

On June 16, 2026, the Plan Commission conducted a duly noticed public hearing to consider Case PC 26-07. Public notice of the hearing was provided in accordance with the Village Code, and all interested persons were afforded an opportunity to

provide testimony and comment. Following its review of the Application, the Applicant's presentation, the staff report, and all public testimony, the Plan Commission deliberated and unanimously voted (7-0) to recommend approval of the Application, subject to conditions relating to project design and site operations.

Application Overview

The 70,671-square-foot (1.622-acre) Subject Property is bound by Fernald Avenue on the west, Dempster Street on the north, and Georgiana Avenue on the east. The Subject Property is currently bisected by two alleyways that intersect in a "T" configuration near the midpoint of the site, resulting in the creation of three separate noncontiguous parcels. Including the public alley right of way, the subject property measures 72,517 square feet (1.664 acres).

The subject property is split-zoned C-1 General Commercial and R-3 General Residence. Properties to the west, across Fernald Avenue, are zoned C-1 and R-3 and improved with a multi-tenant commercial building and townhomes, respectively. Properties to the north, across Dempster Street, are zoned C-1 and R-1 Single-Family Residence and improved with a bank branch building and park district facilities, respectively. Properties to the east, across Georgiana Avenue, are zoned C-1 and R-2 Single Family Residence and improved with an automotive repair shop and single-family homes, respectively. To the south are abutting properties zoned R-3 General Residence and improved with single-family homes.

Minor Subdivision: The submitted "Village of Morton Grove Plat of Consolidation" is subject to review as a minor subdivision because it alters existing property boundaries by consolidating multiple parcels into a single legal lot. Pursuant to Section 12-17-1 of the Village Code, a minor subdivision includes a subdivision fronting on an existing street that does not create more than two (2) buildable lots or require new public streets. Because the proposed Plat of Consolidation meets this definition, it may be considered and approved by the Village Board as a final plat without separate preliminary plat approval. The Plat of Consolidation will: (1) vacate portions of the existing public alley right-of-way and incorporate those areas into the Subject Property; (2) consolidate the vacated right-of-way with the three existing parcels comprising the Subject Property; and (3) dedicate a portion of the Subject Property to the Village for future use as a public alley.

Vacation: The proposed Plat of Consolidation also includes the vacation of portions of an existing public alley right-of-way pursuant to Section 12-9-5 of the Village Code. Because the Village of Morton Grove is the sole abutting property owner, the proposed vacation would transfer the vacated right-of-way to the Subject Property. The Applicant submitted all materials required for review under Section 12-9-5.1, which Village staff has reviewed and determined to be complete. Accordingly, and pursuant to Section 12-9-5.2, staff has provided certain recommendations regarding the proposed vacation.

Special Use Permit: The Applicant is seeking a Special Use Permit to renovate the existing 37,800-square-foot office building at the Subject Property and construct a 13,442-square-foot addition to create a combined Village Hall and Police Department facility. The proposed Municipal Facility will house the Village's Police Department, Administration, Finance Department, and Department of Community and Economic Development. The site plan preserves the existing building orientation along Dempster Street, provides public and employee parking, establishes a secure Police Department parking area, and reconfigures the existing alley system to improve site functionality while maintaining public access.

The proposed development complies with the dimensional requirements of the C-1 General Commercial District. To accommodate the operational needs of the Municipal Facility, the Applicant requests three waivers from Section 12-2-6 to permit reduced setbacks for accessory parking, allow accessory parking within the Fernald Avenue street side yard, and permit a detached trash enclosure within the required street side yard. Staff finds the requested waivers are necessitated by the unique configuration of the Subject Property, are appropriately screened or buffered, and are not anticipated to create significant adverse impacts on surrounding properties.

The site has been designed to minimize impacts on adjacent residential properties by concentrating public activity along the Dempster Street frontage and locating secure Police Department operations toward the interior and southern portions of the site. In response to input from neighboring property owners, the site plan was revised to increase the separation between the proposed public alley and the residence at 8721 Fernald Avenue, with the Village proposing new privacy fencing and additional buffering. Similar improvements are proposed at 8722 Georgiana Avenue to maintain residential access and privacy, resulting in a development that is compatible with the surrounding neighborhood while meeting the Village's long-term operational needs.

The Applicant submitted a traffic and parking impact study prepared by Kimley-Horn, which concludes that the proposed Municipal Facility will have minimal impacts on the surrounding roadway network, generating less than two percent (2%) of traffic at the Dempster Street and Fernald Avenue intersection and allowing all study intersections to continue operating at acceptable levels of service without requiring off-site improvements. The proposed site plan provides 93 on-site parking spaces and a total of 102 dedicated parking spaces, which staff finds adequate to accommodate employees, fleet vehicles, and visitors, and includes bicycle parking to encourage alternative transportation. Although minor deviations from the Village's parking lot design standards are proposed within secure and operationally constrained areas, the Village Engineer has determined they will not create operational issues.

Commission Review

Appearance Commission

On June 2, 2026, the Appearance Commission reviewed the Application and unanimously approved (6-0) an Appearance Certificate for the proposed project and forwarded a recommendation of approval of case PC 26-07 to the Plan Commission. The staff report to the Appearance Commission is attached hereto as "**Attachment A**." The Appearance Commission provided comments and conditions of approval, which are incorporated into the proposed conditions of the Special Use Permit.

Traffic Safety Commission

In accordance with Section 12-16-4 of the Unified Development Code, the Applicant appeared before the Traffic Safety Commission (TSC) at their June 4, 2026, meeting. The Commissioners discussed the Applicant's proposed operations at the Subject Property and related traffic and parking impacts. After hearing all testimony and considering the Application, the Commission voted unanimously (5-0) to recommend approval with comments, which are attached hereto as "**Attachment B**." The Commission's comments were forwarded to the Plan Commission for consideration and have been incorporated into the recommended conditions of approval.

Departmental Review

Building and Inspectional Services, the Police Department, the Fire Department, and Public Works/Engineering were provided several advance opportunities to review and comment on the proposed plans. All comments issued during that review have been addressed through site plan modifications prior to submittal of the application. Any remaining minor issues that may arise in final design and engineering will be addressed through the permitting process.

- **Building & Inspectional Services:** No comments.
- **Police Department:** No comments.
- **Fire Department:** No comments.
- **Public Works Department/Engineering:** No comments.

Plan Commission Public Hearing

The Village provided Public Notice for the June 16, 2026, Plan Commission public hearing for PC 26-07, to be held at a regular meeting of the Plan Commission, in accordance with the Unified Development Code. The Morton Grove Champion published a public notice on May 28, 2026. The Village notified surrounding property owners via mail on May 28, 2026, and placed a public notice sign on the Subject Property on May 28, 2026.

Plan Commission – June 16, 2026, Proceedings: Seven (7) members of the Plan Commission attended the public hearing for Case PC 26-07 held on June 16, 2026.

*Zoe Heidorn, Director of Community and Economic Development, provided a brief introduction to the Application. The staff report dated June 10, 2026, and attached hereto as "**Attachment C**," was entered into the public record.*

Ms. Heidorn said that in the case of PC 26-07, the Applicant is requesting approval of a Special Use Permit for "governmental offices and other facilities" and "municipal buildings," (ii) a Minor Subdivision, and (iii) a Vacation for the property commonly known as 6201 Dempster, which the Village purchased in 2024. Ms. Heidorn explained that she would introduce the case and represent the Village as applicant along with the consulting team. In attendance at the meeting were Mark Price and Louise Gruener of FGM Architects and Justin Opitz of Kimley-Horn. Ms. Heidorn and the consultant team were sworn in and provided

the following overview of the project:

Project Overview and Timeline

- The project involves expanding an existing office building to create a combined Village Hall and Police Department on a 1.62-acre site.
- Construction is planned for 2027 and 2028, with occupancy expected in 2028.
- The project aims to maintain continuous village operations during construction and optimize site access and functionality.
- Design engineering and permitting are scheduled for 2026.

Site Plan and Access Features

- West of the existing building and future addition, the proposed site plan includes public and employee parking to the north and a secure police lot to the south.
- New public alley dedication and vacation of existing alleys are part of the proposed plan.
- Vehicular access points are from Fernald Avenue and Georgiana Avenue, and the site makes use of the signalized intersection at Dempster Street and Fernald Avenue.
- The plan takes advantage of existing traffic signalization for efficient access, is located along the Dempster Street Pulse bus rapid transit line, and includes bicycle racks.

Architectural and Material Details

- The building exterior will feature face brick in Endicott Manganese Ironspot and aluminum composite panels.
- Black metal coping will be used for roof edges.
- The proposed design emphasizes contrast and high-quality materials and respects the existing architectural style.

Exterior Elevations and Signage

- Exterior elevations are detailed for south, north, east, and west views, showing window and material placements.
- Signage plans include a primary sign with an area greater than 120 square feet, which is calculated based on the smallest rectangle that can surround all text. The area of calculation includes much negative space, and the waiver is supported by staff. A secondary sign features the Village's emblem and faces Dempster Street. Both signs will be backlit, creating visual appeal and interest in the evening hours.

Lighting and Photometric Plans

- The submitted lighting plans specify pole heights, fixture types, and lighting levels for safety and compliance.
- Photometric analysis indicates lighting levels across parking lots, walkways, and building facades.
- The lighting design aims to meet Village requirements, ensure safety, and prevent spillover.

Landscaping and Waivers

- The landscape plan requests waivers for tree planting in public rights-of-way, internal landscaping, and screening.
- The Village commits to planting trees in nearby public areas.
- The proposed landscaping includes planting beds, trees, and screening elements to enhance aesthetics and meet Village requirements.

Parking and Traffic Impact

- The site provides 93 on-site parking spaces, with additional on-street and overflow parking options.
- Parking utilization was observed by Kimley-Horn to be at 50%, with a total dedicated capacity of 102 spaces.
- The traffic impact analysis indicates minimal additional traffic, with no off-site improvements needed.
- The Village plans to explore safety improvements at nearby intersections.

Utility and Construction Notes

- Utility locations, underground utilities, and screening are specified.

- Construction notes emphasize verifying underground utilities, proper drainage, and compliance with Village and MWRD standards.
- The project includes provisions for future expansion, mechanical, electrical, and structural systems.

Additional Project Elements

- The project includes signage, landscaping, lighting, and utility plans aligned with design standards.
- The project aims to enhance public safety, accessibility, and community aesthetics.
- The design incorporates sustainable and durable materials to ensure long-term functionality and reduce environmental impact.

Mr. Price further presented the design of the exterior elevations and the purpose-driven design of the addition to the rear. He discussed the building's proposed materials and provided samples for the Commission's review.

Ms. Heidorn and Mr. Opitz provided an overview of the parking study. The study shows that the parking demand will be met for all users of the building. No current on-street parking would be taken away from businesses along Dempster Street. The Commissioners discussed the existing on-street parking configuration and how this parking was used by businesses, some of which may have been approved by a Special Use Permit that incorporated such public parking into their approved parking availability.

Mr. Opitz discussed how the traffic study included an 50% increase in traffic from the current Village Hall use and still found the traffic on all adjacent roadways to be normally accommodated. Mr. Opitz said that there were no concerns that the existing roadways and infrastructure could handle the proposed municipal facility at this location.

Commissioner Ingram asked if the traffic light on Fernald Avenue at Dempster Street has emergency activation. Mr. Opitz responded that it currently does and it is controlled by Illinois Department of Transportation.

Commissioner Mohr asked if there would be designated spaces for idling Police Department vehicles. He noted that there are typically two (2) idling vehicles at the current municipal facility. Ms. Heidorn responded that this is standard Police Department operation, and that she anticipated such vehicle idling would be in the on-street parking spaces along Fernald Avenue and Georgiana Avenue.

The Commissioners discussed recent reviews by the recommending commissions. Ms. Heidorn said that the Appearance Commission and the Traffic Safety Commission have both unanimously recommended approval of the project and forwarded minor conditions and comments.

Rick Dobrowski, Fire Prevention Bureau Coordinator, confirmed that the Fire Department has no concerns with the design.

Commissioner Wiedeman-Stone asked if the Police Department lot could have a landscape island at its center. Ms. Heidorn noted that in order to maximize parking, the landscape islands were removed. She said that there is also a light fixture located in this area. The design team would review the proposal, but the elimination of all curbing and landscape islands were intentional in order to maximize parking, reduce maintenance, and optimize functionality and flexibility in the lot's use.

Commissioner Ingram asked about the location of stormwater detention. Ms. Heidorn said that the Village is providing underground detention that meets MWRD and Village regulations. The Commissioners discussed the stormwater management design, which will improve conditions at the property and for surrounding properties.

Chairman Kintner asked if the Police Department would require more exterior lighting for their operations. The Police Department was confirmed by staff to have no concerns with the proposed lighting configuration. Ms. Heidorn noted that the current Police Department functions well with lighting that is appropriate to a single-family residential neighborhood.

Commissioner Stein asked if the east elevation appearance would be softened as suggested by the Appearance Commission. Mr. Price said that the Village is studying ideas for the elevation. They discussed a potential landscape wall, which Ms. Heidorn said presented some maintenance and year-round appearance challenges.

Commissioner Wiedeman-Stone asked if the pocketed fencing would be able to function in heavy snow. Ms. Heidorn noted that Village's Police Department requires 24/7 operation and will have staff at the ready to respond. A removal plan is required and will be submitted. Chairman Kintner asked if an in-ground heating mechanism to melt parking lot snow was considered. Mr. Price said that it was, but that the cost could probably not be accommodated with the current project budget. He said that they would take another look at the cost.

Discussion ensued regarding the proposed fencing and the required sight line triangles. The Commissioners discussed each location and whether a waiver would be needed, and how visibility would be impacted by the proposed fencing plan.

Staff reviewed the details of the alley and fence proposed for the adjacent residential property on Fernald Avenue. Ms. Heidorn said that staff worked closely with the neighbors on a plan that would fit the residents' needs and expectations. FGMA had increased the buffer between the alley and the residence to provide more usable side yard for the single-family residence.

In response to a question from Commissioner Hussaini, staff confirmed that no on-site fueling is proposed as part of the project.

Commissioner Stein asked about the testing of the emergency generator. Mr. Price responded that the generator will be screened and the acoustical check shows the sound does not cross the property lines. He believes it would be tested once a month, and not more than once per week, for thirty minutes. Commissioner Stein further asked about the bollard material at the front of the building on Dempster. Mr. Price noted they will be sleeved. Ms. Heidorn said that staff would work with the surrounding neighborhoods to determine a testing schedule that would be the least disruptive.

Commissioner Stone asked about EV chargers. Ms. Heidorn responded that conduit will be run for future charging stations. She noted that there are grants available for EV charging stations, so it was best to prime the site for installation, then seek grants to fund the equipment.

Ms. Heidorn discussed other green elements of the building's design. The building will comply with the Illinois Energy Conservation Code, will have bird strike friendly windows, will use LED lighting technology and will have occupancy and vacancy sensors. Ms. Heidorn reviewed all of the efficiencies and environmental design features of the building.

Chairman Kintner asked if the site fits in with the new Dempster Corridor Plan. Ms. Heidorn said that it does. The area is envisioned to be a civic campus, building on the current Civic Center and Harrer Park and Pool.

The split zoning of the property was discussed. Ms. Heidorn clarified that the current zoning is R-3 Residential and C-1 General Commercial. Municipal buildings are Special Uses in both districts. The Village is not seeking to rezone the residential zoning to commercial. While unified zoning is typically recommended, in this case, maintaining the residential zoning helps protect future residents and the zoning classification not conflict with the proposed project.

Chairman Kintner asked for public comment.

Chris Keating of 8720 Fernald Avenue asked if the parking for idling Police Department vehicles on Fernald Avenue would take away existing parking and if the new alley entrance would also take away a space. She further noted that there currently is a substantial flooding issue on Fernald Avenue and in the general area.

Ms. Heidorn showed the new alley entrance on Fernald Avenue. She said that the design and use of this area, including the new alley drive and the three dedicated on-street parking spaces, will have some impact on the current resident parking in that area. All of the new dedicated parallel parking spaces on Fernald and Georgiana Avenues were discussed. Ms. Heidorn

explained that the purpose of the on-street parking was to accommodate potential overflow parking in a controlled manner, resulting in a predictable and relatively minimal parking impact on the surrounding residential neighborhood.

Ms. Heidorn reviewed the proposed stormwater detention design, which will help control stormwater and keep it on-site. There currently is no detention on the site. This detention capacity will help alleviate flooding conditions on Fernald Avenue. Charlie Morrello of 8711 Fernald Avenue said it is sometimes difficult to turn from Dempster Street onto Fernald due to the diagonal parking spaces on Fernald Avenue. Chairman Kintner acknowledged the parking concern. Mr. Opitz said the diagonal parking is designed for the size of the street. Mr. Opitz discussed possibly converting this to parallel parking. Ms. Heidorn and the Commissioners discussed the impacts of conversion to parking capacity. Ms. Heidorn said that this was something the Village would monitor.

Commissioner Liston made a motion to recommend approval of Case PC 26-07, a request for approval of a Special Use Permit for municipal buildings and governmental offices and other facilities in accordance with Sections 12-4-2:C and 12-4-3:D, a Minor Subdivision in accordance with Chapter 12-8, and a Vacation in accordance with Section 12-9-5 for the property commonly known as 6201 Dempster Street in Morton Grove, Illinois, all within a C-1 General Commercial District and an R-3 General Residence District with waivers for accessory structures (Section 12-2-6), fences (Section 12-3-5), landscaping (Chapter 12-11), off-street parking (Chapter 12-7), and signage (Chapter 10-10), subject to the following conditions:

- 1. The applicant shall retain such easements for the benefit of public utilities as may be determined necessary and appropriate during the final design and engineering phase of the project, in coordination with the applicable utility providers. Any required easement plat or related agreement shall be subject to final review and approval by the Village Engineer and Village Administrator.*
- 2. The proposed modifications and improvements associated with the adjacent single-family residential properties, including but not limited to fencing, landscaping, walkway modifications, gates, and relocated access points, be incorporated into the final approved site plan, subject to review and approval by the affected property owners and the Village Administrator. The installation of such improvements shall be completed by the Village at its sole expense prior to issuance of a final certificate of occupancy for the project, or at such other time as may be mutually agreed upon by the respective property owners and the Village.*
- 3. A ten-foot sight line triangle shall be provided at the southwest corner of the secure Police Department parking lot perimeter fencing, subject to final review and approval by the Village Administrator.*
- 4. Prior to filing any permit application, the applicant shall provide the Village with site plan and building specifications for review and approval. Site plan and building specifications must be deemed consistent with the approved materials and Appearance Commission discussion, as determined by the Director of Community and Economic Development and Appearance Commission Chairperson. If such designs are deemed to be inconsistent with the approved materials or discussion with the Appearance Commission, or are deemed to be of a lower quality than the approved materials, then the applicant will be required to file an application for an amendment to the Appearance Certificate.*
- 5. The applicant shall submit a final landscape plan depicting final proposed plantings and related landscape improvements for review and approval by the Appearance Commission. The applicant shall install such plantings and related improvements prior to issuance of a certificate of occupancy, unless otherwise approved by the Appearance Commission.*
- 6. Illuminated signage and other illuminating features on the property may not exceed 5,000K (degrees Kelvin).*
- 7. Four (4) trees shall be planted by the applicant within the public right of way with preference given to locations in proximity to the subject property, subject to review and approval by the Director of Community and Economic Development and Director of Public Works.*
- 8. The applicant shall explore opportunities to break up the addition's blank wall areas along the east elevation through the incorporation of vertical landscaping, public art, architectural treatments, or similar design elements intended to enhance visual interest, subject to review and approval by the Director of Community and Economic Development.*

9. *The applicant shall evaluate the potential installation of a stop sign at the intersection of the new alley segment and the Fernald Avenue sidewalk to require vehicles to stop prior to entering the sidewalk and alley apron area. If determined to be warranted and feasible, the stop sign shall be installed accordingly.*
10. *The Village shall evaluate the feasibility of installing security warning lights at the vehicular gates serving the secure Police Department parking area and associated access drives to provide pedestrians with advance warning of vehicles entering and exiting the property at these locations. If determined to be feasible, such warning lights shall be installed accordingly.*
11. *To ensure that snow removal operations are adequately planned and coordinated, the applicant shall prepare a snow removal and storage plan, subject to review and approval by the Public Works Director.*
12. *Prior to the issuance of a building permit, the applicant shall submit all turning path diagrams requested by the Fire Prevention Bureau Coordinator, Director of Community and Economic Development, and Village Engineer, subject to the review and approval of the Village Administrator.*

Commissioner Hussaini seconded the motion. Chairman Kintner called for the vote.

Commissioner Hussaini	voting	aye
Commissioner Ingram	voting	aye
Commissioner Liston	voting	aye
Commissioner Mohr	voting	aye
Commissioner Stein	voting	aye
Commissioner Wiedeman-Stone	voting	aye
Chairman Kintner	voting	aye

Motion to recommend approval passed (7-0).

