



Incredibly Close ✧ Amazingly Open

## **VILLAGE BOARD OF TRUSTEES SPECIAL MEETING NOTICE/AGENDA**

TO BE HELD AT THE RICHARD T. FLICKINGER MUNICIPAL CENTER  
SCANLON CONFERENCE ROOM

**AUGUST 8, 2016**

**6:00 pm**

*(The hour between 6:00 and 7:00 pm is set aside for Executive Session  
per 1-5-7A of the Village of Morton Grove Municipal Code.*

*If the Agenda does not include an Executive Session, the meeting will begin at 7:00 pm.)*

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Executive Session**

**THE BALANCE OF THE MEETING SHALL COMMENCE AT 7:00 PM  
IN THE COUNCIL CHAMBERS  
OF THE RICHARD T. FLICKINGER MUNICIPAL CENTER**

4. **Reconvene Meeting**
5. **Pledge of Allegiance**
6. **Roll Call**
7. **Approval of Minutes –** Regular Meeting – July 25, 2016
8. **Special Reports**
9. **Public Hearings**
10. **Residents' Comments (agenda items only)**

11. **President's Report** – *Administration, Northwest Municipal Conference, Council of Mayors, Strategic Plan, Comprehensive Plan*
  - a. Proclamation – Chief Tom Friel Day – August 11, 2016
12. **Clerk's Report** – *Community Relations Commission*
13. **Staff Reports**
  - a. **Village Administrator**
    - 1) Miscellaneous Reports and Updates
  - b. **Corporation Counsel**
14. **Reports by Trustees**
  - a. **Trustee Grear** – *Police Department, Community and Economic Development Department, Fire and Police Commission, Police Facility Committee, NIPSTA, Lehigh/Ferris TIF, Prairie View TIF, Special Events Commission (Trustee Witko)*
  - b. **Trustee Minx** – *Natural Resource Commission, Plan Commission/Zoning Board of Appeals, Building Department (Trustee Pietron)*
    - 1) **Ordinance 16-15** (*Introduced June 27, 2016*) (*tabled from July 11, 2016, Second Read*)  
Approving a Final Plat for a Minor Subdivision Located at 9109 Menard
    - 2) **Ordinance 16-18** (*Introduced July 11, 2016*) (*Second Reading*)  
Approving a Final Plat for a Minor Subdivision Located at 7915 Foster Street
    - 3) **Ordinance 16-19** (*Introduced August 8, 2016*) (*First Reading*)  
Amending Title 10, Chapter 5 of the Municipal Code Entitled "Property Maintenance Regulations" and Deleting Title 10, Chapter 5, Article A Entitled "Vacant Buildings"
  - c. **Trustee Pietron** – *Public Works Department, Condominium Association, Economic Development Commission, Dempster Street Corridor Plan, Chamber of Commerce (Trustee Minx)*
    - 1) **Resolution 16-53** (*Introduced August 8, 2016*)  
Authorizing a Renewal Agreement between the Village and the Illinois Convenience and Safety Corporation to Install and Maintain Transit Advertising Shelters within the Village
    - 2) **Resolution 16-54** (*Introduced August 8, 2016*)  
Authorizing the Execution of a Contract with G&L Contractors, Inc. for the 2016 Material Hauling Program

14. **Reports by Trustees (continued)**

c. **Trustee Pietron (continued)**

- 3) **Resolution 16-55** (*Introduced August 8, 2016*)  
Authorizing the Execution of a Contract with Path Construction Company, Inc. for the  
2016 Beckwith Road Bridge Rehabilitation – Project B

d. **Trustee Ramos** – *Legal, Finance Advisory Commission, Traffic Safety Commission, Waukegan Road TIF, Capital Projects (Trustee Thill)*

e. **Trustee Thill** – *Fire Department, Emergency Management Agency, RED Center, Environmental Health, Solid Waste Agency of Northern Cook County, Appearance Commission, Advisory Commission on Aging (Trustee Ramos)*

f. **Trustee Witko** – *IT Communications, Strategic Plan Committee, Finance Department, Family and Senior Services Department (Trustee Gear)*

15. **Other Business**

16. **Presentation of Warrants - \$653,725.67**

17. **Residents' Comments**

18. **Executive Session** – Personnel Matters, Labor Negotiations, Pending Litigation, and Real Estate