Final Plans and Supporting Documents

The Application's final plans and supporting documents recommended for approval by the Plan Commission include the following and are attached hereto as "**Attachment D**":

1. *Special Use Application, submitted by Charles L. Meyer, Village Administrator, Village of Morton Grove, dated May 11, 2026*
2. *Subdivision Application, submitted by Charles L. Meyer, Village Administrator, Village of Morton Grove, dated May 11, 2026*
3. *Vacation Application, submitted by Charles L. Meyer, Village Administrator, Village of Morton Grove, dated May 11, 2026*
4. *Special Warranty Deed, 6201 Dempster Street, in favor of Village of Morton Grove*
5. *ALTA/NSPS Land Title Survey for 6201 Dempster Street, prepared by Gremley & Biedermann, a Division of PCLS Corporation, dated June 19, 2023*
6. *Village of Morton Grove Plat of Consolidation, prepared by Webster, McGrath & Ahlberg Ltd., dated April 28, 2026*
7. *Architectural Site Plan (Z0.10), prepared by FGM Architects, dated May 21, 2026*
8. *Existing Conditions Plan (C-1.1), prepared by FGM Architects, dated November 13, 2025*
9. *Site Demolition Plan (C-1.2), prepared by FGM Architects, dated November 13, 2025*
10. *Paving and Layout (C-2), prepared by FGM Architects, dated November 13, 2025*
11. *Grading Plan (C-3), prepared by FGM Architects, dated November 13, 2025*
12. *Utility Plan (C-4), prepared by FGM Architects, dated November 13, 2025*
13. *Erosion Control Plan (C-4), prepared by FGM Architects, dated November 13, 2025*
14. *Architectural Site Plan (Z0.10, with Parking Plan Overlay), prepared by FGM Architects and Village Staff, dated May 21, 2026*
15. *Parking Plan, prepared by FGM Architects and Village Staff, dated May 21, 2026*

16. *Accessible Parking, Bicycle Parking, and Pedestrian Access Plan, prepared by FGM Architects and Village Staff, dated May 21, 2026*
17. *Auto Turn (AT-1), prepared by FGM Architects, dated November 13, 2025*
18. *Refuse Vehicle Auto Turn Exhibits (Fernald Avenue & New Public Alley, Morton Grove, IL) (2 sheets), prepared by Kimley-Horn*
19. *Ground Mounted Utilities & Screening, prepared by FGM Architects and Village Staff, dated May 21, 2026*
20. *Fire Hydrants & Fire Department Connection Plan, prepared by FGM Architects, dated November 13, 2025*
21. *Exterior Elevations (Z2.00), prepared by FGM Architects, dated May 7, 2026*
22. *Renderings (View A – Day, View A – Night, View B, View C, 3 sheets), prepared by FGM Architects, dated 2026*
23. *Materials Palette, prepared by FGM Architects, dated 2026*
24. *Electrical Site Photometric (E0.02 – E0.08, 6 sheets), prepared by FGM Architects & Millies Engineering Group, dated February 23, 2026*
25. *Landscape Plan (L-1), prepared by FGM Architects, dated May 22, 2026*
26. *Exterior Details (Z2.01), prepared by FGM Architects, dated May 7, 2026*
27. *Dimension Plan (Z1.20, Z1.21A, Z1.21B, Z1.22, 4 sheets), prepared by FGM Architects, dated May 7, 2026*
28. *Village Hall & Police Department Traffic Impact Study, prepared by Kimley-Horn, dated April 2026*

Attachments

- **Attachment A** – Staff Report to the Appearance Commission for PC 26-07, prepared by Zoe Heidorn, Director of Community & Economic Development, dated May 26, 2026
- **Attachment B** – Plan Review Comment Form for PC 26-07, prepared by Ninous Chalabi, Traffic Safety Commission Chairman, dated June 4, 2026
- **Attachment C** – Staff Report to the Plan Commission for PC 26-07, prepared by Zoe Heidorn, Director of Community and Economic Development, dated June 10, 2026
- **Attachment D** – Final Plans and Supporting Documents for PC 26-07

Attachment A

Staff Report to the Appearance Commission for PC 26-07
Prepared by Zoe Heidorn, Director of Community & Economic Development
Dated May 26, 2026

Attachment A

To: Chairperson Pietron and Members of the Appearance Commission

From: Zoe Heidorn, Community and Economic Development Director
Anne Ryder Kirchner, Planner/Zoning Administrator

Date: May 26, 2026

Re: Appearance Commission Case AC 26-08

Request for approval of an Appearance Certificate for building, signage, and landscape plans associated with case PC 26-07, a request for approval of a Special Use Permit for municipal buildings and governmental offices and other facilities in accordance with Sections 12-4-2:C and 12-4-3:D, a Minor Subdivision in accordance with Chapter 12-8, and a Vacation in accordance with Section 12-9-5 for the property commonly known as 6201 Dempster Street in Morton Grove, Illinois (PIN 10-20-104-040-0000, 10-20-104-041-0000, 10-20-104-003-0000, 10-20-104-004-0000, 10-20-104-005-0000, 10-20-104-006-0000, 10-20-104-007-0000, 10-20-104-021-0000, and 10-20-104-022-0000), all within a C-1 General Commercial District and an R-3 General Residence District with waivers for accessory structures (Section 12-2-6), fences (Section 12-3-5), landscaping (Chapter 12-11), off-street parking (Chapter 12-7), and signage (Chapter 10-10). The applicant is the Village of Morton Grove.

STAFF REPORT

Application Summary

The Village of Morton Grove ("applicant") submitted a complete application to the Department of Community and Economic Development requesting approval of a Special Use Permit for "governmental offices and other facilities" and "municipal buildings" in accordance with Sections 12-4-2:C and 12-4-3:D, a Minor Subdivision in accordance with Chapter 12-8, and a Vacation in accordance with Section 12-9-5 for the property commonly known as 6201 Dempster Street ("subject property") under Case PC 26-07 ("application"). The subject property is split-zoned C-1 General Commercial and R-3 General Residence.

The applicant is proposing to reuse and expand an existing 37,800-square-foot office building formerly operated as a bank branch for use as a combined village hall and police department facility for the Village of Morton Grove, Illinois ("municipal facility"). The facility will house and support the operation of the Village's Police Department, Administration, Finance Department, and Department of Community and Economic Development, including Building and Inspectional Services. The municipal facility will relocate these departments and operations from the Village's existing Richard T. Flickinger Municipal Center at 6101 Capulina Avenue, which is approximately four (4) blocks southeast of the subject property.

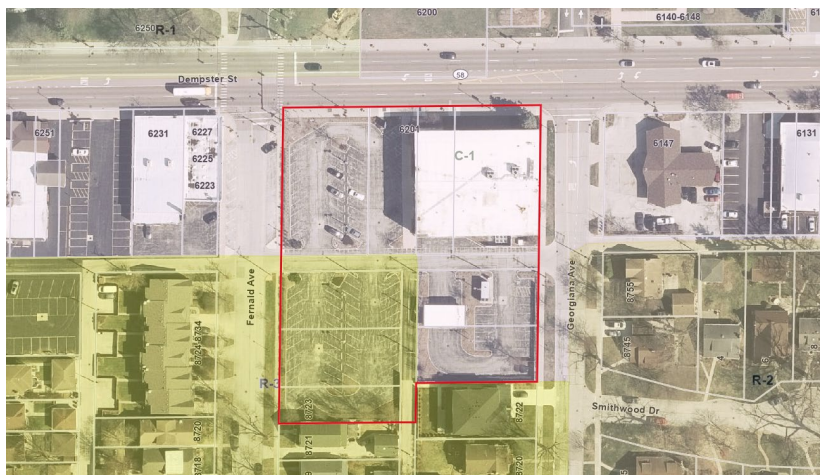
The applicant acquired the subject property in December 2024. The Fifth Third Bank branch currently operating on the subject property has continued its operation on the subject property under a Village lease agreement and will soon relocate to a newly constructed facility directly across the street at 6210 Dempster Street. The relocation was completed pursuant to a coordinated real estate transaction between the Village, the Morton Grove Park District, and Fifth Third Bank that allowed the Village to acquire the subject property for long-term municipal use and Fifth Third to maintain continuous operation in the area. Following completion of the necessary entitlement and permitting processes, the Village anticipates commencing construction and renovation activities for the municipal facility in 2027 and completing the project and relocation in 2028.

Application Note: The applicant and its architect, FGM Architects (FGMA), have been working diligently to revise the plans associated with Case PC 26-07 in response to staff comments. Certain preliminary engineering and related plans are slightly behind the ongoing updates to the architectural site plan (Z0.10) and will require revision prior to submission of a permit application to ensure consistency with the final approved site plan, including any modifications recommended by the reviewing Commissions and incorporated into the Special Use Permit ordinance. Staff does not consider these discrepancies between the controlling site plan and subordinate plans to be a concern from an entitlement perspective. The preliminary engineering plans are intended to demonstrate the feasibility and constructability of the project and are typically refined during the final engineering and design phase prior to permitting.

Subject Property

The 70,671-square-foot (1.622-acre) subject property, as measured by the Gremley & Biedermann ALTA/NSPS Land Title Survey, is bound by Fernald Avenue on the west, Dempster Street on the north, and Georgiana Avenue on the east. Including the area in the public right of way, the survey measures a site area of 72,517 square feet (1.664 acres). The subject property is bisected by two alleyways that intersect in a "T" configuration near the midpoint of the site, resulting in the creation of three separate noncontiguous parcels. Based on the submitted Plat of Consolidation consolidating the property's parcels with select existing public alley area and excluding an area to be publicly dedicated as a future alley (3,360 square feet), the subject property measures 73,947 square feet (1.70 acres). This latter subject property area will be used for calculations made in the staff report.

The subject property is split-zoned C-1 General Commercial and R-3 General Residence, as depicted in the property location and zoning map shown below. Properties to the west, across Fernald Avenue, are zoned C-1 and R-3 and improved with a multi-tenant commercial building and townhomes, respectively. Properties to the north, across Dempster Street, are zoned C-1 and R-1 Single-Family Residence and improved with a bank branch building and Morton Grove Park District facilities, respectively. Properties to the east, across Georgiana Avenue, are zoned C-1 and R-2 Single Family Residence and improved with an automotive repair shop and single-family homes, respectively. To the south are abutting properties zoned R-3 General Residence and improved with single-family homes.



be granted by the Commission prior to the issuance of a building permit. The Appearance Commission may also approve waivers to the requirements of Chapter 10-10 for proposed signage, based on the standards established in Section 10-10-3:E.

In accordance with the above requirements, the applicant submitted site, architectural, landscape, illumination, and signage plans for the Appearance Commission's review. These plans are discussed in detail in the following sections.

Site Plan

The applicant submitted an architectural site plan depicting the location and dimensions of the proposed development, including the footprint of the existing building and the proposed 13,442-square-foot addition to the south. A public and employee parking lot is proposed immediately west of the existing building, with a secure Police Department parking area located south of the public parking lot. The existing alleyways that bisect the site will be vacated as part of the Case PC 26-07 application and incorporated into the subject property through a plat of consolidation. A new 18-foot publicly dedicated alleyway will be established to maintain through access between the existing north-south alley and the residences and Jerusalem Lutheran Church located to the south within the same block.

The proposed site plan is designed to accommodate existing features on the property while accommodating the operational needs of the municipal facility. The plan maintains the existing building orientation and preserves the established character of the Dempster Street frontage, with no significant modifications proposed to the front elevation facing the commercial corridor. The proposed addition is located to the south of the existing building in a manner that complements the existing site layout and minimizes visual impacts along Dempster Street. The public parking lot remains prominently located along the Dempster Street frontage and benefits from convenient vehicular access using the signalized intersection at Fernald Avenue.

The site design also reflects consideration for the surrounding residential neighborhood. Public and employee access to the site is concentrated toward the north portion of the property, thereby limiting public activity near the single-family residences to the south. The secure Police Department parking area is situated south within the site and secured from public access areas, helping separate operational functions from neighboring residential properties. Additionally, the proposed alley vacation and reconfiguration maintain necessary public connectivity and access for nearby residences and Jerusalem Lutheran Church while improving the overall functionality and cohesiveness of the site.

Building Design

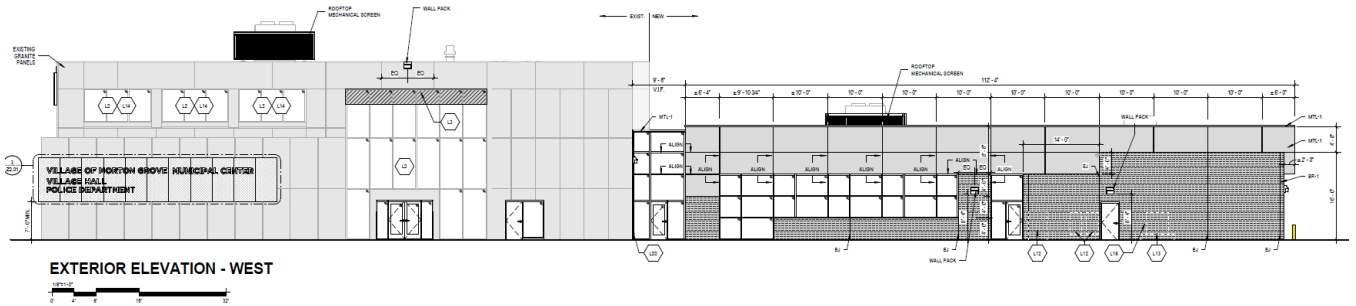
The applicant proposes to reuse the existing building, preserving its current architectural character, and construct a south addition designed to complement the existing structure. The existing building is a contemporary two-story (32.7-foot-tall) commercial office building clad in white and black marbled granite, creating an overall gray appearance, and glass curtain wall systems. The light gray exterior is accented by darker window glazing and framing elements. Large areas of glazing along the Dempster Street elevation provide a prominent and modern appearance along the commercial corridor. Architectural elements include flat rooflines, articulated facade projections, and a primary entrance oriented toward the Fernald Avenue parking lot.

The applicant proposes to wrap the northwest corner of the existing building with a black perforated metal panel, which will serve as a mounting surface for metal channel letter signage along the west elevation, facing the public parking area. The panel is intended to add architectural interest and help break up existing wall space. During evening hours, the perforated panel will be backlit to create a subtle glowing effect, enhancing the building's visual character and providing added interest at different times of day.

The proposed one-story addition will measure 20.7 feet in height and will include the following exterior finishes to complement the existing building:

- **Face Brick in Endicott Manganese Ironspot Smooth:** This is a full bed brick that will be mounted on conventional construction concrete masonry unit (CMU) or steel wall construction.
- **Aluminum Composite Metal Panel in Aluminum**
- **Black Metal Coping**

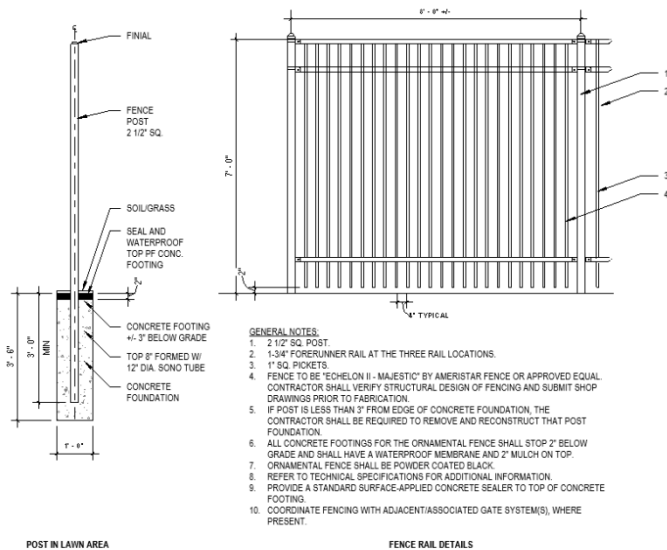
The proposed materials are depicted in a materials palette included with the application. The proposed materials are not intended to replicate the existing granite, which would be difficult to match, but rather to complement the building's existing design by emphasizing the strong contrast produced by the granite and the darker recessed window areas. All new materials were selected by FGMA for their high quality, durability, and compatibility with the existing building design. All rooftop mechanical equipment will be screened from view from abutting public rights of way.



Renderings of Northwest Corner and Southeast Corner, West Elevation

Fencing & Enclosures

The driveway to the immediate south of the proposed addition will provide through access to Police Department vehicles between Georgiana and Fernald Avenues, connecting to the Department's garage doors along the south elevation and the secure parking lot to the west. The Police Department parking and driveway areas will be secured by perimeter fencing of two types: (1) seven-foot-tall (7') black ornamental metal fencing along the north, west, and east fence lines and wrapping to the front building lines of the single-family residences to the immediate south of the subject property, and (2) seven-foot-tall (7') Trex composite privacy fencing in a coordinating color along the south lot lines.



Proposed Ornamental Fence Detail

The eight-foot-tall (8') trash enclosure located at the northwest corner of the secure Police Department parking area will be finished in a matching face brick in Endicott Manganese Ironspot, stone coping, and a privacy gate. The generator to be located to the immediate west of the Police Department addition will be surrounded on three sides by a sixteen-foot-tall (16') wall also finished in a matching brick face in Endicott Manganese Ironspot.

Landscape Plan

The applicant submitted a landscape plan for the proposed development that incorporates existing conditions and proposed plantings. The submitted plan is incomplete as the design of the landscape areas abutting Dempster Street has not been completed due to budget uncertainties. *Staff proposes as a condition of approval that the applicant is required to submit a final landscape plan depicting final proposed plantings and related landscape area improvements for review and approval by the Appearance Commission, and that the applicant shall install such plantings and related*

improvements prior to issuance of any certificate of occupancy, unless otherwise approved by the Appearance Commission.

The following table compares the proposed landscape plan as presented with the Village's landscaping requirements, which are established in Chapter 12-11 of the Unified Development Code. The area to be publicly dedicated as an alley has been excluded from the site area for the purpose of calculations.

Landscaping Control	Ordinance Requirement	Proposed	Waivers Requested
General Landscaping Requirements			
Landscaping Required (12-11-2:B.1.C)	8% of total site for properties within TIF districts (0.14 acres)	0.03 acres – 1.8%	<i>Waiver of 6.2% requested to allow 1.8% of site area landscaped</i>
Trees in Public Parkways (12-11-2:B.5)	Max. 40 ft. separation, min. 2.5 in. caliper: Fernald (287 ft.): 7 trees Dempster (264 ft.): 7 trees Georgiana (273 ft.): 7 trees	Fernald: 1 tree Dempster: 4 trees <u>Georgiana: 3 trees</u> Total: 8 trees	<i>Waiver of 13 trees requested</i>
Parking Lot Landscaping Adjacent to Public Right of Way (12-11-4:B.1.a)	Landscaped yard min. 5 ft. width, 3 ft. height containing year-round opaque screen	Dempster: TBD Fernald (North Lot): ≥ 5 ft. width, 3 ft. height screen Fernald (South Lot): Combination of ornamental fence and 3 ft. height grass in select areas due to obstruction of area with gate mechanism	<i>Dempster landscape screen excluded from approval</i> <i>Fernald North Lot Compliant</i> <i>Waiver requested for select area of Fernald South Lot landscape screen and yard width</i>
Parking Lot Adjacent to Public Alley (12-11-4-B.1b.2)	Screening min. 5 ft. height	7-ft. privacy fencing along west portion of south lot line	<i>Compliant</i>
Parking Lot Landscaping Adjacent to Other Properties (12-11-4:B.2)	Landscaped yard min. 5 ft. width, min. 5 ft. height, min. 1 tree per 40 ft. linear common lot line (Georgiana Ave. single-family residence)	7-ft. privacy fencing and 6-ft. Taylor Juniper landscape screen within 5-ft. landscaped yard	<i>Compliant</i>
Parking Lot Islands (12-11-4:B.3.b)	Min. 40 sq. ft.	> 40 sq. ft.	<i>Compliant</i>
Parking Lot Internal Landscaping (12-11-4:3.c.1)	Min. 5% landscaped areas	North Lot: 4% South Lot: 0%	<i>Waiver requested to allow less than 5% internal landscaping</i>
Screening Requirements			
Screening (12-11-5)	Min. 5 ft. required for trash areas, electrical equipment enclosures	Masonry wall provided for trash and generator enclosures; ornamental fencing and adjacent landscaping provided for transformer	<i>Compliant</i>
Tree Preservation Requirements			
Protected Tree Replacement (12-11-7:B)	Municipal properties exempt, typically 1 replacement tree required per protected tree removed	Planned removal of 4 protected on-site trees (1 within site, 3 along future alley)	<i>Compliant – No waiver requested but Village commits to planting 4 new trees at off-site locations in the surrounding area as space allows</i>

The submitted landscape plan requires four waivers from the Appearance Commission if the plan is approved as presented:

- **Landscaping Required (12-11-2:B.1.C):** The applicant is proposing approximately 0.03 acres of area to be used for landscaping, or approximately 1.8% of the total site area. For properties in a tax increment financing (TIF) district, the minimum requirement is 8% of the site area. The applicant is requesting a waiver of 6.2% to allow 1.8% of the site area to be landscaped, with the proposed landscaped areas to be focused along the Dempster Street frontage. Staff supports the waiver given the constraints of the property and proposed use as a public facility with new stormwater detention capacity. The site is largely built out with existing development and infrastructure, significantly limiting opportunities to introduce additional functional landscaped areas without adversely impacting the design and operation of the proposed use. Compliance with the full landscaping requirement would substantially reduce the site's functionality and ability to accommodate required parking, access, and improvements. The request reflects a reasonable accommodation of the site's existing conditions while still incorporating landscaping where feasible.
- **Trees in Public Parkways (12-11-2:B.5):** The applicant is proposing a total of eight public parkway trees where a minimum of 21 trees are required by Code, or one tree per 40 linear feet of frontage, requiring a waiver of 13 trees. Staff supports the requested waiver because portions of the parkway are proposed to be used for the municipal facility's

access drives and new on-street parking spaces intended to mitigate parking impacts on the surrounding neighborhood. The installation of additional parkway trees in these areas would conflict with the layout and functionality of the proposed public parking improvements. While the number of required trees cannot be accommodated within the parkway due to space constraints, the Village intends to continue planting trees within the immediate area and surrounding neighborhood, as space permits, to help offset the reduced number of parkway trees along the subject property's frontages.

- **Parking Lot Landscaping Adjacent to Public Right of Way (12-11-4:B.1.a):** The applicant is requesting a waiver from the required landscape screening between the secure Police Department parking area and Fernald Avenue. In the area where the proposed ornamental fence gate will slide open, landscaping cannot be installed without interfering with the gate's operation. Accordingly, no plantings are proposed within this portion of the Fernald Avenue frontage. In areas not impacted by the gate operation, ornamental grasses with a minimum height of three feet are proposed behind the ornamental fencing to provide required screening. The proposed landscaped yard in this area is also narrower than the minimum required width of five feet (5'), measuring just under two feet (2') in width. This reduced width is the result of existing site constraints and the need to maximize secure on-site parking capacity for Police Department operations.
- **Parking Lot Internal Landscaping (12-11-4:3.c.1):** The applicant is requesting a waiver to allow internal landscaped areas within the parking lots to measure less than five percent (5%) of the total parking lot area. In the north lot, which is existing, the landscaped areas measure approximately four percent (4%) of the parking lot area. In the south Police Department lot, no internal landscaping is proposed. Staff supports the requested waiver due to the project's unique operational and site constraints. The south parking area is intended for secure Police Department use and is not publicly accessible or highly visible from surrounding public streets. As such, the aesthetic benefit typically associated with internal parking lot landscaping is limited in this context. Eliminating internal landscaped islands within the secure Police Department lot also improves the functionality, maneuverability, and operational efficiency of the parking area while reducing long-term maintenance obligations. The absence of landscaped islands allows for more flexible parking configurations, improved snow storage and removal operations, and enhanced usability for police vehicles and secured operations. Landscaping is instead concentrated around the perimeter of the site and within visible public-facing areas where it will provide the greatest aesthetic benefit.

Species included in the applicant's proposed plant schedule, along with their designation as native or non-native, are provided in the table below. The majority of plantings proposed for the site consist of species native to Illinois.

Species	Native / Non-Native
Summer Beauty Allium	Cultivar of plant native from Europe and Asia, developed based on plant material collected from a Chicago area garden, excellent resilience and pollinator
Hinsdale Blackchokeberry	Native
Summer Stars Bushhoneysuckle	Native
Magnus Coneflower	Native
Taylor Juniper	Native
Little Spire Russian Sage	Non-native, but thrives in the Midwest
Gro Low Sumac	Native
Blackeyed Susan	Native
The Blues Little Bluestem	Native
Prairie Dropseed	Native
Spreading Yew	Native

Subject Property Trees

A total of 14 trees measuring are proposed to be removed from the subject property. However, only four trees measure 12 or more inches in diameter, meaning they would be classified as a "protected tree" as part of a typical commercial development. While Section 12-11-7:A exempts municipal and other public facilities from the tree replacement and fee-in-lieu requirements of Section 12-11-7, the Village commits to planting four new trees off-site at locations identified by the Village Arborist within the surrounding neighborhood, as space permits, with priority given to areas closest to the subject property.

Public Right of Way Trees

Two (2) trees are proposed to be removed from the Fernald Avenue public parkway to make room for three (3) new on-street parallel parking spaces. One (1) Chicagoland Hackberry tree will be planted to the south of the future public parking spaces, resulting in a net loss of one (1) tree along Fernald. Two (2) trees are also proposed to be removed from the Georgiana Avenue Parkway to make room for new on-street parking spaces, and one (1) new Chicago Hackberry tree will be planted within the existing parkway, resulting in a net loss of one (1) tree along Georgiana. The Village will continue to plant new trees in the parkways abutting the site and in the immediate area surrounding the property as deemed appropriate to offset the net

loss of two (2) public right of way trees, which is necessary to accommodate the public use and need for on-street parking.

Illumination

The applicant submitted a photometric plan showing levels of illumination along all lot lines. Levels along the south lot lines abutting the future public alley along Fernald Avenue do not exceed 0.3 footcandles, and levels along the single-family residential property along Georgiana Avenue do not exceed 0.2 footcandles. Per Section 12-4-3:B.5, parking and loading areas are required to be illuminated to a minimum of one foot-candle at the surface. However, lighting must be designed to remain confined to the site, with illumination reduced to as close to zero as practicable at property boundaries, and with no glare visible from adjacent properties or public rights-of-way. The submitted plan generally reflects compliance with these standards by limiting spillover lighting at the site edges. The developer may be required to further refine or modify the lighting plan, subject to review and approval by the Village Engineer, to achieve illumination levels as close to zero as practicable at the property lines in accordance with Code requirements.

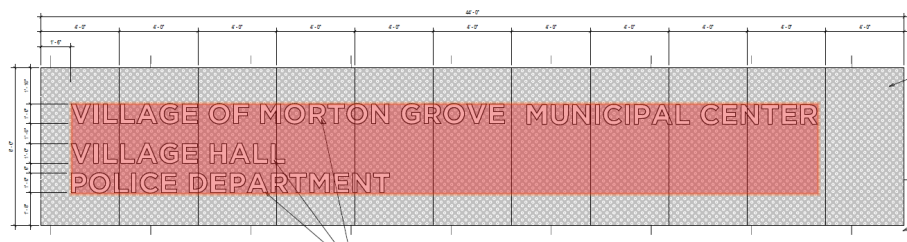
Section 12-12-3 of the Unified Development Code establishes lighting fixture standards. For off-street parking areas, lighting must be directed away from adjacent property, streets, and other public rights-of-way. All lighting units must be of the full cutoff type, meaning luminaires may not emit any light above the source's horizontal plane. The International Dark-Sky Association (IDA) recommends full cutoff fixtures, which minimize glare and light trespass. The fixtures proposed in the submitted lighting plan qualify as full cutoff fixtures and comply with IDA guidelines.

Signage Plan

Existing Fifth Third signage installed at the subject property, including the Dempster Street wall sign and monument sign, will be removed. The applicant is proposing to install two new wall signs at the property to signify its use as the Village's municipal facility: (1) channel wall lettering along the west elevation to be mounted on the perforated metal screen and (2) a wall sign along the Dempster Street elevation depicting the Village of Morton Grove emblem. The following table compares the proposed signage with the Village's wall sign requirements, which are established in Chapter 10-10:

Signage Control	Code Requirement	Proposed Sign	Waiver Requested
Wall Sign Requirements			
Maximum Permitted Primary Sign Face Area (Fernald Avenue) (10-10-7:F.3)	Max. 1.5 sq. ft. per 1 ft. linear frontage, max. 120 sq. ft.	171.0 sq. ft.	Waiver of 51 sq. ft. requested
Maximum Permitted Secondary Sign Face Area (Dempster Street) (10-10-7:F.3)	Max. 32 sq. ft.	28.3 sq. ft.	<i>Compliant</i>

Measurement of the proposed wall signs were taken in accordance with Section 10-10-6:H, which provides that for channel letter signs, "the area of channel letter signs shall be computed by taking the area enclosed within the smallest geometric figure needed to completely encompass each letter, word, insignia, emblem or symbol of the sign." Based on this methodology, staff calculated a rectangular sign area of 4.5 feet by 38.0 feet, a total area of 171.0 square feet. Although this calculation results in a sign area that exceeds the maximum permitted by Code and therefore requires a waiver, a significant portion of the measured area consists of unused negative space. As a result, the effective visual mass of the signage is considerably smaller than the calculated sign area. Staff finds that the proposed primary wall sign is appropriately scaled to the building elevation and consistent with the intent of the sign regulations, and that the requested waiver is reasonable.



Calculation of Primary Channel Letter Sign Face

Appearance Commission Review

In accordance with Unified Development Code Section 12-12-1:C, all site, landscape and building plans are to be reviewed by the Appearance Commission, and an Appearance Certificate by the Commission granted, prior to the issuance of a building

permit. Further, per Section 12-16-2:C.2, the Appearance Commission is charged with reviewing the exterior elevations, sketches, and materials and other exhibits as to whether they are appropriate to or compatible with the character of the immediate neighborhood and whether the submitted plans comply with the provisions of the regulations and standards set forth in chapter, 12 "Design Standards," of this title.

The Design Standards (Sec. 12-12-1:D) are as follows: *"Criteria and Evaluation Elements: The following factors and characteristics relating to a unit or development and which affect appearance, will govern the appearance review commission's evaluation of a design submission:*

1. *Evaluation Standards:*
 - a. *Property Values: Where a substantial likelihood exists that a building will depreciate property values of adjacent properties or throughout the community, construction of that building should be barred.*
 - b. *Inappropriateness: A building that is obviously incongruous with its surroundings or unsightly and grotesque can be inappropriate in light of the comprehensive plan goal of preserving the character of the municipality.*
 - c. *Similarity/Dissimilarity: A builder should avoid excessively similar or excessively dissimilar adjacent buildings.*
 - d. *Safety: A building whose design or color might, because of the building's location, be distracting to vehicular traffic may be deemed a safety hazard.*
2. *Design Criteria:*
 - a. *Standards: Appearance standards as set forth in this chapter.*
 - b. *Logic Of Design: Generally accepted principles, parameters and criteria of validity in the solution of design problems.*
 - c. *Architectural Character: The composite or aggregate of the components of structure, form, materials and functions of a building or group of buildings and other architectural and site composing elements.*
 - d. *Attractiveness: The relationship of compositional qualities of commonly accepted design parameters such as scale, mass, volume, texture, color and line, which are pleasing and interesting to the reasonable observer.*
 - e. *Compatibility: The characteristics of different uses of activities that permit them to be located near each other in harmony and without conflict. Some elements affecting compatibility include intensity of occupancy as measured by dwelling units per acre; floor area ratio; pedestrian or vehicular traffic generated; parking required; volume of goods handled; and such environmental effects as noise, vibration, glare, air pollution, erosion, or radiation.*
 - f. *Harmony: A quality which produces an aesthetically pleasing whole as in an arrangement of varied architectural and landscape elements.*
 - g. *Material Selection: Material selection as it relates to the evaluation standards and ease and feasibility of future maintenance.*
 - h. *Landscaping: All requirements set forth in chapter 11, "Landscaping and Trees", of this title."*

Recommendation

If the Appearance Commission recommends approval of Case AC 26-08, a request for approval of an Appearance Certificate for building plans associated with case PC 26-07, a request for approval of a Special Use Permit for municipal buildings and governmental offices and other facilities in accordance with Sections 12-4-2:C and 12-4-3:D, a Minor Subdivision in accordance with Chapter 12-8, and a Vacation in accordance with Section 12-9-5 for the property commonly known as 6201 Dempster Street in Morton Grove, Illinois, with waivers for accessory structures (Section 12-2-6), fences (Section 12-3-5), landscaping (Chapter 12-11), off-street parking (Chapter 12-7), and signage (Chapter 10-10). staff recommends the following conditions of approval:

1. *Prior to filing any permit application, the applicant shall provide the Village with site plan and building specifications for review and approval. Site plan and building specifications must be deemed consistent with the approved materials and Appearance Commission discussion, as determined by the Director of Community and Economic Development and Appearance Commission Chairperson. If such designs are deemed to be inconsistent with the approved materials or discussion with the Appearance Commission, or are deemed to be of a lower quality than the approved materials, then the applicant will be required to file an application for an amendment to the Appearance Certificate.*
2. *The applicant shall submit a final landscape plan depicting final proposed plantings and related landscape improvements for review and approval by the Appearance Commission. The applicant shall install such plantings and related improvements prior to issuance of a certificate of occupancy, unless otherwise approved by the Appearance Commission.*
3. *[Additional conditions as recommended by the Appearance Commission.]*

Attachment B

Plan Review Comment Form for PC 26-07

Prepared by Ninous Chalabi, Traffic Safety Commission Chairman

Dated June 4, 2026

REVIEWING:

BUILDING

FIRE

POLICE

PUBLIC WORKS/ENGINEERING

TSC

VILLAGE OF MORTON GROVE, ILLINOIS
PLAN REVIEW COMMENT FORM

DATE DISTRIBUTED: 5/15/2026

CASE NUMBER: PC 26-07

APPLICATION: Request for approval of a Special Use Permit for "government offices and other facilities" in a C-1 General Commercial District in accordance with Section 12-4-3:D of the Morton Grove Municipal Code with associated waivers, approval of a Plat of Consolidation and a Plat of Vacation for the property commonly known as 6201 Dempster Street in Morton Grove, Illinois (PINs 10-20-104-003-0000, 10-20-104-004-0000, 10-20-104-005-0000, 10-20-104-006-0000, 10-20-104-007-0000, 10-20-104-021-0000, 10-20-104-022-0000, 10-20-104-040-0000, 10-20-104-041-0000). The applicant is the Village of Morton Grove.

Applications for Special Use, Subdivision, and Vacation have been submitted to the Plan Commission for action. Please return your review to the Department of Community and Economic Development by **Tuesday, June 2, 2026**.

Thank you,
Zoe Heidorn
Director of Community and Economic Development

COMMENTS OR CONCERNS

1. Consideration be given to adding flashing light warning indicators at the secured south lot gates which activate when the gates open to further notify pedestrians and improve area safety
2. Consideration be given to installing a Stop sign at the proposed alley's exit onto Fernald Avenue.

These comments accurately represent existing Village regulations or policies.

Name (please print): Traffic Safety Commission Chairman Ninous Chalabi

Signed: 

Date: 06/04/2026

Attachment C

Staff Report to the Plan Commission for PC 26-07
Prepared by Zoe Heidorn, Director of Community and Economic Development
Dated June 10, 2026

To: Chairperson Kintner and Members of the Plan Commission

From: Zoe Heidorn, Director of Community and Economic Development
Anne Ryder Kirchner, Planner/Zoning Administrator

Date: June 10, 2026

Re: Plan Commission Case PC 26-07
Requesting approval of a Special Use Permit for municipal buildings and governmental offices and other facilities in accordance with Sections 12-4-2:C and 12-4-3:D, a Minor Subdivision in accordance with Chapter 12-8, and a Vacation in accordance with Section 12-9-5 for the property commonly known as 6201 Dempster Street in Morton Grove, Illinois (PIN 10-20-104-040-0000, 10-20-104-041-0000, 10-20-104-003-0000, 10-20-104-004-0000, 10-20-104-005-0000, 10-20-104-006-0000, 10-20-104-007-0000, 10-20-104-021-0000, and 10-20-104-022-0000), all within a C-1 General Commercial District and an R-3 General Residence District with waivers for accessory structures (Section 12-2-6), fences (Section 12-3-5), landscaping (Chapter 12-11), off-street parking (Chapter 12-7), and signage (Chapter 10-10). The applicant is the Village of Morton Grove.

STAFF REPORT

Public Notice

The Village provided Public Notice for the June 16, 2026, Plan Commission public hearing for PC 26-07, to be held at a regular meeting of the Plan Commission, in accordance with the Unified Development Code. The *Morton Grove Champion* published a public notice on May 28, 2026. The Village notified surrounding property owners via mail on May 28, 2026, and placed a public notice sign on the subject property on May 28, 2026.

Application

The Village of Morton Grove ("applicant") submitted a complete application to the Department of Community and Economic Development requesting approval of a Special Use Permit for "governmental offices and other facilities" and "municipal buildings" in accordance with Sections 12-4-2:C and 12-4-3:D, respectively, a Minor Subdivision in accordance with Chapter 12-8, and a Vacation in accordance with Section 12-9-5 for the property commonly known as 6201 Dempster Street ("subject property") under Case PC 26-07 ("application"). The subject property is split zoned C-1 General Commercial and R-3 General Residence.

The applicant is proposing to reuse and expand an existing 37,800-square-foot office building formerly operated as a bank branch for use as a combined village hall and police department facility for the Village of Morton Grove, Illinois ("municipal facility"). The facility will house and support the operation of the Village's Police Department, Administration, Finance Department, and Department of Community and Economic Development, including Building and Inspectional Services. The municipal facility will relocate these departments and operations from the Village's existing Richard T. Flickinger Municipal Center at 6101 Capulina Avenue, which is approximately four (4) blocks southeast of the subject property.

The applicant acquired the subject property in December 2024. The Fifth Third Bank branch formerly operating on the subject property continued its operation on the subject property under a Village lease agreement but has since relocated to a newly constructed facility directly across the street at 6210 Dempster Street. The relocation was completed pursuant to a coordinated real estate transaction between the Village, the Morton Grove Park District, and Fifth Third Bank that allowed the Village to acquire the subject property for long-term municipal use and Fifth Third to maintain continuous operation in the area. Following completion of the necessary entitlement and permitting processes, the Village anticipates commencing construction and renovation activities for the municipal facility in 2027 and completing the project and relocation in 2028.

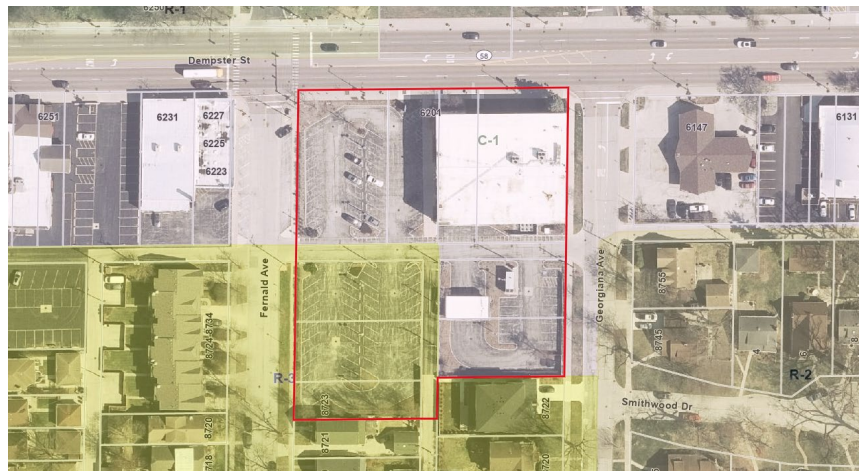
Application Note: The applicant and its architect, FGM Architects (FGMA), have been working diligently to revise the plans associated with Case PC 26-07 in response to staff comments. Certain preliminary engineering and related plans are slightly behind the ongoing updates to the architectural site plan (ZO.10) and will require revision prior to submission of a permit application to ensure consistency with the final approved site plan, including any modifications recommended by the

reviewing Commissions and incorporated into the Special Use Permit ordinance. Staff does not consider these discrepancies between the controlling site plan and subordinate plans to be a concern from an entitlement perspective. The preliminary engineering plans are intended to demonstrate the feasibility and constructability of the project and are typically refined during the final engineering and design phase prior to permitting.

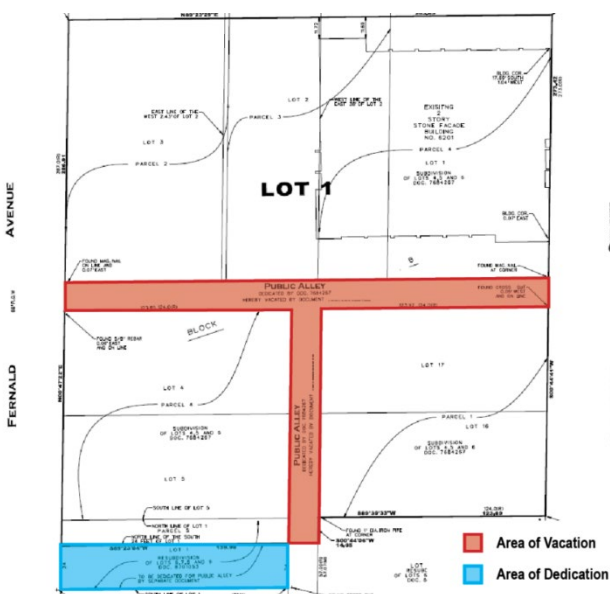
Subject Property

The 70,671-square-foot (1.622-acre) subject property is bound by Fernald Avenue on the west, Dempster Street on the north, and Georgiana Avenue on the east. The subject property is currently bisected by two alleyways that intersect in a “T” configuration near the midpoint of the site, resulting in the creation of three separate noncontiguous parcels. Including the public alley right of way, the subject property measures 72,517 square feet (1.664 acres).

The subject property is split-zoned C-1 General Commercial and R-3 General Residence, as depicted in the property location and zoning map shown below. Properties to the west, across Fernald Avenue, are zoned C-1 and R-3 and improved with a multi-tenant commercial building and townhomes, respectively. Properties to the north, across Dempster Street, are zoned C-1 and R-1 Single-Family Residence and improved with a bank branch building and park district facilities, respectively. Properties to the east, across Georgiana Avenue, are zoned C-1 and R-2 Single Family Residence and improved with an automotive repair shop and single-family homes, respectively. To the south are abutting properties zoned R-3 General Residence and improved with single-family homes.



Subject Property Location and Zoning



Plat of Consolidation Depicting Proposed Area of Vacation (Red) and Area of Dedication (Blue)

Plat of Consolidation & Vacation

The submitted “Village of Morton Grove Plat of Consolidation” is subject to review in accordance with the requirements for a minor subdivision. Under the Village Code, the consolidation of multiple parcels into a single lot is processed in the same manner as a subdivision because it alters existing property boundaries and results in the creation of a new legal lot configuration. Section 12-17-1 defines a “minor subdivision” as:

SUBDIVISION, MINOR: Any subdivision fronting on an existing street, not involving any new street or road, that cannot result in more than two (2) buildable lots.

Because the proposed plat of consolidation qualifies as a minor subdivision, it may be reviewed and approved by the Village Board as a final plat without the need for separate preliminary plat review and approval. The purpose of the proposed plat of consolidation and vacation is to: (1) vacate select portions of the existing public alley right of way so that such areas may be incorporated into the Subject Property’s private property parcel area; (2) consolidate the vacated right of way with the three

existing parcels comprising the Subject Property; and (3) dedicate a portion of the Subject Property to the Village for future use as a public alley.

Vacation: The submitted plat of consolidation includes areas of existing public alley right of way proposed to be vacated and incorporated into the subject property as private parcel area. Section 12-9-5 establishes the procedure for vacating public rights of way. Public streets or alleys are typically vacated to one or more abutting property owners. In this instance, the Village of Morton Grove is the sole abutting property owner. The Village submitted the items required for the Village Administrator to review the proposed plat in accordance with Section 12-9-5:B.1. Village staff reviewed and verified said items and, in accordance with Section 12-9-5:B.2, is issuing the following recommendations with respect to the proposed vacation:

- a. **A recommendation with regard to retention of easements, if any, within the parcel for the benefit of public utilities:** Staff recommends as a condition of approval that the applicant shall retain such easements for the benefit of public utilities as may be determined necessary and appropriate by the Village during the final design and engineering phase of the project, in coordination with the applicable utility providers. Any required easement plat or related agreement shall be subject to final review and approval by the Village Engineer and Village Administrator.
- b. **A recommendation regarding the vesting of title to the property upon vacation of the street or alley:** Staff recommends that, upon approval of the proposed vacation, title to the vacated alley right of way shall be vested to the Village of Morton Grove, as the sole abutting property owner, and be incorporated into the Subject Property in accordance with the approved plat of consolidation.
- c. **A recommendation as to whether the applicant should pay the Village reasonable compensation for the parcel, or whether compensation should be waived:** Staff recommends that compensation for the vacation of the subject alley right of way be waived. The subject property is publicly owned by the Village of Morton Grove, and the proposed vacation is being undertaken to facilitate the redevelopment and consolidation of the site for a municipal public facility serving a public purpose.

Zoning Review

The majority of the subject property is zoned in a C-1 General Commercial District, in which “governmental offices and other facilities” are classified as a Special Use. The southwest portion of the subject property is zoned R-3 General Residence and is proposed to be improved with a secure Police Department parking area, trash enclosure, generator with associated screening, and transformer with associated screening. Pursuant to Section 12-4-2:C, “municipal buildings” are allowed as a Special Use within the R-3 District, while “parking lots adjacent to a commercial property, even if separated by a public alley,” are a Permitted Use and allowed by right. Although no municipal building is proposed within the portion of the property zoned R-3, accessory structures and improvements associated with the governmental use are proposed. Accordingly, staff recommends that the Special Use Permit include approval for the “municipal buildings” use within the R-3 District to ensure the Special Use Permit accurately reflects the proposed site plan and intended use of the property. No building may be constructed within the R-3 portion of the property without a future amendment to the Special Use Permit.

While staff would typically recommend rezoning a property to establish uniform zoning as part of a redevelopment application, staff does not believe a map amendment is necessary in this case. Maintaining the existing split zoning preserves an additional layer of protection for the residences to the south and west from potential future commercial redevelopment should such redevelopment ever be proposed.