19. **Adjournment** - *To ensure full accessibility and equal participation for all interested citizens, individuals with disabilities who plan to attend and who require certain accommodations in order to observe and/or participate in this meeting, or who have questions regarding the accessibility of these facilities, are requested to contact Susan or Marlene (847/470-5220) promptly to allow the Village to make reasonable accommodations.*

**MINUTES OF A REGULAR MEETING OF THE PRESIDENT  
AND THE BOARD OF TRUSTEES OF THE VILLAGE OF MORTON GROVE  
COOK COUNTY, ILLINOIS, HELD AT THE  
RICHARD T. FLICKINGER MUNICIPAL CENTER  
JULY 25, 2016**

**CALL TO ORDER**

- I & Village President Dan DiMaria called the meeting to order at 7:00 p.m. in the Council
- II. Chambers of Village Hall. He then led the Board and assemblage in the Pledge of Allegiance.
- III. Village Clerk Connie Travis called the roll. Present were: Trustees Bill Grear, Rita Minx, John Pietron, Ed Ramos, John Thill, and Janine Witko.

**APPROVAL OF MINUTES**

Regarding the July 11, 2016 Regular Board Meeting, Trustee Minx moved to approve the Minutes as presented, seconded by Trustee Thill. **Motion passed unanimously** via voice vote.

**SPECIAL REPORTS**

NONE

**PUBLIC HEARINGS**

NONE

**RESIDENTS' COMMENTS (Agenda Items Only)**

NONE

**STAFF REPORTS**

- A. Village Administrator:
  - 1. Mr. Czerwinski provided the Board and assemblage with an update on the Alternate Water Supply Initiative. He noted that William Balling, the Village's consultant in this matter, was also present this evening.
  - a. Mr. Czerwinski said that the Village has continued having discussions with Evanston, and has re-engaged in conversations with Glenview and Wilmette and the Northwest Water Commission and Aqua Illinois.

## VIII.

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

- b. Mr. Czerwinski added that the Village has done route studies to find the best configuration for delivering water, using existing structure. He noted that discussions with Glenview/Wilmette and Evanston have gone the furthest thus far.
- c. The Village's next steps will be to develop a contract with Evanston. To that end, the Village will need specialized legal and management support resources. The Village will also solicit proposals to authorize a financial advisor for a "plan of finance." This is a major project, a "legacy" project, and it is important to have the right plan of finance. Mr. Czerwinski said there are a lot of moving parts associated with that—for example, different bonding levels, and also some opportunities (through the IEPA) for lower-interest loans that need to be considered and applied for, and everything needs to be completed appropriately. Simultaneously, the Village will also begin preparation for an Engineering Request For Proposals for Design and Route Study. The RFP is being developed in-house with staff from Morton Grove and Niles.
- d. Mr. Czerwinski said that, in the fall, the priority will be to determine funding for preliminary engineering and entering into a cost-sharing agreement between Niles and Morton Grove which will include such things as distance and water quantities. The Village will need to execute an Engineering Services Contract to develop the route study and 60% of the engineering of the delivery system. He explained that the contract will specify 60%, because there are always going to be unexpected nuances, such as a utility problem or property that may need to be acquired, that can occur. The 60% ensures that the Village will be well on its way to finalizing the delivery route. Mr. Czerwinski said the Village will review this at various stages—at 10%, at 20%, etc. and can "turn it off" at any time if it doesn't seem to be working out. He said this type of phased construction would be beneficial, and concurrently, the Village will be working on applying for a low-interest IEPA loan. Mr. Czerwinski said the process of applying for this type of loan is arduous and daunting, but well worth the effort if the application is successful.
- e. The Village will need to finalize and adopt an agreement with the City of Evanston for water supply (getting water from Evanston's pumping station) and water purchase at a reasonable rate. Niles and Morton Grove will work together to develop a Joint Effort Operating Structure which will cover project construction and financing, as well as ongoing operations. Mr. Czerwinski wasn't sure if that agreement would be structured as an Intergovernmental Agreement, the establishment of a Water Commission, or some other option.
- f. In late spring of 2017, specific phased construction work (starting at multiple locations) will begin and permanent financing will be set, with project completion estimated to be late fall of 2018. Mr. Czerwinski said this schedule is somewhat aggressive, but with proper planning and the right specialists in place, it can work.
- g. Mr. Czerwinski said that a lot of staff time has already gone into this project, between the Legal Department, Public Works, and General Administration. He said the Village has a strong partnership with the Village of Niles, and complimented Mr. Balling for "shepherding" the Village through this process.
- h. Trustee Thill asked if the City of Chicago would cut Morton Grove's water supply off. Mr. Czerwinski assured the Board that the Village has been in communication with the City and is still paying its water bills to the City. Mayor DiMaria added that this process has been going on for about two years and Chicago has been involved. This will not be a blindside for Chicago. The Village has had a lot of communication with the City and the City has been amicable.