The proposed site plan complies with dimensional requirements for the C-1 District, which are set forth in Section 12-4-3:E. Three (3) waivers to Section 12-2-6:G, which controls accessory structures within yards, are requested to accommodate the proposed location of open accessory parking and the proposed trash enclosure along Fernald Avenue. The following table provides a comparison of the proposed municipal facility on the commercially zoned portion of the zoning lot against applicable dimensional controls:

Dimensional Control	Requirement	Proposed	Compliance
Minimum Front Yard (North Lot Line) (C-1 District: Sec. 12-4-3:E)	0 ft.	11.6 ft.	<i>Compliant</i>
Minimum Street Side Yard (West, East Lot Lines) (C-1 District: Sec. 12-4-3:E)	0 ft. (front yard minimum applies)	134.0 ft. (west) 0.0 ft. (east)	<i>Compliant</i>
Minimum Rear Yard (South Lot Line) (C-1 District: Sec. 12-4-3:E)	5 ft.	32.5 ft. (measured to nearest rear lot line segment)	<i>Compliant</i>

Maximum Building Height (C-1 District: Sec. 12-4-3:E)	40 ft.	32.7 ft.	<i>Compliant</i>
Maximum Floor Area Ratio (FAR) (C-1 District: Sec. 12-4-3:E)	2.0	0.7	<i>Compliant</i>
Minimum Setback for Open Accessory Parking Spaces (Sec. 12-2-6:G)	3 ft.	1.9 ft. along west lot line, 2.0 feet along south lot line	<i>Waiver to allow a setback less than 3 ft. from the west lot line</i>
Location of Open Accessory Parking Spaces (Sec. 12-2-6:G)	No portion may project into a front or street side yard	Within street side yard along Fernald Ave.	<i>Waiver to allow open accessory parking spaces within a street side yard along Fernald Ave.</i>
Detached Accessory Structures (12-2-2:B)	Max. 2	2 (garbage enclosure, generator enclosure)	<i>Compliant</i>
Detached Accessory Structure Siting (12-2-6:G)	Prohibited within required street side yard (25 ft. along Fernald Ave. in R-3 District)	Within street side yard	<i>Waiver to allow a detached accessory structure within a required street side yard</i>
Minimum Setback for Driveway (Sec. 12-2-6:G)	3 ft.	> 3 ft.	<i>Compliant</i>

To authorize the proposed site plan as presented, the applicant is requesting three (3) waivers:

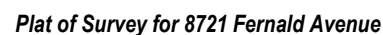
- **12-2-6:G (Minimum Setback for Open Accessory Parking Spaces):** The applicant is requesting a waiver from the minimum setback requirement for open accessory parking spaces in order to accommodate the proposed layout for the secure Police Department parking area. The reduced setbacks along the west and south lot lines are necessitated by site constraints and the overarching goal of maximizing on-site parking stalls to mitigate off-site parking impacts. The requested reductions are in locations abutting a public street and a future public alley, and are not anticipated to negatively impact adjacent properties, drainage, or overall site functionality.
- **12-2-6:G (Location of Open Accessory Parking Spaces):** The applicant is requesting a waiver to allow open accessory parking spaces within the street side yard along Fernald Avenue due to the unique configuration of the subject property. Given the site's three street frontages, it would be difficult to design a functional building and parking that avoids locating parking within a street side yard.
- **12-2-6:G (Detached Accessory Structure Siting):** The proposed trash enclosure along Fernald Avenue is within the R-3 General Residence District, which requires a minimum 25-foot street side yard. Per Section 12-2-6:G, detached accessory structures are not permitted within a street side yard. Accordingly, the applicant is requesting a waiver to allow the trash enclosure within 25 feet of the Fernald Avenue west lot line. The waiver is necessitated by site layout constraints and the need to locate trash service functions in an area accessible to the Village's waste collection provider. Due to the enclosure's limited size, screening, and location adjacent to public rights-of-way rather than residential property, the waiver is not anticipated to create significant adverse impacts on adjacent properties. The site plan was also revised at staff's request to provide an eight-foot (8') sight line triangle at the nearby sidewalk and driveway intersection to improve visibility for drivers and pedestrians.

Site Access & Design

The applicant submitted a site plan depicting the locations and dimensions of existing and proposed structures, including the footprint of the existing building and the proposed 13,442-square-foot addition to the south. A public and employee parking lot in substantial conformity with existing conditions is proposed immediately west of the existing building, with a secure Police Department parking area located south of the public parking lot. The existing alleyways that bisect the site will be vacated as and incorporated into the subject property through a plat of consolidation. A new 24-foot publicly dedicated alleyway, 18 feet of which will be paved, will be established along the subject property's south lot line from the existing alley to Fernald Avenue to maintain through access for the block.

The site plan is designed to accommodate existing features on the property while accommodating the operational needs of the municipal facility. The plan maintains the existing building orientation, preserving the character of the Dempster Street frontage, with no significant modifications proposed to the front elevation facing the corridor. The proposed addition is located to the south of the existing building in a manner that complements the existing site layout and minimizes visual impacts along Dempster Street. The public parking lot remains prominently located along the Dempster Street frontage and benefits from convenient vehicular access using the signalized intersection at Fernald Avenue.

Impacts to Property at 8721 Fernald Avenue: The Village has worked closely with the owners of the single-family residential property immediately south of the subject property, located at 8721 Fernald Avenue, to ensure the proposed project does not negatively impact their use and enjoyment of their property. The submitted site plan depicts a new public alley adjacent to the property, replacing an existing landscaped island with five trees.



In addition, a portion of the rear yard fencing currently encroaches onto the Village-owned subject property.

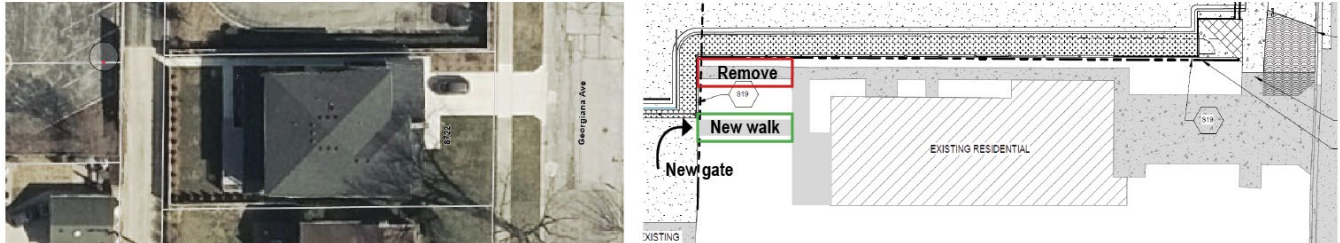
In multiple meetings with staff, the property owners have expressed support for the overall project but indicated that they do not want to lose functional side yard space and wish to maintain privacy within their rear yard. The Village's initial site plan proposed locating the public alley approximately one foot (1') from the north side lot line of 8721 Fernald Avenue, resulting in a separation of just over three feet (3') between the alley and the residence. The Village worked aggressively with FGM to revise the site design and shift the alley further north in order to increase the buffer between the residential property and the proposed alley. The revised site plan now proposes a six-foot (6') setback between the north side lot line of 8721 Fernald Avenue and the future alley edge of pavement. Within this unpaved buffer area, the Village proposes to install, at its expense, new Trex composite privacy fencing centered within the buffer area between the home's front building line and the rear lot line, providing a compliant ten-foot (10') sight line triangle at the intersection of the alleyways. The improvements are depicted below and will be subject to final review and agreement with the property owner at 8721 Fernald Avenue.



Impacts to Property at 8722 Georgiana Avenue: The Village is also working with the owner of the single-family residential property immediately south of the subject property, located at 8722 Georgiana Avenue, to ensure the proposed project does not negatively impact their use and enjoyment of their property. The submitted site plan depicts new privacy and ornamental fencing along the south lot line abutting the residential property. The proposed addition will be located 32.5 feet north of the residential property's north lot line, with substantial separation provided by a secure Police Department access drive and a

landscape buffer.

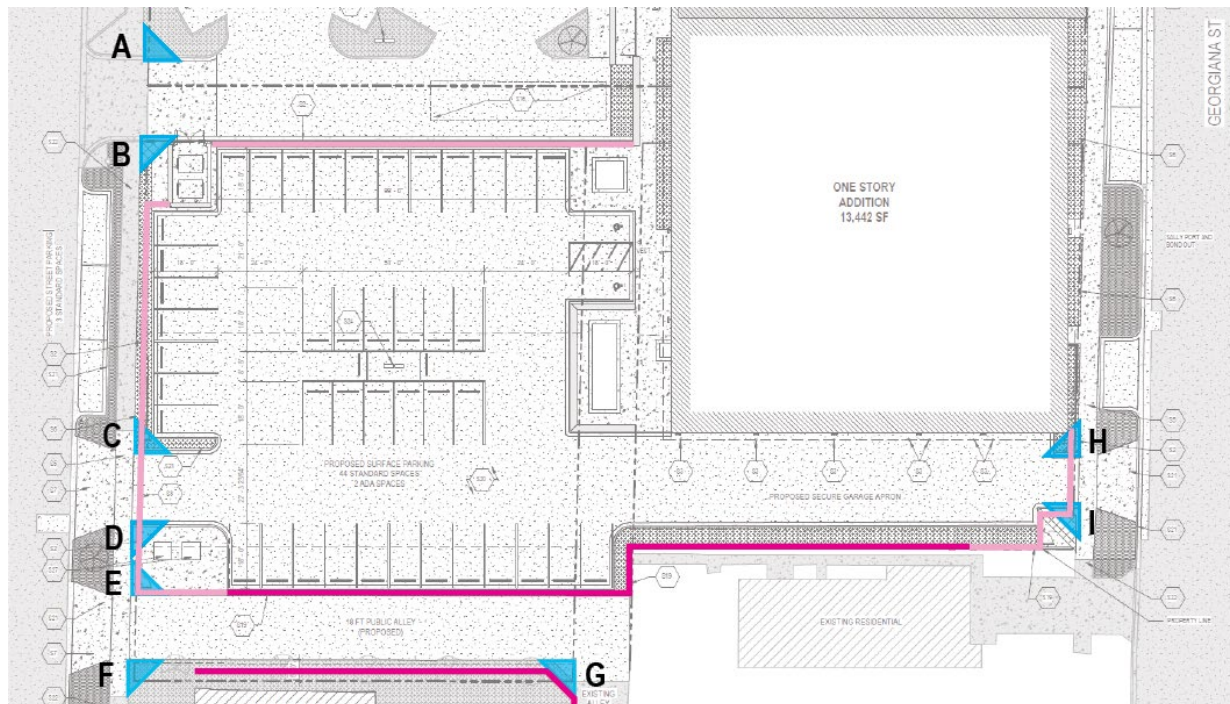
The residential property's existing access to the alley will be affected by the proposed vacation of a portion of the public alley currently used by the residence for alley access and refuse collection. To accommodate this change, the Village proposes to install, at its sole expense, a new walkway and access gate on the residential property, relocating the alley access point and pedestrian connection south of its existing location. The proposed improvements are depicted below and will be subject to final review and agreement with the property owner at 8722 Georgiana Avenue.



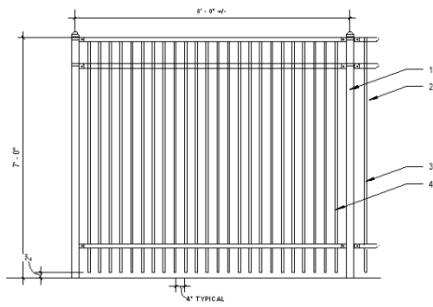
Proposed Improvements at 8722 Georgiana Avenue

As a condition of approval, staff recommends that the proposed modifications and improvements associated with the adjacent single-family residential properties, including but not limited to fencing, landscaping, walkway modifications, gates, and relocated access points, be incorporated into the final approved site plan, subject to review and approval by the affected property owners and the Village Administrator. The installation of such improvements shall be completed by the Village at its sole expense prior to issuance of a final certificate of occupancy for the project, or at such other time as may be mutually agreed upon by the respective property owners and the Village.

Fencing & Sight Lines: The applicant is proposing a combination of ornamental fencing and privacy fencing at a height of seven feet (7') around the perimeter of the Police Department's secure parking area and accessways. The location of proposed fencing, as presented in the submitted plan, is shown below, with ornamental metal fencing depicted in light pink and Trex composite privacy fencing depicted in pink. The height of the privacy fencing serving the single-family residence at 8721 Fernald Avenue will not exceed six feet (6') in height. The proposed metal ornamental fencing will have one-inch (1") pickets with four-inch (4") spacing, providing a transparency level of approximately 80%. The locations at which ten-foot by ten-foot (10' x 10') sight lines are required to be provided if fencing is present are also noted for discussion purposes.



Proposed Fencing and Sight Lines



Proposed Ornamental Metal Fencing and Trex Composite Privacy Fencing

Additionally, Section 12-11-3:G.6 establishes a similar sight line requirement for landscaping at the intersection of any accessways: “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.” A review of each sight line location, as depicted in the graphic on the previous page, is provided below.

- **A:** No fencing is proposed. Existing shrubs are located in this area and will be reviewed as part of the final permitting process to ensure compliance with the landscaping sight line requirements set forth in Section 12-11-3:G.6.
- **B:** An eight-foot-tall (8') trash enclosure is proposed at this location. As depicted in the submitted site plan (and yet to be updated in the engineering and other related plans), staff requested that FGM move the trash enclosure as far back from the intersection and provide as compliant a sight line as possible at this location. As currently presented, the proposed sight line is eight feet (8') by eight feet (8'), **necessitating a waiver of two feet (2')** if the fencing sight line requirement is applied.
- **C & D:** Seven-foot-tall (7') ornamental fencing is proposed along the property line at these locations, obstructing a portion of the sight line triangle and **necessitating a waiver**. Staff notes that the fencing is 80% transparent and that pedestrians will be aware of vehicles entering and exiting the site due to the movement of the sliding gate, which takes approximately ten (10) seconds to fully open or close. The Traffic Safety Commission has recommended security warning lights to provide an additional safety measure.
- **E:** Seven-foot-tall (7') ornamental fencing is proposed along the property line in this location, fully wrapping the corner. *As a condition of approval, staff recommends requiring a ten-foot sight line triangle at this location to bring the fencing into compliance with the sight line requirement.* The enclosed area at this location will house electrical equipment, so the final design may be subject to review by ComEd engineers.
- **F:** No fencing is proposed. Any future landscaping in this area and will be reviewed to ensure compliance with the landscaping sight line requirements set forth in Section 12-11-3:G.6.
- **G:** A conforming ten-foot (10') sight line triangle will be provided at the intersection of the alleyways.
- **H & I:** Seven-foot-tall (7') ornamental fencing is proposed along the property line at these locations, obstructing a portion of the sight line triangle and **necessitating a waiver**. Staff notes that the fencing is 80% transparent and that pedestrians will be aware of vehicles entering and exiting the site due to the movement of the sliding gate, which takes approximately ten (10) seconds to fully open or close. The Traffic Safety Commission has recommended security warning lights to provide an additional safety measure.

As noted above, variations from the requirements of Section 12-3-5 are necessary to approve the fencing plan at the subject property as presented. The table below provides a comparison of the presented fencing plan against Code requirements, and the waivers requested to authorize the plan.

Fencing Control	Requirement	Proposed	Compliance
Fence Location (Sec. 12-3-5:A)	No fence allowed in any portion of a front or street-side yard	Fence proposed within 25-ft. yard along Fernald Ave. within R-3 District	<i>Waiver requested to allow fencing within the 25-foot required yard along Fernald Ave. (R-3 District)</i>
Fence Height (Sec. 12-3-5:D)	Max. 7 ft. (in commercial district or residential district with adjacent commercial)	7 ft. fencing, 8 ft. trash enclosure	<i>Waiver to allow 8 ft. screening of the trash enclosure</i>
Sight Line Triangle (Sec. 12-3-5:B)	10-ft. by 10-ft. sight line triangle must be provided at intersection of accessways	Fencing within required sight line areas in select locations	<i>Waiver requested to allow fencing within sight line areas in select locations</i>
Eligibility for Street Side Yard Fencing (Sec. 12-3-5:C.1)	May not be on a property which is part of a block face with one or more front yards	On block face with more than one front yards	<i>Waiver requested to allow street side yard fencing on ineligible property</i>
Street Side Yard Fencing Location (Sec. 12-3-5:C.2)	Must be behind the rear portion of the principal structure closest to the street side yard property line	Street side yard fencing proposed to side of principal structure (west side)	<i>Waiver requested to allow street side yard fencing to side of principal structure</i>
Street Side Yard Fencing Height (Sec. 12-3-5:C.3)	Max. 4 ft.	7 ft.	<i>Waiver to allow 7 ft. fencing in a street side yard</i>
Street Side Yard Fencing Transparency (Sec. 12-3-5:C.4)	Min. 50%	80%	<i>Compliant</i>

To authorize the proposed site plan as presented, the applicant is requesting the following waivers:

- **12-3-5:A (Fence Location):** The applicant is requesting a waiver to allow fencing within the 25-foot required yard along Fernald Avenue within the area that is zoned R-3 General Residence, wherein a 25-foot street side yard applies. The proposed fencing within the Fernald Avenue “front yard” area along the block face is proposed to be ornamental with 80% transparency. The fencing is necessary in this location to provide adequate secure Police Department parking and controlled access to the site. It is noted that such fencing would be a permitted improvement in this location if the property were fully zoned C-1.
- **12-3-5:D (Fence Height):** The applicant is requesting a waiver to allow a trash enclosure height of eight feet (8’), which exceeds the maximum fence height of seven feet (7’) by one foot (1’). The additional height is requested to ensure adequate screening of the refuse containers and to maintain visual compatibility with surrounding improvements.
- **12-3-5:B (Sight Line Triangle):** The applicant has worked with FGM to optimize sight lines at the public and employee access points along Fernald and Georgiana Avenues, but waivers must be requested to authorize the plan as presented and provide the applicant with a site design that accommodates the needs of its public use and operations (see locations B, C, D, H, I). While the perimeter fencing and existing site constraints present design challenges, staff has requested several minor modifications and conditions of approval to further enhance visibility at these access points. Consideration has been given to factors such as the timing of gate operations, the location of potential visual obstructions, and the intended users of each accessway.

At the June 4, 2026 Traffic Safety Commission meeting, the Commissioners discussed sight lines and pedestrian and vehicle visibility in relation to the project. Given that the perimeter of the Police Department parking area is secured with ornamental fencing along Georgiana and Fernald Avenues, the vehicular access drives serving this area were identified as the primary area of concern. FGM confirmed that the sliding vehicular gates at the Georgiana and Fernald Avenue entrances provide a timed physical barrier that helps prevent unsafe conflicts with adjacent sidewalks and pedestrians. The gates require approximately ten (10) seconds to fully open and close, making their operation readily noticeable to passing pedestrians. Commissioners further discussed the potential installation of lighting features to accentuate when the gates are in operation and to alert the public to vehicles entering and exiting the site. This recommendation was formally forwarded to the Plan Commission and has been incorporated into the recommended conditions of approval.

- **12-3-5:C.1 (Eligibility for Street Side Yard Fencing):** The applicant is requesting approval of street side yard fencing along Fernald Avenue on a subject property that is not otherwise eligible for street side yard fencing, as it is located along a block face with one or more front yards. The request is necessary to provide a secured perimeter for adequate Police Department parking. The proposed fencing is ornamental in design and approximately 80% transparent to maintain visual permeability along the streetscape. Plans have been shared with adjacent property owners, and no objections have been raised.
- **12-3-5:C.2 (Street Side Yard Fencing Location):** The applicant is requesting a street side yard that is not in line with or behind the portion of the principal structure closest to the street side yard property line to allow the secure Police Department fencing to extend north of the rear building line and to the side of the principal structure. This waiver is being requested to provide sufficient secured parking to accommodate sworn Police Department personnel and fleet vehicles. If the street side yard fencing were required to be brought into alignment with the rear building line, the Department's operational and security needs could not be adequately accommodated.
- **12-3-5:C.3 (Street Side Yard Fencing Height):** The applicant is requesting street side yard fencing along Fernald Avenue that is higher than the maximum four feet (4') permitted by Code. The increased height is necessary to meet the security and operational needs of the Police Department, including providing a secure perimeter for sworn staff parking and controlled access to the site. The proposed fencing is seven feet (7') in height, which is consistent with the maximum height permitted in commercial districts and where residential properties abut commercial uses.

Building Design, Lighting, Signage & Landscaping

Building design, materials, lighting, landscaping, and signage are reviewed and discussed in the Staff Report to the Appearance Commission in the case of AC 26-08, attached hereto as **Attachment A**.

Traffic & Parking Impact

The applicant submitted a traffic and parking impact study prepared by Kimley-Horn. As part of the traffic engineering firm's analysis, the existing roadway network was evaluated to assess current operations at the study intersections. Projected site-generated trips were then added to existing traffic volumes to determine the potential impacts of the proposed project on the surrounding roadway network. The study concludes on page 28 that: "While the new Village Hall and Police Department is expected to generate some additional traffic, the estimated new trips associated with this project account for less than two percent of the total intersection volume at the Dempster Street/Fernald Avenue intersection. All study intersections are anticipated to continue to operate with acceptable levels of service under future conditions with the addition of traffic generated by the relocated Village Hall and Police Department. Therefore, no off-site improvements are recommended to accommodate the new Village Hall and Police Department."

That said, concerns regarding the Dempster Street and Fernald Avenue intersection, as well as broader safety conditions along the Dempster corridor, have been raised through the Dempster Corridor Plan process and through general resident feedback. The Village will continue to evaluate this intersection as part of ongoing planning and engineering reviews to determine whether additional signage or other improvements are warranted and, if so, which measures may be most effective in enhancing pedestrian, cyclist, and vehicular safety.

In order to minimize neighborhood parking impacts, one of the Village's main objectives in project design was to maximize the number of dedicated parking spaces to the proposed municipal use. Currently, there are 107 off-street parking spaces that serve the existing municipal facility at 6101 Capulina Avenue. Kimley-Horn observed parking at the site on October 14, 2025, the day of a Village Board meeting at which somewhat elevated attendance was expected to occur. For the overall site, the overall peak parking activity observed was a total of 53 occupied spaces out of a total of 107 spaces, or 50% utilization.

The Village is proposing to provide 93 on-site parking spaces, 39 for non-sworn employee and public parking in the north lot and 53 for sworn Police Department employees and fleet vehicles in the south lot and enclosed garage areas. Additionally, the Village is proposing to construct nine (9) on-street parking spaces that will be restricted to Village use for employee and fleet vehicles. In total, the use will be served by 102 dedicated parking spaces.

Considering only off-street parking and applying the Village Code parking requirement of one (1) space per 500 square feet of gross floor area, the minimum off-street requirement set forth by Code is 99 parking spaces, which presents a deficit of six (6) spaces. However, including the on-street dedicated parking, the proposed use has sufficient parking capacity to meet the Code minimum.

With complete data available on fleet vehicle and employment numbers, staff prepared a parking layout showing the possible location of all employee parking and fleet vehicles, which demonstrates that there is adequate parking capacity to accommodate all employee and fleet vehicles and provide a fair amount of public parking for visitors. It should be noted that the parking plan assumes maximum peak demand for Police Department shift changes and that each employee drives their own personal vehicle to work. At this time, staff is aware that at least five (5) employees working at Village Hall use other modes of transportation to commute to work and do not have personal vehicles parked on-site.

Staff notes that the driveway and aisle dimensions of the off-street parking lot for the Police Department are slightly less than the minimum dimensions the Village requires, and which may be varied by approval of the Village Engineer. Per the Village Engineer, "this variance from the standard is not expected to cause any operational problem in the [north] parking lot," where proposed dimensions generally match existing conditions. For the south lot, the Village Engineer states that "the parking lot is a secure area limited to the Police Department operations. Police officers are trained, professional drivers and the dimensional variations in a limited number of parking spaces should not introduce an operation problem." *Still, as a condition of approval, staff recommends that prior to the issuance of a building permit, the applicant shall submit all turning path diagrams requested by the Fire Prevention Bureau Coordinator, Director of Community and Economic Development, and Village Engineer, subject to the review and approval of the Village Administrator.*

The submitted traffic and parking impact study recommends the installation of on-site bicycle parking to encourage the use of non-motorized transportation. In response, the site plan has been revised to include a designated area for bicycle parking. The final design and configuration will be determined during the development of the final construction plans.

Stormwater Detention

The proposed project is subject to the stormwater management requirements of both the Metropolitan Water Reclamation District (MWRD) and the Village. The submitted plans include underground stormwater detention facilities beneath the secure Police Department parking area, which is proposed to be fully reconstructed. The preliminary stormwater system design and calculations have been provided as part of the application and determined to be sufficient by the Village Engineer. Compliance with all applicable MWRD and Village stormwater detention and volume-control requirements will be verified through the final engineering and permitting process.

Snow Removal & Trash Collection

The submitted plans do not include a formal snow removal and storage plan. However, snow management needs have been reviewed extensively by Village staff as part of the project evaluation and can be accommodated by the proposed site design. Snow is anticipated to be plowed to on-site landscape areas under typical conditions, with off-site storage at the Civic Center property available during significant snowfall events if necessary. *To ensure that snow removal operations are adequately planned and coordinated, staff recommends a condition of approval requiring the applicant to prepare a snow removal and storage plan, subject to review and approval by the Public Works Director.*

A trash enclosure is proposed at the northwest corner of the secure Police Department parking area. The Village Engineer has stated that garbage collection is expected to continue to be provided by the Village's vendor. The collection is planned to be from the north side of the corral just after the garbage truck enters the site. The garbage truck will likely circle the public parking lot and exit the site. The forward movement of the truck through the site is expected to provide a safer environment for all users at the site.

Sustainable Design Features

The proposed project incorporates a variety of sustainable design elements intended to improve energy efficiency, reduce resource consumption, and support long-term operational savings. Key features include:

- Compliance with the current Illinois Energy Conservation Code (IECC), which is based on ASHRAE 90.1 and exceeds prior federal energy code requirements.
- Building energy modeling completed using the ASHRAE compliance method to evaluate and optimize anticipated energy performance.
- High-efficiency LED lighting throughout the building and site.
- Occupancy and vacancy sensors in interior spaces to reduce unnecessary energy use.
- Low-flow plumbing fixtures to reduce water consumption.
- Use of low-VOC paints and wall coverings to support improved indoor air quality.
- High-efficiency emergency generator designed to reduce fuel use and emissions compared to conventional systems.

- Dark-sky-compliant exterior lighting to reduce light pollution while maintaining safe and effective site illumination.
- Conduit for future electric vehicle (EV) charging stations, allowing for phased implementation that can take advantage of future grant opportunities.
- Accommodations for potential future rooftop solar installations and associated electrical infrastructure.
- Native landscaping to reduce irrigation demands, improve habitat, and enhance long-term landscape resilience.
- Improved stormwater management through new underground detention capacity.
- Bicycle parking to encourage non-motorized transportation.
- Reusing and renovating an existing building instead of tearing it down and rebuilding, which reduces construction waste and lowers the environmental impact of making all-new materials.
- Location along the Dempster Street Pulse bus rapid transit corridor, a major transit route, to encourage the use of public transportation and reduce reliance on single-occupancy vehicle trips.

Collectively, these measures support reduced energy and water consumption, improved multimodal access, enhanced environmental performance, and long-term operational efficiency for the facility.

Public Hearings

Appearance Commission

On June 2, 2026, the Appearance Commission reviewed the application and unanimously approved (6-0) an Appearance Certificate for the proposed project and forwarded a recommendation of approval of case PC 26-07 to the Plan Commission. The staff report to the Appearance Commission is included as **Attachment A**. *The Appearance Commission provided comments and conditions of approval, which are incorporated into the proposed conditions of the Special Use Permit.*

Traffic Safety Commission

In accordance with Section 12-16-4 of the Unified Development Code, the applicant appeared before the Traffic Safety Commission (TSC) at their June 4, 2026, meeting. The Commissioners discussed the applicant's proposed operations at the property and related traffic and parking impacts. After hearing all testimony and considering the application, the Commission voted unanimously (5-0) to recommend approval of the application. The following comments were forwarded to the Plan Commission for consideration and have been incorporated into the recommended conditions of approval:

- 1) *The applicant shall evaluate the potential installation of a stop sign at the intersection of the new alley segment and the Fernald Avenue sidewalk to require vehicles to stop prior to entering the sidewalk and alley apron area. If determined to be warranted and feasible, the stop sign shall be installed accordingly.*
- 2) *The Village shall evaluate the feasibility of installing security warning lights at the vehicular gates serving the secure Police Department parking area and associated access drives to provide pedestrians with advance warning of vehicles entering and exiting the property at these locations. If determined to be feasible, such warning lights shall be installed accordingly.*

Departmental Review

Building and Inspectional Services, the Police Department, the Fire Department, and Public Works/Engineering were provided several advance opportunities to review and comment on the proposed plans. All comments issued during that review have been addressed through site plan modifications prior to submittal of the application. Any remaining minor issues that may arise in final design and engineering will be addressed through the permitting process.

- **Building & Inspectional Services:** No comments.
- **Police Department:** No comments.
- **Fire Department:** No comments.
- **Public Works Department/Engineering:** No comments.

Standards for Review

The Standards for Special Uses are established in Section 12-16-4:C.5 of the Unified Development Code:

Standards For Special Uses: The following standards for evaluating special uses shall be applied in a reasonable manner, taking into consideration the restrictions and/or limitations which exist for the site being considered for development:

1. Preservation Of Health, Safety, Morals, And Welfare: The establishment, maintenance and operation of the special use will not be detrimental to or endanger the public health, safety, morals or general welfare.
2. Adjacent Properties: The special use should not be injurious to the use and enjoyment of other property in the immediate vicinity for the uses permitted in the zoning district.
3. Orderly Development: The establishment of the special use will not impede normal and orderly development or impede the utilization of surrounding property for uses permitted in the zoning district.
4. Adequate Facilities: Adequate utilities, access roads, drainage and other necessary facilities are in existence or are being provided.
5. Traffic Control: Adequate measures have been or will be taken to provide ingress and egress designed to minimize traffic congestion on the public streets. The proposed use of the subject site should not draw substantial amounts of traffic on local residential streets.
6. Adequate Buffering: Adequate fencing and/or screening shall be provided to ensure the right of enjoyment of surrounding properties to provide for the public safety or to screen parking areas and other visually incompatible uses.
7. Conformance To Other Regulations: The special use shall, in all other respects, conform to applicable provisions of this title or amendments thereto. Variation from provisions of this title as provided for in subsection 12-16-3A, "Variations", of this chapter, may be considered by the plan commission and the Village board of trustees as a part of the special use permit.

The Standards for Subdivisions are established in Section 12-16-4:D.3 of the Unified Development Code:

Standards for Subdivisions: The following standards for evaluating subdivisions shall be applied in a reasonable manner, taking into consideration the restrictions and/or limitations which exist for the site being considered for development:

1. Orderly Development: The proposed subdivision will encourage orderly and harmonious development within the village.
2. Coordination of Streets: The streets within the proposed subdivision will coordinate with other existing and planned streets within the village.
3. Coordination of Utilities: The utilities within the proposed subdivision will coordinate with existing and planned utilities, and create a uniform system of utilities within the village.
4. Consistency with Comprehensive Plan: The proposed subdivision will be evaluated based on its consistency with the overall land use policies of the village as may be expressed in the village's comprehensive plan.

Recommendation

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

Motion to recommend approval of Case PC 26-07, a request for approval of a Special Use Permit for municipal buildings and governmental offices and other facilities in accordance with Sections 12-4-2:C and 12-4-3:D, a Minor Subdivision in accordance with Chapter 12-8, and a Vacation in accordance with Section 12-9-5 for the property commonly known as 6201 Dempster Street in Morton Grove, Illinois, all within a C-1 General Commercial District and an R-3 General Residence District with waivers for accessory structures (Section 12-2-6), fences (Section 12-3-5), landscaping (Chapter 12-11), off-street parking (Chapter 12-7), and signage (Chapter 10-10), subject to the following conditions:

1. *The applicant shall retain such easements for the benefit of public utilities as may be determined necessary and appropriate during the final design and engineering phase of the project, in coordination with the applicable utility providers. Any required easement plat or related agreement shall be subject to final review and approval by the Village Engineer and Village Administrator.*
2. *The proposed modifications and improvements associated with the adjacent single-family residential properties, including but not limited to fencing, landscaping, walkway modifications, gates, and relocated access points, be incorporated into the final approved site plan, subject to review and approval by the affected property owners and the Village Administrator. The installation of such improvements shall be completed by the Village at its sole expense prior to issuance of a final certificate of occupancy for the project, or at such other time as may be mutually*

agreed upon by the respective property owners and the Village.

- 3. A ten-foot sight line triangle shall be provided at the southwest corner of the secure Police Department parking lot perimeter fencing, subject to final review and approval by the Village Administrator.*
- 4. Prior to filing any permit application, the applicant shall provide the Village with site plan and building specifications for review and approval. Site plan and building specifications must be deemed consistent with the approved materials and Appearance Commission discussion, as determined by the Director of Community and Economic Development and Appearance Commission Chairperson. If such designs are deemed to be inconsistent with the approved materials or discussion with the Appearance Commission, or are deemed to be of a lower quality than the approved materials, then the applicant will be required to file an application for an amendment to the Appearance Certificate.*
- 5. The applicant shall submit a final landscape plan depicting final proposed plantings and related landscape improvements for review and approval by the Appearance Commission. The applicant shall install such plantings and related improvements prior to issuance of a certificate of occupancy, unless otherwise approved by the Appearance Commission.*
- 6. Illuminated signage and other illuminating features on the property may not exceed 5,000K (degrees Kelvin).*
- 7. Four (4) trees shall be planted by the applicant within the public right of way with preference given to locations in proximity to the subject property, subject to review and approval by the Director of Community and Economic Development and Director of Public Works.*
- 8. The applicant shall explore opportunities to break up the addition's blank wall areas along the east elevation through the incorporation of vertical landscaping, public art, architectural treatments, or similar design elements intended to enhance visual interest, subject to review and approval by the Director of Community and Economic Development.*
- 9. The applicant shall evaluate the potential installation of a stop sign at the intersection of the new alley segment and the Fernald Avenue sidewalk to require vehicles to stop prior to entering the sidewalk and alley apron area. If determined to be warranted and feasible, the stop sign shall be installed accordingly.*
- 10. The Village shall evaluate the feasibility of installing security warning lights at the vehicular gates serving the secure Police Department parking area and associated access drives to provide pedestrians with advance warning of vehicles entering and exiting the property at these locations. If determined to be feasible, such warning lights shall be installed accordingly.*
- 11. To ensure that snow removal operations are adequately planned and coordinated, the applicant shall prepare a snow removal and storage plan, subject to review and approval by the Public Works Director.*
- 12. Prior to the issuance of a building permit, the applicant shall submit all turning path diagrams requested by the Fire Prevention Bureau Coordinator, Director of Community and Economic Development, and Village Engineer, subject to the review and approval of the Village Administrator.*

(Any other conditions recommended by the Plan Commission)

Attachment D

Final Plans and Supporting Documents for PC 26-07

1. *Special Use Application, submitted by Charles L. Meyer, Village Administrator, Village of Morton Grove, dated May 11, 2026*
2. *Subdivision Application, submitted by Charles L. Meyer, Village Administrator, Village of Morton Grove, dated May 11, 2026*
3. *Vacation Application, submitted by Charles L. Meyer, Village Administrator, Village of Morton Grove, dated May 11, 2026*
4. *Special Warranty Deed, 6201 Dempster Street, in favor of Village of Morton Grove*
5. *ALTA/NSPS Land Title Survey for 6201 Dempster Street, prepared by Gremley & Biedermann, a Division of PCLS Corporation, dated June 19, 2023*
6. *Village of Morton Grove Plat of Consolidation, prepared by Webster, McGrath & Ahlberg Ltd., dated April 28, 2026*
7. *Architectural Site Plan (Z0.10), prepared by FGM Architects, dated May 21, 2026*
8. *Existing Conditions Plan (C-1.1), prepared by FGM Architects, dated November 13, 2025*
9. *Site Demolition Plan (C-1.2), prepared by FGM Architects, dated November 13, 2025*
10. *Paving and Layout (C-2), prepared by FGM Architects, dated November 13, 2025*
11. *Grading Plan (C-3), prepared by FGM Architects, dated November 13, 2025*
12. *Utility Plan (C-4), prepared by FGM Architects, dated November 13, 2025*
13. *Erosion Control Plan (C-4), prepared by FGM Architects, dated November 13, 2025*
14. *Architectural Site Plan (Z0.10, with Parking Plan Overlay), prepared by FGM Architects and Village Staff, dated May 21, 2026*
15. *Parking Plan, prepared by FGM Architects and Village Staff, dated May 21, 2026*
16. *Accessible Parking, Bicycle Parking, and Pedestrian Access Plan, prepared by FGM Architects and Village Staff, dated May 21, 2026*
17. *Auto Turn (AT-1), prepared by FGM Architects, dated November 13, 2025*
18. *Refuse Vehicle Auto Turn Exhibits (Fernald Avenue & New Public Alley, Morton Grove, IL) (2 sheets), prepared by Kimley-Horn*
19. *Ground Mounted Utilities & Screening, prepared by FGM Architects and Village Staff, dated May 21, 2026*
20. *Fire Hydrants & Fire Department Connection Plan, prepared by FGM Architects, dated November 13, 2025*
21. *Exterior Elevations (Z2.00), prepared by FGM Architects, dated May 7, 2026*
22. *Renderings (View A – Day, View A – Night, View B, View C, 3 sheets), prepared by FGM Architects, dated 2026*
23. *Materials Palette, prepared by FGM Architects, dated 2026*
24. *Electrical Site Photometric (E0.02 – E0.08, 6 sheets), prepared by FGM Architects & Millies Engineering Group, dated February 23, 2026*
25. *Landscape Plan (L-1), prepared by FGM Architects, dated May 22, 2026*
26. *Exterior Details (Z2.01), prepared by FGM Architects, dated May 7, 2026*
27. *Dimension Plan (Z1.20, Z1.21A, Z1.21B, Z1.22, 4 sheets), prepared by FGM Architects, dated May 7, 2026*
28. *Village Hall & Police Department Traffic Impact Study, prepared by Kimley-Horn, dated April 2026*

Attachment D on file with the Department of Community & Economic Development

Legislative Summary

Resolution 26-45

APPROVING AN ECONOMIC INCENTIVE AND TAX INCREMENT ALLOCATION FINANCING DEVELOPMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF MORTON GROVE, ILLINOIS, AND ANDY'S FROZEN CUSTARD STORES, LLC, IN REGARD TO CERTAIN REAL PROPERTY LOCATED IN THE SAWMILL STATION REDEVELOPMENT AREA AND THE EXPENDITURE OF FUNDS FROM THE SAWMILL STATION TAX INCREMENT FINANCING DISTRICT FUND

Introduced:	July 28, 2026
Purpose:	To approve an economic incentive and tax increment allocation financing development agreement by and between the Village of Morton Grove and Andy's Frozen Custard Stores, LLC.
Background:	Andy's Frozen Custard Stores, LLC (the "Developer") is the contract purchaser of a 1.10-acre unimproved property commonly known at 6724 Dempster Street in Morton Grove, Illinois (the "Property"). The Property consists of two unimproved lots measuring approximately 31,223 square feet (0.72 acres) in the C-1 General Commercial District (the "Commercial Property"), and two adjacent unimproved lots measuring approximately 16,810 square feet (0.39 acres) in the R-2 Single-Family Residential District (the "Residential Property"). The Developer is willing to develop the Commercial Property with common storm water detention facilities to service both the Residential Property and the Commercial Property (the "Common Facilities"), and an approximately 2,000-square-foot Andy's Frozen Custard restaurant with a drive-through facility and accessory parking spaces for the Property (the "Development"), and to sell the Residential Property to a developer who will build one (1) single-family residence on each of the two (2) residential lots (the "Residential Development"). The Developer intends to apply for and obtain a Special Use Permit authorizing construction of a drive-through facility. Construction of the Development is expected to cost \$4.505 million and is not economically feasible without Village assistance. The Developer and Village staff have negotiated an Economic Development Agreement that will reimburse the Developer up to \$1.28 million in TIF-eligible costs incurred by the Developer (the "Assistance") in return for the construction of the Development (the "Agreement"). However, the net assistance to be provided to the Developer is estimated to be \$780,000. Under the terms of the Agreement: • At the closing of the Property, the Village will lend the Developer \$880,000 and hold a note and mortgage secured by the Property for said loan for the Developer's purchase of the Property ("Purchase Note"); • Upon the Developer's sale of the Residential Property, the net proceeds to the Developer (after payment of all reasonable costs of sale) will be paid to the Village to pay down any amount due and owing on the Purchase Note. This payment is anticipated to reduce the Purchase Note by \$500,000, minus expenses, reducing the anticipated reimbursement amount to \$780,000; • The Village will reimburse the Developer up to \$400,000 for TIF Eligible Expenses ("TIF Eligible Expenses") relating to the completion of site improvements. The approximately \$780,000 in anticipated net assistance to the Developer represents 17.3% of total project costs. The Development is expected to generate approximately \$70,000 in property taxes and \$50,000 in local sales taxes annually. The Residential Development is expected to generate approximately \$40,000 in annual property taxes.
Departments Affected	Administration, Legal, Finance, and Community Development
Fiscal Impact:	The Developer may receive up to \$1,280,000 in TIF funds from the Sawmill Station TIF District upon satisfying certain development requirements. The Village anticipates being reimbursed approximately \$500,000 from the proceeds of the sale of the Residential Property.
Source of Funds:	TIF incremental property taxes and sales taxes generated by the Development
Workload Impact:	Village staff, with the assistance of its TIF consultants, will implement and manage the Agreement.
Admin. Rec	Approval as presented
2nd Reading:	Not Required
Special Considerations:	None

RESOLUTION 26-45

APPROVING AN ECONOMIC INCENTIVE AND TAX INCREMENT ALLOCATION FINANCING DEVELOPMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF MORTON GROVE, ILLINOIS, AND ANDY'S FROZEN CUSTARD STORES, LLC, IN REGARD TO CERTAIN REAL PROPERTY LOCATED IN THE SAWMILL STATION REDEVELOPMENT AREA AND THE EXPENDITURE OF FUNDS FROM THE SAWMILL STATION TAX INCREMENT FINANCING DISTRICT FUND

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

WHEREAS, the President and Board of Trustees of the Village of Morton Grove, Cook County, Illinois, have the authority to promote the health, safety, and welfare of the Village of Morton Grove 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 ("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 July 8, 2019, the Village, pursuant to and in accordance with the Act, adopted (i) Ordinance No. 19-06 approving the Redevelopment Plan and Project for the Sawmill Station TIF, (ii) Ordinance 19-07 designating the Sawmill Station Project Area, and (iii) Ordinance 19-08 adopting Tax Increment Allocation Financing for the Sawmill Station Redevelopment Project Area (collectively, “TIF Ordinances”), which established the Sawmill Station Tax Increment Finance Redevelopment Project Area (“TIF District”); and

WHEREAS Andy's Frozen Custard Stores, LLC, ("Developer"), is an Illinois limited liability company organized pursuant to the laws of Illinois and is the contract purchaser of a 1.10-acre parcel of unimproved property commonly known as 6724 Dempster Street in Morton Grove, Illinois, located at the northeast corner of Dempster Street and Birch Avenue (PIN 10-18-400-048-0000; 10-18-400-056-0000; 10-18-400-061-0000; and 10-18-400-062-0000) ("Property"); and

WHEREAS, the Village and Developer have negotiated an Economic Incentive and Tax Increment Allocation Financing Development Agreement for the development of the Property ("Agreement"); and,

WHEREAS, the Property is located entirely within the corporate limits of the Village, and is in the Sawmill Station TIF District, and is in the C-1 General Commercial District and R-2 Single-Family Residence District; and

WHEREAS, the Property consists of two unimproved lots measuring approximately 31,223 square feet (0.72 acres) in the C-1 General Commercial District and legally described in Exhibit B of the Agreement ("Commercial Property"), and two adjacent unimproved lots measuring approximately 16,810 square feet (0.39 acres) in the R-2 Single-Family Residential District and legally described in Exhibit C ("Residential Property") of the Agreement; and

WHEREAS, the Developer is willing to develop the Commercial Property with common storm water detention facilities to service both the Residential Property and the Commercial Property (the "Common Facilities"), and an approximately 2,000-square-foot Andy's Frozen Custard restaurant with a drive-through facility and accessory parking spaces for the Property (the "Development"), and to sell the Residential Property to a developer who will build one (1) single family residence on each of the two (2) residential lots (the "Residential Development"); and

WHEREAS, the Developer will need a Special Use Permit in order for it to construct the drive-through facility as part of the Development; and

WHEREAS, the Developer has indicated that it may need more than twelve (12) months after the approval of the Special Use Permit in order to complete the Development and have sufficient personnel to manage and operate the business; and

WHEREAS, upon completion of the Development, including issuance of a certificate of occupancy for the Development, a business compliance certificate for the Developer, and completion of the Common Facilities, the Village shall issue a Certificate of Completion to the Developer ("Certificate of Completion"); and

WHEREAS, The Village finds, and Developer represents and warrants, that the Developer requires economic assistance from the Village to commence and complete the construction of the

Development, and that, but for said economic assistance, said construction as contemplated would not be economically viable, nor would the funds necessary for its commencement and completion be available; and

WHEREAS, pursuant to the Agreement negotiated by the Village and Developer, the following conditions will apply:

- The Developer will seek a Special Use Permit for the Development and construct the Development in accordance with approvals by the Village; and
- The total budget related to the Development is estimated to be at least four million, five hundred, five thousand (\$4,505,000); and
- The Village shall at closing of the Property lend the Developer the sum of eight hundred eighty thousand dollars (\$880,000.00) and hold a note and mortgage secured by the Property for said loan for the Developer's purchase of the Property ("Purchase Note"); and
- The Developer shall seek to sell the Residential Property to a purchaser who will build one (1) single family residence on each of the two (2) residential lots ("Residential Development"); and
- Upon the sale of the Residential Property by the Developer, the net proceeds due to Developer (after payment of all reasonable costs of sale including brokers' commissions, attorneys' fees, title and survey costs, escrows, prorations, and real estate tax payments) shall be paid to the Village to pay down any amount due and owing on the Purchase Note; and
- The Village shall reimburse the Developer for TIF Eligible Expenses relating to the completion of site improvements ("TIF Cash Assistance") upon submission of documentation satisfactory to the Village, including, without limitation, final invoices, signed and notarized lien waivers, and proof of payment in the following terms:
 - Under no circumstances shall the TIF Cash Assistance exceed the lesser of four hundred thousand dollars (\$400,000), or the total of amount of certified TIF Eligible Expenses for site improvement expenses; and
 - Within sixty (60) days after the completion of all site improvements, Restaurant may submit one request for reimbursement of TIF Eligible Expenses in conformity with the Agreement;
- If at any time prior to the end of the tenth (10) full calendar year after the Certificate of Completion has been issued, the Developer violates the conditions contained in the Agreement in Section 3.M Continuing Operations ("Reimbursement Event"), the Developer shall reimburse the Village for any Village Assistance previously provided by the Village, except for the \$500,000 for the Residential Property Acquisition, as follows; and

- If a reimbursement event occurs before the end of the fifth (5th) full calendar year after the Certificate of Completion has been issued, Developer shall reimburse the Village all-one hundred percent (100%) of any assistance paid to Developer from the Village.
- If a reimbursement event occurs after the end of the fifth (5th) full calendar year, but before the end of the tenth (10th) full calendar year after the Certificate of Completion has been issued, the Developer shall reimburse the Village in an amount equal to fifty percent (50%) of any assistance paid to the Developer from the Village.
- If a reimbursement event occurs after the end of the tenth (10th) full calendar year after the Certificate of Completion has been issued, the Developer shall have no further obligation whatsoever to reimburse the Village pursuant to this Agreement.
- Reimbursement payments shall be due within sixty (60) days after the occurrence of the reimbursement event, and after the Village gives Developer at least thirty (30) days' notice of its demand for reimbursement.

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

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

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

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

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

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

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

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

Passed this 28th Day of July 2026

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

Approved this 28th day of July 2026

Attested and Filed in my office
this 29th day of July 2026

Janine Witko, Village President
Village of Morton Grove
Cook County, Illinois

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

Attachment A

ECONOMIC INCENTIVE AND TAX INCREMENT ALLOCATION FINANCING
DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE VILLAGE OF MORTON GROVE, ILLINOIS,
AND
ANDY'S FROZEN CUSTARD STORES, LLC
AN ILLINOIS LIMITED LIABILITY COMPANY

AFTER RECORDING
RETURN TO:

Teresa Hoffmann Liston
Corporation Counsel
Village of Morton Grove
6101 Capulina Avenue
Morton Grove, IL 60053

This space for Recorder's use only

**ECONOMIC INCENTIVE AND
TAX INCREMENT ALLOCATION FINANCING
DEVELOPMENT AGREEMENT**

BY AND BETWEEN

THE VILLAGE OF MORTON GROVE, ILLINOIS

AND

ANDY'S FROZEN CUSTARD

**ECONOMIC INCENTIVE, TAX INCREMENT ALLOCATION FINANCING
DEVELOPMENT AGREEMENT BY AND BETWEEN ANDY’S FROZEN CUSTARD
STORES, LLC, AND THE VILLAGE OF MORTON GROVE, ILLINOIS**

THIS ECONOMIC INCENTIVE, TAX INCREMENT ALLOCATION FINANCING AGREEMENT DEVELOPMENT (“Agreement”), is made and entered into as of the ____ day of _____, 2026 (“Effective Date”), by and between the Village of Morton Grove, Illinois, an Illinois municipal home rule corporation, located in Cook County, Illinois (the “Village”) and’ Andy’s Frozen Custard Stores, LLC, an Illinois limited liability company (“Restaurant”). The Village, and Restaurant and all successors are sometimes referred to individually as a “Party” and collectively 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.

The parties find and agree to the following:

- A. The Village is a Home Rule Illinois Municipal Corporation located in Cook County, Illinois and has the authority to enter into this Agreement pursuant to the provisions of Article VII, Section 10 of the State of Illinois Constitution, 1970, and pursuant to 65 ILCS 5/8-11-20.
- B. The Village has the authority, pursuant to the laws of the State of Illinois, to promote the health, safety and welfare of the Village and its inhabitants, to prevent the presence of blight, to encourage private development in order to enhance the local tax base, to increase additional tax revenues realized by the Village, foster increased economic activity within the Village, to increase employment opportunities within the Village, and to enter into contractual agreements with third parties for the purpose of achieving the aforesaid purposes, and otherwise be in the best interests of the Village.
- C. The Village is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as amended, (the “Act”) to finance redevelopment in accordance with the conditions and requirements set forth in the TIF Act.
- D. The Village is authorized under Section 8-1-2.5 of the Illinois Municipal Code (65 ILCS 5/8-1-2.5) to appropriate and expend funds for economic development purposes, including, without limitation, the making of grants to any commercial enterprise, that are deemed necessary or desirable for the promotion of economic development within the Village.
- E. To stimulate and induce redevelopment for the Property and certain other contiguous parcels of land, pursuant to the TIF Act, on July 8, 2019, the Village has, after giving all notices required by law and after conducting all public hearings required by law, adopted Ordinances 19-06, 19-07 and 19-08 (the “TIF Ordinances”) to Establish the Sawmill Station Tax Increment Financing Area (“Sawmill Station TIF District”).

- F. The Restaurant is a privately held company owned by Andy's Frozen Custard Holdings, LLC, a Delaware limited liability company and is headquartered at 211 E. Water Street, Springfield, Missouri, 65806.
- G. The Restaurant is the contract purchaser of a 1.10-acre parcel of unimproved property commonly known as 6724 Dempster Street, Morton Grove, Illinois, which is located entirely within the corporate limits of the Village, and is in the Sawmill Station Tax Increment Financing (TIF) District and is legally described in Exhibit A (the "Property").
- H. The Property consists of two unimproved lots measuring approximately 31,223 square feet (0.72 acres) in the C-1 General Commercial District and legally described in Exhibit B ("Commercial Property"), and two adjacent unimproved lots measuring approximately 16,810 square feet (0.39 acres) in the R-2 Single-Family Residential District and legally described in Exhibit C ("Residential Property").
- I. So long as the Village provides certain financial assistance to the Restaurant as further set forth in this Agreement, the Restaurant proposes to develop the Commercial Property with common storm water detention facilities to service both the Residential Property and the Commercial Property (the "Common Facilities"), and an approximately 2,000-square-foot Andy's Frozen Custard restaurant with a drive-through facility and accessory parking spaces for the Property (the "Development"), and, as provided herein, to seek to sell the Residential Property to a developer who will build one (1) single family residence on each of the two (2) residential lots (the "Residential Development").
- J. The Restaurant anticipates the Development will be completed and operational within thirty-six (36) months after the Effective Date of this Agreement, subject to matters of force majeure, which include, any delay directly affecting construction which is caused by weather, fire, earthquake or other acts of God, strike, lockout, acts of public enemy, riot, insurrection, pandemic, or governmental regulation of the sale or transportation of materials, supplies or labor not caused directly or indirectly by Restaurant ("Force Majeure").
- K. The Commercial Property will need a Special Use Permit in order for it to construct and operate the drive-through facility as part of the Development.
- L. The Restaurant has advised the Village that it may need more than twelve (12) months after the approval of the Special Use Permit in order to complete the Development and have sufficient personnel to manage and operate the business.
- M. The construction of the Development is expected to create numerous temporary full-time equivalent construction jobs, and once opened, the Development is expected to retain or create approximately 24 permanent full-time and part-time jobs.
- N. The construction and operation of the Development, in addition to creating and retaining jobs, will:
 - 1. Generate real property taxes which will benefit the Village, local schools, the Park District, the Library, and other taxing bodies;

2. Generate substantial new retailer's occupational taxes, home rule sales taxes, and local Food and Beverage taxes (collectively "sales taxes") and enhance the overall tax base of the Village;
 3. Strengthen the commercial sector of the Village;
 4. Serve to further the redevelopment of the adjacent area; and
 5. Be in the best interest of the Village.
- O. The Development is an important project to meet the overall objectives of the Sawmill Station TIF District, thereby implementing and bringing to completion a significant portion of the TIF District's redevelopment project and plan.
- P. The Village finds, and the Restaurant represents and warrants, that the Restaurant requires economic assistance from the Village in order to commence and complete the construction of the Development, and that, but for said economic assistance, said Development as contemplated would not be economically viable, nor would the funds necessary for its commencement and completion be available.
- Q. The Restaurant represents it has, or during the construction of the Development will have, certain eligible Redevelopment Project Costs as defined in the TIF Act, 65 ILCS 5/11-74.4-3(q), namely, certain costs for property acquisition, site preparation, oversized underground detention, utilities and utility relocation, environmental remediation, demolition, construction of certain improvements, design, engineering, legal and other professional services to effectuate the Project including the foregoing, all of which will serve a public purpose and are necessary to foster redevelopment of the Property (the "Redevelopment Project Costs") and the Village has agreed to reimburse Restaurant for a portion of these Redevelopment Project Costs in accordance with this Agreement and in compliance with the Act.
- R. The Village finds, and Restaurant represents and warrants, that it is necessary for the successful completion of the Development that the Village enter into this Agreement with the Restaurant as they are unable to undertake the Development without and but for the Village assistance as provided for in this Agreement, which the Village has been, and continues to be, willing to provide under the terms and conditions contained in this Agreement.
- S. The Restaurant, after careful consideration and with advice and input from its own legal counsel, has agreed to the terms, provisions, and conditions of this Agreement, and the Directors, Officers, and Managers of Restaurant have taken all actions necessary to make this Agreement binding upon Restaurant.
- T. This Agreement has been submitted to the Corporate Authorities of the Village for consideration and after careful review, the Corporate Authorities have taken all actions required to be taken prior to the execution of this Agreement in order to make this Agreement binding upon the Village according to the terms, provisions, and conditions of this Agreement.

- U. The Village desires to have the Development completed to stimulate and induce the redevelopment within the Sawmill Station TIF District and the surrounding area and to generate increased tax revenues for the various taxing districts authorized to levy taxes within the Sawmill Station TIF District.
- V. The total budget related to the Development (“Total Development Costs”) is estimated by Restaurant to be \$4,505,000.00 and is outlined in **Exhibit G**.
- W. The Restaurant represents and warrants to Village that they are able to provide the Development with the reasonably necessary financing, skill, knowledge, and expertise as well as input from other experts and consultants for the construction and operation of the Development.
- X. The Village specifically finds pursuant to 65 ILCS 5/8-11-20 that:
 - 1. The Property has remained vacant for at least one year;
 - 2. The Development is expected to create or retain job opportunities within the Village;
 - 3. The Development will serve to promote the development of adjacent areas;
 - 4. Without this Agreement, the Development would not be possible;
 - 5. Restaurant meets high standards of creditworthiness and financial strength as determined by the Village Administrator and Finance Director;
 - 6. The Development will strengthen the residential and commercial sectors of the Village;
 - 7. The Development will enhance the tax base of the Village; and
 - 8. This Development is made in the best interest of the Village.
- Y. In consideration for the Restaurant’s satisfactory completion of its obligations under this Agreement, the Village has agreed to provide certain financial incentives as described in this Agreement.

SECTION 2. CONSTRUCTION.

This Agreement, except where the context by clear implication shall otherwise require, shall be construed, and applied as follows:

- A. Defined terms include both singular and plural.
- B. Pronouns include both singular and plural and cover all genders.
- C. The word “include” “includes”, and “including” shall be deemed to be followed by the phrase “without limitation”.

- D. Headings of sections herein are solely for convenience of reference and do not constitute a part hereof and shall not affect the meaning, construction, or effect hereof.
- E. All exhibits attached to this Agreement shall be and are operative provisions of this Agreement and shall be and are incorporated by reference in the context of use where mentioned and referenced in this Agreement. In the event of a conflict between any exhibit and the terms of this Agreement, the terms of this Agreement shall control.
- F. Any certificate, letter or opinion required to be given pursuant to this Agreement means a signed document attesting to or acknowledging the circumstances, representations, opinions of law or other matters therein stated or set forth. Reference herein to supplemental agreements, certificates, demands, requests, approvals, consents, notices, and the like means that such shall be in writing whether or not writing is specifically mentioned in the context of use.
- G. The Village Administrator, unless applicable law requires action by the Corporate Authorities, shall have the power and authority to make or grant or do those things, certificates, requests, demands, notices, and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Village and with the effect of binding the Village as limited by and provided for in this Agreement. The Parties are entitled to rely on the full power and authority of the persons executing this Agreement on behalf of each respective Party.
- H. In connection with the foregoing and other actions to be taken under this Agreement, and unless applicable documents require action by Restaurant in a different manner, Restaurant hereby designates Andy Kuntz as its authorized representative who shall individually have the power and authority to make, sign, and/or grant, supplemental agreements, certificates, requests, demands, approvals, consents, notices and other actions required or described in this Agreement for and on behalf of Restaurant with the effect of binding Restaurant. Restaurant shall have the right to change its authorized representative by providing the Village with written notice of such change which notice shall be sent in accordance with Section 7 (a) of this Agreement.
- I. The representations, covenants, and recitations contained in Section 1 of this Agreement regarding Recitals above are material to this Agreement.

SECTION 3. RESTAURANT'S OBLIGATIONS.

- A. **Purchase of Property.** The Restaurant shall purchase the Property pursuant to the following terms and conditions. The contract for the purchase and sale of the Property shall be substantially as is provided below in this Section 3. A. and substantially in form attached as **Exhibit D**:
 - 1. **Purchase Price:** One million, eight hundred and eighty thousand dollars (\$1,880,000.00).

2. **Closing Date:** The closing of Restaurant's acquisition of the Property (the "Closing") shall occur within one-hundred and twenty thirty (120) business days after approval by the Village of this Agreement, conditioned upon the Village providing Restaurant at the closing with the Financial Assistance set forth in Section 4 of this Agreement (the "Closing Date"). The Closing Date may occur sooner or later upon mutual agreement of the Restaurant and the Village Administrator, subject to the terms of the purchase agreement. If the Closing does not occur on or before the Closing Date, the Village may, in its sole discretion, terminate this Agreement.
- B. **Easement:** Title to the Property shall be subject to an easement in favor of the Residential Property for the purpose of providing the Common Facilities for the Commercial Property and the Residential Property to support the Development and the Residential Development (the "Easement"). The final Easement shall be subject to the reasonable review and approval of the Village Administrator or their designee and shall be recorded with the Cook County Clerk prior to any issuance of a final certificate of occupancy for the Development or the Residential Development.
- C. **Sale of Residential Property.** The Restaurant shall list the Residential Property for sale within seven (7) days after acquisition of the Property by Seller. The Residential Property shall be listed for sale with an Illinois licensed realtor generally experienced in the sale of vacant residential lots in the Morton Grove and surrounding area for such price and conditions consistent with market conditions and reasonably acceptable to the Village. If the Residential Property has not sold within 12 months of acquisition of same by Restaurant, then Restaurant shall convey the Residential Property to the Village by Special Warranty Deed and Restaurant will thereafter have no obligation with respect to the Residential Property or conveyance of the funds from its sale.
- D. **Land Use Approval.** The Restaurant shall by **February 1, 2027**, file a complete application, including all documents and fees required, to obtain approval of a Special Use Permit ("SUP") to construct the Development and shall take all actions necessary to obtain said SUP.
- E. **Special Use Extension:** Village Code Section 12-16-4:C.6.c limits the duration of the SUP to eighteen (18) months from the date of issuance unless a building permit is issued and construction begins and is actively pursued until a certificate of occupancy is obtained. The SUP ordinance shall include an extension of this eighteen-month (18-month) restriction of up to six (6) additional months, or two (2) years in total, to meet the Restaurant's corporate restaurant opening schedule, subject to Village Board approval of the SUP ordinance.
- F. **Permit Application.** Provided the Closing has occurred, Restaurant shall on or before **June 1, 2027**, submit to the Village all documents required for a site improvement permit and building permit for the Development. The Restaurant shall pay all required fees to the Village for the Development, including permit, inspection review, costs for third-party evaluation and inspection, and tap-on fees as and when required pursuant to law. **Construction of the Development.** Prior to the issuance of any building permit, the Restaurant shall furnish to the Village proof, reasonably acceptable to the Village

Administrator, that the Restaurant has irrevocable financing, a joint escrow account, or other evidence of available funding, in sufficient amount for the construction of the Development. The Restaurant shall commence construction of the Development within thirty (30) days after receipt of all necessary Village and other required permits and approvals (“Permits”). The Development shall be constructed substantially in accordance with:

1. All conditions set forth in all applicable land use approval ordinances;
2. All plans and specifications approved by the Village;
3. All applicable Village, rules, and regulations including, without limitation, all applicable zoning ordinances, building codes, health codes, life safety codes; and
4. All applicable federal and state regulations.

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

- G. **Construction of the Stormwater Detention Facilities.** The Restaurant shall construct the detention facilities required for the Development and the Residential Development and they shall be fully operational prior to the issuance of any certificate of occupancy for the Property for the Development or Residential Development.
- H. **Certificate of Completion.** Upon completion of the Development, including issuance of a certificate of occupancy for the Development, a business compliance certificate for the Restaurant, and completion of the Common Facilities, the Village shall issue a Certificate of Completion to the Restaurant.
- I. **Payment Requirements.** In addition to any other costs, payments, fees, or charges required by this Agreement or by applicable Village codes, ordinances, resolutions, rules or regulations, Restaurant shall pay to the Village, immediately upon presentation of a written demand or demands therefor, all fee, expenses and costs including without limitation all reasonable legal, engineering, and other consulting or administrative fees, costs, and expenses incurred or accrued in connection with: (i) the review and processing of plans for the development and construction of the Development, (ii) the negotiation, preparation, consideration, and review of this Agreement and all of its exhibits, and (iii) the processing of any applications, documents, or proposals, whether formal or informal, of whatever kind submitted by Restaurant during the term of this Agreement in connection with the development and use of the Commercial Property or operation of the Development.
- J. **Progress Meetings.** Until the Certificate of Completion has been issued, the Restaurant shall meet with the Village staff and make presentations, on a bi-weekly basis or as reasonably requested by the Village, in order to keep the Village apprised of the progress of the Development.

- K. **Evidence of Redevelopment Project Costs Incurred.** Restaurant shall provide to the Village Administrator and Village Finance Director proof of all Redevelopment Project Costs paid by or on behalf of Restaurant to construct the Development. The documents Restaurant will provide will be a true and complete record of payment of expenses made by Restaurant relative to the construction of the Development with such supporting documentation as is reasonably requested by the Village. Failure to provide the documents or allow review of such documents within thirty (30) days after written request by the Village shall be an event of default, and the Village shall have no obligation to provide reimbursement to Restaurant until such documentation has been provided. Restaurant shall exercise prudence and good faith in attempting to contract with persons or entities who are reputable and experienced in their respective areas for the provision of services or material for the design and construction of the Development.
- L. **Good Standing.** Restaurant will do or cause to be done all things necessary to preserve and keep in full force and effect its existence and good standing as an Illinois limited liability company authorized to do business in Illinois, so long as they have any obligation pursuant to the terms of this Agreement.
- M. **Real Estate Tax Payments.** Restaurant shall pay all general and special real estate taxes levied during its respective period of ownership against its respective interest in the Property on or prior to the date same is due and said taxes shall not become delinquent or incur any penalties or interest and shall not assert a tax-exempt status during the term of this Agreement. This prohibition shall run with the land and shall expire on the earlier of the following to occur: (i) the date the Sawmill Station TIF District expires; or (ii) any earlier date if such date is mutually agreed by the Parties. At any time during the Term of this Agreement, if Restaurant, or any other person with the legal authority to do so, files or submits any appeal, objection, or other proceeding to any official, agency or other entity with jurisdiction, that seeks to reduce the assessed value of the Property or any part thereof, or to otherwise reduce the total amount of ad valorem taxes paid on the Property or any part thereof, during the term of this Agreement, copies of all documents, evidence or other materials filed by Restaurant or such other person shall also be submitted to the Village not later than thirty (30) days after each such filing with such official, agency or other entity with jurisdiction.
- N. **Sales.** All sales from or relating to the Development shall take place within the corporate limits of the Village, and Restaurant shall obtain and maintain an IBT number/code from the Illinois Department of Revenue with a location code specific to the Village. To the extent allowed by law, all sales, including Internet sales of products generated at, produced at, or kept at the Property shall be credited to the Village.
- O. **Continued Operation.** Subject to matters of Force Majeure, the Restaurant shall exercise reasonable efforts to continue the full operations of the Andy's Frozen Custard Restaurant or alternative restaurant, or retail uses subject to approval by the Village Administrator, on the Property for a period of not less than ten (10) calendar years after the Certificate of Completion has been issued.

- P. **Assignment.** Except as otherwise provided in this Agreement, Restaurant's rights and duties under this Agreement shall not be assignable or transferable at any time without the prior written approval of the Village, with such approval not to be unreasonably withheld, delayed, or denied. Notwithstanding the foregoing, Restaurant shall have the right to assign or transfer this Agreement without the Village's approval, in the following instances: (i) to any entity in which the ownership or membership is controlled by Restaurant or the majority owners of Restaurant at the time of the execution of this Agreement (an "Affiliate"); (ii) so long as Restaurant or its affiliates remains as the owner, tenant or manager of the facilities on the Property or (iii) to a Secured Lender as collateral and such Secured Lender shall have the right to perform any term, covenant, condition or agreement and to remedy any default in accordance with the terms of this Agreement, any default by Restaurant under this Agreement. No Secured Lender shall be personally obligated to perform the obligations of Restaurant unless and until such Secured Lender takes possession of the Commercial Property or Development. "Secured Lender" means a bank, financial institution, or entity from which Restaurant has borrowed or otherwise obtained funds to finance or fund all or at least forty percent (40%) of the Development and in whose favor the Restaurant has agreed to provide a security interest as collateral for such funds. Provided Restaurant has provided the Village with notice of a collateral assignment, at the time the assignment is made, the Village agrees to provide the Secured Lender with the same notice of default at the same time such notice is given to Restaurant. Upon any allowed or approved assignment, the Restaurant's duties and obligations shall automatically transfer to the assignee and Restaurant shall be fully released from all such duties and obligations.
- Q. **Retail Sales Records.** Restaurant shall release to the Illinois Department of Revenue, any and all gross revenue and sales tax information required by state law or regulation as and when required by law to do so and shall prepare and submit such other or additional forms as may be required from time-to-time by the Illinois Department of Revenue in order to allow the release of such information to the Village. Said records shall not be considered Village records, shall be considered proprietary records of Restaurant, and shall be kept confidential to the extent permitted by law, except as necessary in the event of a default. In the event the sales tax revenue information is not released by the State of Illinois (the "State") due to the failure of Restaurant to execute the necessary authorization and/or release, the Village shall not be required to pay Restaurant any sales tax rebate payments until the sales tax revenue information is released or is otherwise provided by Restaurant to the Village.
- R. **Compliance with Applicable Laws.**
1. Restaurant shall at all times acquire, install, construct, operate and maintain the Development in conformance with all applicable laws, rules, ordinances, and regulations. All work with respect to the Development shall be performed in accordance with good construction practices and shall conform to all applicable federal, state, and local laws, regulations, and ordinances, including, but not limited to, zoning, subdivision, planned development codes, building codes, environmental codes, life safety codes, property maintenance codes and any other applicable codes and ordinances of the Village.

2. Restaurant warrants it 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).
 3. Restaurant shall comply with the Illinois Drug Free Workplace Act, Equal Opportunity Clause of the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights, the Americans with Disabilities Act, and Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101 et seq.).
 4. Any construction contracts entered into by Restaurant relating to the construction of the Development shall require all contractors and subcontractors to comply with Illinois law, including to the extent applicable, the Illinois Human Rights Act.
 5. Restaurant shall comply with all applicable federal laws, state laws, and regulations relating to minimum wages to be paid to employees, including minors, limitations upon the employment of minors, payment of wages due employees, and health and safety of employees.
 6. Any lawsuit or complaint of violation of laws that is received by Restaurant relative to this Agreement, or the Development shall be immediately forwarded to the Village Administrator.
 7. Restaurant shall be and remain in compliance with the Village's property maintenance regulations and shall promptly correct any code violations.
 8. Restaurant shall comply with all USEPA and Illinois EPA laws, rules and regulations and will not unlawfully dispose of or release any hazardous substance, material, contaminant, or pollutant, as defined by any federal or state environmental laws, in, under, on or about the Property. Restaurant, 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. Restaurant 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 Restaurant, absent the gross negligence or willful misconduct of the Village or any party acting on the Village's behalf.
- S. **Disclosures.** Restaurant shall, prior to the execution of this Agreement, furnish the Village with a statement disclosing the identity of all persons holding an ownership interest in Restaurant, and the percentage of such interest; said disclosure to be in a form reasonably

satisfactory to the Village, and shall be updated by Restaurant whenever there is a change in such ownership interest. Restaurant shall also, upon request, provide the Village with all information needed to file all reports required by the Illinois Department of Revenue including, the reporting requirements of 65 ILCS 5/8-11-21.

- T. **Indemnification.** Restaurant agrees to and does hereby indemnify, defend, and hold the Corporate Authorities, Village Administrator, staff, officers, agents, and employees (hereinafter “Village Indemnified Parties”) harmless from and against any losses costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, reasonable attorneys’ fees, and court costs) suffered or incurred by the Village Indemnified Parties which, absent the gross negligence or willful misconduct of the Village or any party acting on the Village’s behalf., are caused as a result of:
1. Restaurant’s noncompliance with any of the terms, covenants, or conditions of this Agreement;
 2. Restaurant’s failure to pay contractors, subcontractors, or materialmen in connection with the Development;
 3. Restaurant’s material misrepresentations or omissions relating to the Development, financials, or this Agreement;
 4. Any claim or cause of action for injury, loss of life or damage brought by a third party arising out of Restaurant’s negligent or intentional act or omission; and
 5. Restaurant’s violation or threatened violation of local ordinance, state, or federal laws, in connection with Development.

This indemnification specifically excludes any action by any third party filed against the Village relating to the validity and/or enforceability of this Agreement. Upon receiving notice from the Village of such legal proceedings, other than as excluded above, Restaurant shall assume, fully and vigorously, the entire defense of such lawsuit or proceedings and any and all costs and expenses of whatever nature relating thereto; provided, however; Restaurant may not at any time settle or compromise such proceedings without the Village’s consent and even then only so long as such settlement or compromise does not, without the Village’s consent, involve an admission of wrongdoing on the part of the Village, nor any liability on the part of the Village, monetary or otherwise. If the Village, in its sole discretion, determines there is, or may probably be, a conflict of interest between the Village and Restaurant on an issue of material importance to the Village, or which may reasonably have a potentially substantial adverse effect on the Village, then the Village shall have the option of being represented by its own legal counsel. In the event the Village exercises such option, then Restaurant shall reimburse the Village from time-to-time on written demand from the Village and notice of the amount due for any and all reasonable out-of-pocket costs and expenses, including but not limited to court costs, reasonable attorney’s fees, witnesses’ fees and/or other litigation expenses incurred by the Village in connection therewith.

- U. **Insurance.** So long as it has any obligation under this Agreement in accordance with the requirements of Section 3.O, Restaurant shall maintain liability and business interruption insurance in an amount at least sufficient to restore the Development in the event the any part of the Development is damaged or destroyed. In the event any part of the Development is damaged or destroyed, Restaurant shall have the right to either use the insurance proceeds to restore the property 'or to choose to not restore the property and to terminate this Agreement, and refund to the Village the Reimbursement Amount in accordance with Section 5.C. of this Agreement and thereby terminating any further obligations of the Parties under this Agreement.

SECTION 4. VILLAGE'S OBLIGATIONS

- A. **Permit Review.** The Village will expeditiously and fairly review, and process all required zoning approvals and permit applications.
- B. **Village Assistance.** Provided that the Restaurant is not in material uncured default of its obligations set forth in this Agreement, and in consideration for the Restaurant's satisfactory performance of its obligations under this Agreement and in order to make the Development economically feasible, the Village shall provide the following assistance:
1. Note and Mortgage for Purchase of Property.
 - a. The Village shall at closing lend Restaurant the sum of eight hundred thousand dollars (\$880,000.00) and hold a note and mortgage secured by the Property for said loan for the Restaurant's purchase of the Property ("Purchase Note"). The Purchase Note shall be in substantial conformity with **Exhibit E**, and the mortgage shall be in substantial conformity with **Exhibit F**, and shall provide as follows:
 - (i) The interest on the principal balance of the Purchase Note shall accrue at the rate of seven percent (7%) per annum from the Closing Date until paid in full or forgiven. No payment of principal and interest shall be due and owing, unless Restaurant is in material uncured default under the terms of this Agreement, until thirty-six (36) months after the Effective Date.
 - (ii) Upon the sale of the residential lots by Restaurant, the net proceeds due to Restaurant (after payment of all reasonable costs of sale including brokers' commissions, attorneys' fees, title and survey costs, escrows, prorations, and real estate tax payments) shall be paid to the Village to pay down any amount due and owing on the Purchase Note.
 - (iii) The Village shall forgive any remaining principal and interest owed on the Purchase Note if the Restaurant is not in material uncured default of this Agreement, has constructed the Development and has obtained a certificate of occupancy for the Andy's Frozen Custard

restaurant, and said restaurant is fully operational on or before the three (3) year anniversary of the Closing Date.

- (iv) In the event of a material Restaurant default that is not cured in a reasonable period using commercially reasonable efforts, or if the Restaurant has not substantially met all requirements set forth in this Section 4.B.1. above, after written notice and failure to cure, all principal balance and accrued interest under the Purchase Note shall be immediately due and payable by the Restaurant.
- 2. TIF Cash Assistance. Subject to the terms of this Agreement, the Village shall reimburse the Restaurant for TIF Eligible Expenses relating to the completion of site improvements upon submission of documentation satisfactory to the Village, including, without limitation, final invoices, signed and notarized lien waivers, and proof of payment. However, under no circumstances shall the TIF Cash Assistance exceed the lesser of four hundred thousand dollars (\$400,000.00), or the total amount of certified TIF Eligible Expenses for site improvement expenses.
- 3. The Total Financial Assistance provided pursuant to this Section 4.B (being the total amount lent to the Restaurant pursuant to Section 4.B.1 above, less the \$500,000 for acquisition of the Residential Properties, plus the TIF Cash Assistance provided pursuant to Section 4.B.2) shall not exceed twenty-five percent (25%) of the Total Development Costs.
- 4. Subject to the Restaurant's compliance with this Agreement and satisfaction of the applicable requirements contained herein, said TIF Cash Assistance payment by the Village to the Restaurant shall be made in accordance with the following schedule and procedures:
 - a. Within sixty (60) days after the completion of all site improvements, Restaurant may submit one request for reimbursement of TIF Eligible Expenses, which shall include: (1) a fully completed TIF Certification Request Form in substantial conformity with **Exhibit H**; (2) copies of all final invoices showing the cost of materials and services to support the request; (3) signed and notarized final lien waivers from all of contractors, subcontractors, employees, or individuals providing material or services with respect to the request; (4) proof of payment of all costs associated with the request; and (5) a report of the final inspection verifying the work completed with respect to this request has been completed in accordance with the Final Plans and Specifications, if applicable. In no event shall the Village be obligated to pay or otherwise satisfy any request for TIF Cash Assistance for TIF Eligible Expenses submitted after the one-year anniversary of issuance of the Certificate of Occupancy for the Development.
 - b. Within sixty (60) days after receiving a complete submittal, the Village shall
 - (i) send the Restaurant written notice approving the Reimbursement

Expenses and request for reimbursement and issue a check to the Restaurant for submitted Reimbursement Expenses pursuant to this Agreement or (ii) send the Restaurant written notice reasonably disapproving the Reimbursement Expenses and specify the reason for such disapproval in reasonable detail, in which case Restaurant may resubmit the request for reimbursement after correcting the disapproved items or submit this for dispute resolution as provided below.

SECTION 5. DEFAULT

- A. **Dispute Resolution.** In the event of a dispute concerning the terms of this Agreement, the Parties agree to negotiate in good faith to resolve the dispute, before resorting to litigation. At the written request of either Party any dispute, for which both Parties have not filed appearances in any litigation proceedings regarding that dispute, may be submitted to binding arbitration in accordance with the current rules and procedures adopted by the American Arbitration Association.
- B. **Breach.** In the event of breach of any of the terms and conditions of the Agreement, and after allowing a period of thirty (30) days for curing of said breach or alleged breach, provided that in the event such breach or alleged breach cannot reasonably be cured within said thirty-day (30-day) period notwithstanding diligent and continuous efforts by the party receiving notice and said party shall have promptly commenced actions to cure the breach or alleged breach and shall thereafter have taken measures to cure with diligence and continuity then the period for curing such breach or alleged breach shall be extended for such period as may be reasonably necessary for curing such breach or alleged breach with diligence and continuity, provided however, the party requesting such an extension shall be required to, upon demand of the other party, provide documentation evidencing diligent and continuous activity to cure.
- C. **Remedies.** In the event the foregoing dispute resolution is not successful, and after the cure period has expired, any controversy or claim arising out of or relating to this Agreement, or breach thereof, may be pursued by the aggrieved party through any remedy available at law or in equity and the non-breaching party shall have the right to terminate this Agreement, which will not relieve the breaching party from performance. Venue for any mediation or judicial action shall be Cook County, Illinois. The prevailing party in any such litigation shall be entitled to its reasonable attorneys' fees and costs.
- D. **Reimbursement Event.** In addition, if, at any time prior to the end of the twentieth (20) full calendar year after the Certificate of Completion has been issued, Restaurant violates the conditions of Section 3.M Continuing Operations ("Reimbursement Event"), Restaurant shall reimburse the Village for any Village Assistance previously provided by the Village, except for the \$500,000 for the Residential Property Acquisition, as follows:
1. If a reimbursement event occurs before the end of the fifth (5th) full calendar year after the Certificate of Completion has been issued, Restaurant shall reimburse the Village all-one hundred percent (100%) of any assistance paid to Restaurant from the Village.

2. If a reimbursement event occurs after the end of the fifth (5th) full calendar year, but before the end of the tenth (10th) full calendar year after the Certificate of Completion has been issued, Restaurant shall reimburse the Village in an amount equal to fifty percent (50%) of any assistance paid to Restaurant from the Village.
 3. If a reimbursement event occurs after the end of the tenth (10th) full calendar year after the Certificate of Completion has been issued, Restaurant shall have no further obligation whatsoever to reimburse the Village pursuant to this Agreement.
 4. Reimbursement payments shall be due within sixty (60) days after the occurrence of the reimbursement event, and after the Village gives Restaurant at least thirty (30) days' notice of its demand for reimbursement.
- E. **Recovery of Funds.** In the event of a material uncured default by Restaurant prior to the issuance of the certificate of occupancy, in addition to any other remedy available to the Village, Restaurant shall be immediately indebted to the Village for all funds received from the Village. Restaurant stipulates that such indebtedness is a debt owed to a governmental agency and shall have priority in any bankruptcy proceeding. Restaurant further agrees that the Village shall have a lien on the Property for the total amount of all Village Assistance.
- F. **No Waiver.** No delay or omission of any party in the exercise of any right occurring upon any default of any other party shall impair any such right or be construed to be a waiver thereof and any such right may be exercised at any time during the continuance of such default. A waiver by any party of a breach of or default in any of the terms or conditions of this Agreement by any other party shall not be construed to be a waiver or any subsequent breach or default in the same or any other provision of this Agreement.

SECTION 6. [Reserved]

SECTION 7. GENERAL PROVISIONS.

- A. **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 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 Unless otherwise provided in this Agreement, notices shall be deemed received after the first to occur of (a) the date of actual receipt; or (b) the date that is one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (b) the date that is three (3) business days after deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each party to this Agreement shall have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address shall be effective until actually received.

- B. Unless specifically directed otherwise in writing by the Village Administrator, notices and communications to the Village shall be addressed to, and delivered at, the following address:

The Village of Morton Grove
6101 Capulina Avenue
Morton Grove, IL, 60053
Attn: Village Administrator
administration@mortongroveil.org

with a copy to:

The Village of Morton Grove
6101 Capulina Avenue
Morton Grove, IL, 60053
Attn: Corporation Counsel
tliston@mortongroveil.org

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

Andy's Frozen Custard Restaurants
211 E. Water St.,
Springfield, Missouri, 65806
Attn: Robert de la Fuente
Robert.delafuente@eatandys.com

with a copy to:

legal@eatandys.com

- C. **Time is of the Essence.** Time is of the essence in the performance of this Agreement.
- 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. **Governing Law.** This Agreement shall be governed by and enforced in accordance with the internal laws of the State of Illinois.
- F. **Severability.** It is hereby expressed to be the intent of the parties 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.

- G. **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.
- H. **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.
- I. **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.
- J. **No Third-Party Beneficiaries.** No claim as a third-party beneficiary under this Agreement by any person shall be made, or be valid, against the Village or Restaurant.
- K. **Not a Joint Venture.** Nothing in this Agreement shall be construed to make the parties hereto partners or joint ventures or render either of said parties liable for the debts or obligations of the other.
- L. **Construction.** This Agreement shall not be construed more strongly against any party regardless of who is responsible for its preparation.
- M. **Cooperation.** The Village and Restaurant each covenants and agrees that each will do, execute, acknowledge and deliver or cause to be done, executed and delivered, such agreements, instruments and documents supplemental hereto and such further acts, instruments, pledges and transfers as may be reasonably required for the better clarifying, assuring, mortgaging, conveying, transferring, pledging, assigning and confirming unto the Village or Restaurant or other appropriate persons all and singular the rights, property and revenues covenanted, agreed, conveyed, assigned, transferred and pledged under or in respect of this Agreement.
- N. **Waiver.** Any party to this Agreement may elect to waive any right or remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless such waiver is in writing. No such waiver shall obligate the waiver of any other right or remedy hereunder or shall be deemed to constitute a waiver of other rights and remedies provided pursuant to this Agreement.
- O. **Successors in Interest.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective authorized successors and assigns; provided, however, that, except as provided in this Agreement, Restaurant may not assign its rights under this Agreement without the express written approval of the Village which shall not be unreasonably withheld, delayed, or conditioned.
- P. **No Personal Liability of Officials of Village or Restaurant.** No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of the Mayor,

Village Corporate Authorities, Village Administrator, any official, officer, partner, member, director, agent, employee or attorney of the Village or Restaurant, in his or her individual capacity, and no official, officer, partner, member, director, agent, employee or attorney of the Village or Restaurant shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of or in connection with or arising out of the execution, delivery and performance of this Agreement, or any failure in that connection.

- Q. **Repealer.** To the extent that any ordinance, resolution, rule, order, or provision of the Village's code of ordinances, or any part thereof, is in conflict with the provisions of this Agreement, the provisions of this Agreement shall be controlling, to the extent lawful.
- R. **Recording.** This Agreement may be recorded in the sole discretion of the Village at the expense of Restaurant.

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

THE VILLAGE OF MORTON GROVE,
an Illinois municipal corporation

ATTEST:

By: _____
Charles L. Meyer
Village Administrator

By: _____
Eileen Scanlon Harford
Village Clerk

ANDY'S FROZEN CUSTARD RESTAURANT ATTEST:

By: _____
Andy Kuntz, Owner

By: _____

By: _____
Dana Kuntz, Owner

By: _____

EXHIBIT A

**Legal Description of the Property
6724 Dempster Street, Morton Grove, Illinois 60053
8821 Birch Avenue and 8825 Birch Avenue, Morton Grove, Illinois 60053**

PARCEL 1:

LOT 1 AND THE SOUTH 50 FEET OF LOT 2, TOGETHER WITH THE VACATED ALLEY ADJOINING THE SOUTHERN EDGE OF LOT 2 IN DEMPSTER-WAUKEGAN ROAD SUBDIVISION OF LOTS 1 AND 2 IN OWNERS' SUBDIVISION IN THE SOUTH THIRD OF THE SOUTH HALF OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 5 AND 6 IN LOCHNER'S RESUBDIVISION OF THE NORTH 306 FEET OF THE SOUTH 356 FEET OF LOT 2 IN DEMPSTER WAUKEGAN ROAD SUBDIVISION OF LOTS 1 AND 2 IN OWNERS' SUBDIVISION OF LOTS 3 AND 5 AND THE SOUTH HALF OF LOT 6 OF THE SOUTHEAST QUARTER AND LOT 4 IN THE SOUTHWEST QUARTER OF ASSESSOR'S DIVISION OF THE TOWN OF NILES, (EXCEPT THE RAILROAD), OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF LOCHNER'S RESUBDIVISION RECORDED JULY 10 , 1997 AS DOCUMENT 97497619 AND CERTIFICATE OF CORRECTION RECORDED NOVEMBER 4, 1997 AS DOCUMENT 97824033, ALL IN COOK COUNTY, ILLINOIS.

PROPERTY INDEX NUMBERS:

10-18-400-048-0000
10-18-400-056-0000
10-18-400-061-0000
10-18-400-062-0000

EXHIBIT B

**Legal Description of
6724 Dempster Street, Morton Grove, IL 60053
("Commercial Property")**

COMMERCIAL PROPERTY 1:

LOT 1 AND THE SOUTH 50 FEET OF LOT 2 TOGETHER WITH THE VACATED ALLEY ADJOINING THE SOUTHERN EDGE OF LOT 2, IN DEMPSTER-WAUKEGAN ROAD SUBDIVISION OF LOTS 1 AND 2 IN OWNERS SUBDIVISION IN THE SOUTH THIRD OF THE SOUTH HALF OF SECTION 1B, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PROPERTY INDEX NUMBERS:

10-18-400-048

10-18-400-056

EXHIBIT C

Legal Description of 8821 and 8825 Birch Avenue, Morton Grove, IL 60053 ("Residential Property")

LOTS 5 AND 6 IN LOCHNER'S RESUBDIVISION OF THE NORTH 306 FEET OF THE SOUTH 356 FEET OF LOT 2 IN DEMPSTER WAUKEGAN ROAD SUBDIVISION OF LOTS 1 AND 2 IN OWNERS' SUBDIVISION OF LOTS 3 AND 5 AND THE SOUTH HALF OF LOT 6 OF THE SOUTHEAST QUARTER AND LOT 4 IN THE SOUTHWEST QUARTER OF ASSESSOR'S DIVISION OF THE TOWN OF NILES, (EXCEPT THE RAILROAD), OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF LOCHNER'S RESUBDIVISION RECORDED JULY 10 , 1997 AS DOCUMENT 97497619 AND CERTIFICATE OF CORRECTION RECORDED NOVEMBER 4, 1997 AS DOCUMENT 97824033, ALL IN COOK COUNTY, ILLINOIS.

PROPERTY INDEX NUMBERS:

10-18-400-061-0000
10-18-400-062-0000

EXHIBIT D

**CONTRACT FOR THE PURCHASE AND SALE OF 6724 DEMPSTER STREET IN
MORTON GROVE, ILLINOIS, BY AND BETWEEN 6724 DEMPSTER STREET LLC
AND _____**

*[TO BE GENERALLY CONSISTENT WITH SECTION 3.A OF THIS AGREEMENT,
NEGOTIATED AND AGREED TO BY PROPERTY OWNER AND RESTAURANT, AND
APPROVED BY VILLAGE SOLELY BASED ON WHETHER IT COMPLIES WITH SUCH
SECTION. THE CONTRACT MAY BE REDACTED BY RESTAURANT TO ELIMINATE
CONFIDENTIAL INFORMATION]*

EXHIBIT E

PURCHASE NOTE

Subject to Review by Restaurant

\$880,000.00

Date: _____, 2026

Morton Grove, Illinois

FOR VALUE RECEIVED, the undersigned, _____ ("**Borrower**") promises to pay to the order of the **VILLAGE OF MORTON GROVE**, an Illinois municipal corporation, whose mailing address is 6101 Capulina Avenue, Morton Grove, Illinois 60053 ("**Lender**" or "**Village**"), the principal sum of \$880,000.00, ("Note Amount") with interest at the rate of seven percent (7%) per annum, payable at the time or times, in the manner and upon the terms and conditions provided in this Note.

1. **Payments And Repayments Under Note.**

- A. This Mortgage is given pursuant to the terms and conditions of An Economic Assistance and Tax Increment Allocation Financing Development Agreement by and among the Mortgagor and Mortgagee dated _____, 2026 ("Agreement"), a copy of which is attached as Attachment A and the terms and obligations of Borrower are incorporated by reference into this Note. The capitalized terms used in this Note shall have the meanings given to those terms in the Agreement, unless otherwise defined herein. The Agreement comprises the agreement between the Borrower and Lender and Mortgagee regarding the finance, construction, and operation of an approximately 2,000-square-foot Andy's Frozen Custard restaurant with a drive-through, accessory parking spaces, and water detention area (collectively the "Development") located within the municipal limits of the Lender.
- B. The Note Amount shall accrue interest on the principal balance at the rate of seven percent (7%) per annum from the Date of this Note until paid in full or forgiven. Except in the case of a material uncured default by the Borrower or as provided in Section C, no payments shall be due to the Village for the first two (2) years following the date of the Note. The Village shall forgive the remaining principal and interest owed on the Note if the Borrower (i) is not in material uncured default of the Agreement, (ii) has constructed the Development and has obtained a certificate of occupancy for the Andy's Frozen Custard restaurant, and said restaurant is fully operational on or before the two (2) year anniversary of the date of this Note. In the event of a material default that is not timely cured, or if the, all principal balance and accrued interest shall be immediately due and payable.
- C. Upon the sale of the residential lots, the net proceeds due to Restaurant (after payment of all reasonable costs of sale including brokers' commissions, attorneys' fees, title and survey costs, escrows, prorations, and real estate and other tax and

fee payments) shall be paid to the Village to pay down any amount due and owing on this Purchase Note.

2. **MORTGAGE.** This Note is secured without limitation as provided in that certain mortgage dated as of an even date herewith, executed by the Borrower for the benefit of Lender (as amended, modified, renewed, restated or replaced from time to time, the "Mortgage").
3. **MAKING OF PAYMENTS AND REPAYMENTS.** All payments by either party are payable in lawful money of the United States of America at 6101 Capulina Avenue, Morton Grove, Illinois 60053, or at such other place and in such manner as the holder of this Note may specify by notice to Borrower.
4. **MISCELLANEOUS.**
 - A. Borrower and all other parties liable hereon, whether as principal, endorser or otherwise, severally waive presentment, demand for payment, notice of intention to accelerate, notice of acceleration, protest, and notice of dishonor and waive recourse to suretyship defenses generally, including extensions of time, release of security or other indulgences that may be granted by Lender to Borrower or any other party liable hereon, and also agree to pay all Collection Expenses.
 - B. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver or preclude the exercise of any right or remedy by Lender. The acceptance by Lender of payment of any sum payable hereunder after the due date of such payment shall not be a waiver of the right of Lender to (i) declare an event of default for failure to make prompt payment, unless waived in writing by Lender, or (ii) require prompt payment when due of all other sums payable hereunder.
 - C. This Note may not be changed, modified, or terminated except in writing signed by Lender and Borrower.
 - D. This Note and the rights and duties of the parties hereunder shall be governed for all purposes by the laws of the State of Illinois and the laws of the United States applicable to transactions within such State.
 - E. This Note shall be the joint and several obligations of all makers, endorsers, guarantors and sureties, and shall be binding upon them and their respective successors and assigns and shall inure to the benefit of Lender and its successors and assigns. Notwithstanding anything herein to the contrary, Borrower may not assign or otherwise transfer its rights or obligations under this Note without the prior written consent of Lender. (The term "Lender" shall mean the holder of this Note at the time in question.)
 - F. It is expressly agreed that time is of the essence with respect to this Note.
 - G. Upon occurrence of an event of default hereunder, Borrower shall have the obligation to reimburse Lender for all reasonable, related "Collection Expenses" incurred by Lender as a result of an event of default, including, but not limited to, all travel costs, third party

appraisal fees, environmental report preparation and testing fees, architectural and engineering expenses and legal fees and expenses.

- H. Except as otherwise expressly provided herein, any notice required or desired to be given hereunder shall be pursuant to the Notice provisions of the Agreement.

FOR AND IN CONSIDERATION OF THE AGREEMENT, BORROWER, BEING AN EXPERIENCED PARTICIPANT IN SOPHISTICATED DEVELOPMENT VENTURES, AND HAVING CONSULTED WITH COUNSEL OF ITS CHOOSING, WAIVES ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY ACTION OR PROCEEDING (I) BROUGHT BY BORROWER, LENDER OR ANY OTHER PERSON RELATING TO THIS NOTE OR ANY ASSIGNMENT, OR (II) TO WHICH LENDER IS A PARTY. BORROWER AGREES THAT THIS AGREEMENT CONSTITUTES A WRITTEN CONSENT TO WAIVER OF TRIAL BY JURY, AND BORROWER APPOINTS LENDER ITS TRUE AND LAWFUL ATTORNEY-IN-FACT, HOWEVER, SAID APPOINTMENT IS LIMITED SOLELY TO ACTS RELATED TO THE JURY WAIVER WHICH APPOINTMENT IS COUPLED WITH AN INTEREST, AND BORROWER AUTHORIZES AND EMPOWERS LENDER, IN THE NAME, PLACE AND STEAD OF BORROWER, TO FILE THIS AGREEMENT WITH THE CLERK OR JUDGE OF ANY COURT OF COMPETENT JURISDICTION AS A STATUTORY WRITTEN CONSENT TO WAIVER OF TRIAL BY JURY. BORROWER ACKNOWLEDGES THAT ITS WAIVER OF TRIAL BY JURY HAS BEEN MADE KNOWINGLY, INTENTIONALLY AND WILLINGLY BY BORROWER AS PART OF A BARGAINED FOR LOAN TRANSACTION.

IN WITNESS WHEREOF, this Note has been executed by the Parties as noted below with the date of the Note shown on the preceding page being the date that the Borrower signed this Note.

ANDY'S FROZEN CUSTARD RESTAURANT ATTEST:

By: _____
Andy Kuntz, Owner

By: _____

By: _____
Dana Kuntz, Owner

By: _____

COUNTY OF COOK

STATE OF ILLINOIS

The foregoing instrument was acknowledged before me on _____, 2026, by _____, the authorized representative of _____.

Notary Public My commission expires: _____

Attachment A

INSERT

**ECONOMIC INCENTIVE, TAX INCREMENT ALLOCATION FINANCING
DEVELOPMENT AGREEMENT BY AND AMONG 6724 DEMPSTER LLC, ANDY
KUNTZ, DANA KUNTZ, AND THE VILLAGE OF MORTON GROVE, ILLINOIS**

EXHIBIT F
MORTGAGE

SUBJECT TO REVIEW BY RESTAURANT

Prepared by and after recording return to:

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

Mortgage Against Real Estate

THIS MORTGAGE is made as of this _____ day of _____, 2026, by and between _____ (the “Mortgagor”) and the Village of Morton Grove, Illinois, an Illinois municipal corporation (the “Mortgagee” or the “Village”).

1. FOR VALUE RECEIVED, Mortgagor mortgages and warrants to Mortgagee certain real estate with common addresses of 6724 Dempster St., Morton Grove, County of Cook and State of Illinois, and legally described as set forth in Attachment A attached hereto and made a part hereof, together with the easements, improvements, hereditaments, and appurtenances now or hereafter belonging thereto and the rents, income, and profits therefrom and all fixtures now or hereafter attached to or used in connection therewith, and all plumbing, heating, air conditioning, kitchen and ventilating equipment now or hereafter located thereon, which shall be deemed to be fixtures and a part of the realty, all of the foregoing being collectively referred to herein as the “Premises.”
2. This Mortgage is given pursuant to the terms and conditions of an Economic Assistance and Tax Increment Allocation Financing Development Agreement by and among the Mortgagor and Mortgagee and 6724 Dempster LLC dated _____, 2026 (“Agreement”), a copy of which is attached as Attachment B and the terms and obligations of Mortgagor are incorporated by reference into this Mortgage. The capitalized terms used in this Mortgage shall have the meanings given to those terms in the Agreement, unless otherwise defined herein. The Agreement comprises the agreement between the Mortgagor and Mortgagee regarding the finance, construction, and operation of an approximately 2,000-square-foot Andy’s Frozen Custard restaurant with a drive-through accessory parking spaces and water detention area (collectively the “Development”) located within the municipal limits of the Mortgagee.
3. This Mortgage is made and given by the Mortgagor in the amount of \$880,000.00 (Eight hundred and Eighty thousand and no one hundredth dollars) (“Mortgage Amount”) which shall accrue interest on the principal balance of the Purchase Note at the rate of seven percent (7%) per annum from the date of issuance until paid in full or forgiven.
4. Except in the case of a material uncured default by the Mortgagor or as provided in Section 1C of the Purchase Note, no payments shall be due to the Village for the first two (2) years

following the date of issuance. The Village shall forgive the principal and interest owed on the Purchase Note if the Mortgagor (i) is not in material uncured default of the Agreement, (ii) has constructed the Development and has obtained a certificate of occupancy for the Andy's Frozen Custard restaurant, and said restaurant is fully operational on or before the two (2) year anniversary of the date of issuance of the mortgage. In the event of a material default that is not timely cured, or if the, all principal balance and accrued interest shall be immediately due and payable.

5. Mortgagor further warrants, represents, covenants, and agrees as follows:

A. Warranties. Mortgagor warrants and represents that (a) Mortgagor holds good and marketable record title to the Premises in fee simple, free and clear of all liens and encumbrances other than the Construction Financing (the "Superior Lien(s)"), (b) Mortgagor has the full right, power and authority to execute and deliver this Mortgage to Mortgagee, and (c) this Mortgage constitutes the valid and binding obligation of Mortgagor, enforceable in accordance with its terms and the Agreement.

B. Superior Liens. Mortgagor will pay, or cause to be paid, when due, all taxes, assessments, and other similar charges levied upon or with respect to the Premises before the same become delinquent and, upon request, deliver to Mortgagee satisfactory evidence of such payment. Mortgagor shall fulfill on a timely basis all of its obligations under any Superior Lien(s).

C. Insurance. Mortgagor will cause all buildings, improvements, and other insurable parts of the Premises to be insured, up to the full current value thereof, against loss or damage by fire, windstorm, and other such hazards under what is commonly known as an "all risk" policy of casualty insurance, and Mortgagor shall cause all premiums on such insurance to be paid when due. Each such policy shall contain a standard mortgagee loss payable clause naming Mortgagee as an insured and provide that proceeds shall be payable to Mortgagee to the extent of its interest at the time of the loss. Each such policy shall also provide that it may not be amended, modified, cancelled, or terminated for any reason except upon thirty (30) days' written notice to Mortgagee. Mortgagee shall have the right to demand, and Mortgagor shall have the duty to provide Mortgagee with a true and accurate copy of any and all said policies upon the written request of Mortgagee.

D. Maintenance and Repair. Mortgagor will maintain the Premises in good condition and repair; will not commit or suffer any waste thereon; will cause to be complied with all laws, ordinances, regulations or requirements of any governmental authority applicable to the Premises; will promptly repair, restore, replace, or rebuild any part of the Premises which is damaged or destroyed by any casualty; and will promptly pay when due all charges for utilities and other services to the Premises.

E. Mortgagee's Right to Perform. If Mortgagor shall default in the payment of the aforesaid taxes, assessments, or other similar charges or in procuring and maintaining the aforesaid insurance or in the performance of any other obligation of Mortgagor hereunder, such as Mortgagor's obligation to keep in good standing any Superior Lien(s), and its obligation to keep the Premises in good condition and repair, then Mortgagee shall have the right, but shall have no obligation, to pay such taxes, assessments, mortgage payments, or other similar charges, or procure and maintain such insurance, or cause such other obligation to be performed, and all sums

expended by Mortgagee in connection therewith, shall become part of the Obligations, payable by Mortgagor to Mortgagee upon demand, together with interest at the highest permitted legal rate.

F. Condemnation. If all or part of the Premises is taken, whether temporarily or permanently, under power of eminent domain or by condemnation, Mortgagee shall have the right to share in the proceeds to the extent of its interest at the time of taking.

G. Events of Default. Upon the occurrence of any of the following events of default, subject to notice and a reasonable opportunity to cure, all of the outstanding principal balance of the Mortgage shall, at the option of Mortgagee, become immediately due and payable without demand:

- I. If Mortgagor is in material default under the terms of the Agreement;
- II. If Mortgagor shall default in the due performance or observance of any covenant or obligation of Mortgagor under this Mortgage, or under the Agreement or if default shall occur under the terms of any document or instrument evidencing or securing any of the Superior Lien(s);
- III. If any warranty or representation made by Mortgagor to Mortgagee in this Mortgage or in any other document given in connection with the Obligations shall be false or inaccurate in any material respect;
- IV. If a voluntary or involuntary proceeding in receivership or insolvency shall be commenced by or against Mortgagor;
- V. If Mortgagor, with or without the prior written consent of Mortgagee, shall sell, convey, or transfer, refinance or grant or permit additional liens or mortgages upon the Premises (except the Superior Lien(s)) or any interest therein or any rents or profits therefrom or shall cause or suffer any writ of attachment, garnishment, execution, or other legal process to be placed upon the Premises or any interest therein or any rents or profits therefrom, except in favor of Mortgagee, or if any part of the Premises or any interest therein shall be transferred by operation of law, or if any interest or part thereof in the Mortgagor (or successor in interest to Mortgagor) is transferred including, but not limited to, a sale or transfer of any interest in the Mortgagor between the owners of any interest in the Mortgagor.

H. Remedies. Mortgagee shall have all rights and remedies provided for in this Mortgage and otherwise permitted by law. In addition, upon occurrence of a material uncured default under the terms of this Mortgage, Mortgagee shall have the right, and is authorized:

- I. To the extent permitted by law, to collect and receive all rents, profits, and other amounts that are due or shall hereafter become due under the terms of any leases, land contracts, or other agreements, now or hereafter in effect, by which Mortgagor is or shall be leasing or selling the Premises or any interest therein, and to exercise any other right or remedy of Mortgagor under any such lease, land contract or other agreement, provided, that Mortgagee shall have no obligation to make any demand or inquiry as to the nature or sufficiency of any payment received or to present or

file any claim or take any other action to collect or enforce the payment of any amounts to which Mortgagee may become entitled hereunder, nor shall Mortgagee be liable for any of the Mortgagor obligations under any such lease, land contract, or other agreement;

- II. To obtain or update abstracts of title, title searches, title insurance environmental reports, audits and investigations and with respect to the Premises and all sums expended therefor shall be part of the Obligations;
- III. To foreclose this mortgage by action pursuant to applicable law; and
- IV. To sell, release and convey the Premises at public sale, and to execute and deliver to the purchasers at such sale good and sufficient deeds of conveyance, rendering any surplus funds, after payment of the Obligations in full and the expenses of such sale, including attorneys' fees as provided by law, to Mortgagor, all in accordance with 735 ILCS 5/15-1512, as the same may be amended from time to time, and any similar statutory provisions which may hereafter be enacted in addition thereto or in substitution therefor.

I. Cumulative Rights. All rights and remedies of Mortgagee under this Mortgage, whether or not exercisable only on default, shall be cumulative and may be exercised from time to time and no delay by Mortgagee in the exercise of any right or remedy shall operate as a waiver thereof. No single or partial exercise of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy, except to the extent otherwise provided by law.

J. One Parcel. That in case of any sale under this Mortgage, by virtue of judicial proceedings or otherwise, the Premises shall be sold in one parcel and as an entirety or as the Mortgagee in its sole discretion may elect.

K. Waivers. Mortgagor or any other person hereafter obtaining a mortgage or lien upon, or any other interest in the Premises, releases and waives all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois and waives with respect to any foreclosure of this Mortgage, (i) any right to marshalling of the Premises and any right to require a minimum bid or "upset" price, and (ii) the benefit of any stay, extension, exemption or moratorium laws, now existing or hereafter enacted, and (iii) any right to reinstatement or redemption provided by any law now existing or hereafter enacted.

L. Indemnification. Mortgagor agrees to fully and unconditionally indemnify, defend and hold harmless Mortgagee from and against any judgments, losses, recapture, liabilities, damages (including consequential damages), costs, expenses of whatever kind or nature including without limitation attorneys' fees and other professional fees and expenses incurred by Mortgagee that may arise in any manner out of actions or omissions resulting from the breach or falsity of any of Mortgagor's representations and warranties set forth in Section 2 below or otherwise resulting from the presence of Hazardous Materials on the Premises.

M. Notices. All notices to Mortgagor and to Mortgagee shall be in compliance with the notice provisions of the Agreement.

N. Miscellaneous. The covenants contained herein shall be binding upon and inure to the benefit of Mortgagor and Mortgagor's successors in interest heirs, executors, administrators and personal representatives and Mortgagee and its successors and assigns. Whenever used herein, unless the context otherwise requires, the singular number shall include the plural, and the use of any gender shall be applicable to all genders. The headings to the various paragraphs hereof have been inserted for convenient references only and shall to no extent have the effect of amending or changing the expressed provisions of this Mortgage,

O. Severability. Any provision of this Mortgage prohibited or unenforceable by any applicable law shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

P. Assumption of Mortgage. Should the Mortgagor, with the prior written consent of Mortgagee, sell, convey, or transfer, refinance or grant or permit additional liens or mortgages upon the Premises (except the Superior Lien(s)) or any interest therein or any rents or profits therefrom or shall cause or suffer any writ of attachment, garnishment, execution, or other legal process to be placed upon the Premises or any interest therein or any rents or profits therefrom, except in favor of Mortgagee, or if any part of the Premises or any interest therein shall be transferred by operation of law, or if any interest or part thereof in the Mortgagor (or successor in interest to Mortgagor) is transferred including but not limited to a sale or transfer of any interest in the Mortgagor between the owners of any interest in the Mortgagor, the recipient of said interest or part of interest shall assume this Mortgage and shall be subject to its terms and the terms of the Settlement Agreement.

Q. Fixture Filing. The Mortgage constitutes a security agreement and shall be effective as a financing statement filed as a fixture filing as provided in the Illinois Uniform Commercial Code as to the goods described in this Mortgage by item and type and all goods which are or may become fixtures related to the Premises described in this Mortgage.

R. Additional Provisions.

- I. All obligations, covenants, warranties, representations and liabilities of the Mortgagor under this Mortgage, including, but not limited to, the indemnity contained herein, shall survive discharge of the Mortgage as a result of foreclosure or deed given in lieu thereof, or any other exercise by the Mortgagee of any remedies available to it for any default under this Mortgage and shall be in full force and effect at the time any claim or action is asserted by or against the Mortgagee.
- II. If the Mortgagor consists of more than one person such Mortgagor shall be jointly and severally liable under any and all obligations, covenants, and agreements of the Mortgagor contained herein. If the Mortgagor is a land trust, then the term Mortgagor as used herein shall include the beneficiaries of such land trust.
- III. Mortgagee is authorized from time to time and without notice to or consent by Mortgagor and with or without consideration, to give and make such extensions, renewals, modifications, waivers, settlements, and compromises, on such terms and conditions as Mortgagee may see fit, with regard to any of the Obligations as to

which Mortgagor is not the obligor or with regard to any security for the Obligations that is not owned by Mortgagor. Any such action shall not impair or affect the validity or enforceability of this Mortgage.

- IV. Mortgagor at the request of Mortgagee shall cause the Premises to be appraised or re-appraised to determine its value. Mortgagor shall pay all costs and fees of such appraisals or re-appraisals.
- V. If Mortgagee shall incur or expend any sums, including reasonable attorney's fees, whether in connection with any action or proceeding or not, to sustain the lien of this Mortgage or its priority, or to protect or enforce any of its rights hereunder, or to recover any Obligations secured by this Mortgage, or for any title examination or title policy relating to title to the Premises, or for any appraisal or re-appraisal of the Premises, or for environmental audits or reports, all such sums shall on notice and demand be paid by Mortgagor, together with interest thereon at the default rate described in the Note and shall be a lien of this Mortgage, and shall be deemed to be secured by this Mortgage and evidenced by the Note.
- VI. Mortgagor agrees not to set up or claim the benefit of homestead, courtesy or dower laws, or any exemption or insolvency laws against any claim of Mortgagee, for any sum of money which may become due and payable to it, under the covenants and agreements of the Note or any of the Obligations, or of this Mortgage, or any other instrument securing same, or against the securing of execution of any judgment sought thereon, all of said rights and exemptions being expressly waived.
- VII. THE UNDERSIGNED AND MORTGAGEE ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS WAIVED. EACH PARTY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THEIR MUTUAL BENEFIT, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS MORTGAGE OR THE OBLIGATIONS.

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage as of the day and year first above written.

Mortgagor

ANDY'S FROZEN CUSTARD RESTAURANT ATTEST:

By: _____
Andy Kuntz, Owner

By: _____

By: _____
Dana Kuntz, Owner

By: _____

COUNTY OF COOK

STATE OF ILLINOIS

The foregoing instrument was acknowledged before me on _____, 2026,
by _____.

By: _____

Notary Public

My commission expires: _____

Notary Stamp:

Attachment A

LOT 1 AND THE SOUTH 50 FEET OF LOT 2 TOGETHER WITH THE VACATED ALLEY ADJOINING THE SOUTHERN EDGE OF LOT 2, IN DEMPSTER-WAUKEGAN ROAD SUBDIVISION OF LOTS 1 AND 2 IN OWNERS SUBDIVISION IN THE SOUTH THIRD OF THE SOUTH HALF OF SECTION 1B, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PROPERTY INDEX NUMBERS:

10-18-400-048

10-18-400-056

Attachment B

**ECONOMIC INCENTIVE, TAX INCREMENT ALLOCATION FINANCING
DEVELOPMENT AGREEMENT BY AND BETWEEN ANDY KUNTZ, DANA KUNTZ,
AND THE VILLAGE OF MORTON GROVE, ILLINOIS**

EXHIBIT G

Total Development Costs

Land Acquisition	\$ 1,880,000
Residential Sale	(\$500,000)
Building Construction	\$ 1,250,000
Site Work	\$ 485,000
Underground Detention	\$ 300,000
Utility Relocates	\$ 100,000
Equipment	\$ 665,000
Soft Costs	\$ 325,000
Total Development Costs	\$ 4,505,000

EXHIBIT H

TIF Certification Request

Date: _____

Page: _____ of _____

Total Final Project Costs Incurred: \$ _____

Item #	Vendor Name/Address	Phone	Description	Project Budget Item (Exhibit G)	Invoice Date	Payment Date	Total Amount Paid	Requested Certification Amount

Total Certified Redevelopment Project Costs Requested: \$ _____

Attached hereto are the contracts, invoices, proof of payment and lien waivers corresponding to each of the above cited vendors for which Restaurant seeks such costs to be certified as a Redevelopment Project Cost.

Restaurant Signature

EXHIBIT I

[Reserved]

**[NOTE TO BE REMOVED: Restaurant is the owner of multiple properties and therefore
we do not believe a guaranty is necessary]**