## VIII.

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

- i. Trustee Minx asked about the Village's contract with the City.
- j. Mr. Czerwinski said the Village does have a contract with the City that expires on December 31, 2018. He said that's why the timeline he outlined is so important, and that's why a phased construction approach is preferable. The Village of Niles has a contract with the City as well, but it doesn't expire until the end of 2019.
2. Mr. Czerwinski said the Village has provided notice that its electrical aggregation program will end. Residents will receive a notice in mid-August from ComEd about this as well. Mr. Czerwinski said that the program saved residents about \$1.8 million over its life. He said, this year, the savings aren't there, so the Village is opting out. Residents that were participating in the electrical aggregation program do not need to take any action.
3. Mr. Czerwinski invited everyone to attend the Police Department's "National Night Out" on Tuesday, August 2<sup>nd</sup> from 5:30pm to 8:30pm at the Civic Center. The free event includes free food, entertainment, activities, and giveaways and is a great opportunity for neighbors to meet and thank our local police officers.
4. Mr. Czerwinski announced that the Community Relations Commission is sponsoring a Village-wide garage sale in September. He said Clerk Travis would provide more details in her report.
5. Mr. Czerwinski said there would be a Village-wide testing of the Emergency Alert System on September 6 at 10:00am. If residents are not already signed up for the mass communication system, they are encouraged to do so. This will be an annual test. The high speed telephone communication test will also help to cleanse the Village's database. If there is no response after multiple efforts, the number will be cleansed from database, which makes the system faster.
6. Mr. Czerwinski encouraged everyone to participate in the Village's summer photo contest to showcase the Village's new tagline: Incredibly Close. Amazingly Open. All photos must be submitted by September 9<sup>th</sup>.
7. Mr. Czerwinski said that targeted adult mosquito spraying would be done by the North Shore Mosquito Abatement District tomorrow between the hours of 8:00pm and 2:00am, weather permitting.
8. Mr. Czerwinski complimented the Public Works Department for doing a great job of cleaning up the Village after the severe storms that occurred recently. He added that the Deep Tunnel did its job, too.
- a. Trustee Thill said that there's some digging going on at Austin and Beckwith. Mr. Czerwinski said there was some damage to the cover there due to the water coming in so fast. It's being dug up to be repaired.

VIII. STAFF REPORTS (continued)B. Corporation Counsel:

Corporation Counsel Liston had no report.

IX. PRESIDENT'S REPORT

1. Mayor DiMaria asked the Board to make a motion to approve and affirm that the Village of Morton Grove will continue to partner with the Village of Niles to pursue an alternative water source from the City of Evanston.

Trustee Pietron so moved, seconded by Trustee Minx.

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

Tr. Grear	<u>aye</u>	Tr. Minx	<u>aye</u>	Tr. Pietron	<u>aye</u>
Tr. Ramos	<u>aye</u>	Tr. Thill	<u>aye</u>	Tr. Witko	<u>aye</u>

2. Mayor DiMaria then presented **Resolution 16-48, Authorizing Amendment Number 2 to the Professional Services Agreement Between Stanley Consultants, Inc. and the Villages of Morton Grove and Niles and Authorizing an Agreement Between Stanley Consultants, Inc. and the Village of Morton Grove for Additional Services Relating to the Procurement of an Alternative Water Supply.**

He asked the Board if there were any questions regarding this Resolution. There were none.

Trustee Pietron moved to approve Resolution 16-48, seconded by Trustee Minx.

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

Tr. Grear	<u>aye</u>	Tr. Minx	<u>aye</u>	Tr. Pietron	<u>aye</u>
Tr. Ramos	<u>aye</u>	Tr. Thill	<u>aye</u>	Tr. Witko	<u>aye</u>

Mayor DiMaria congratulated the Board, commenting that this was a big decision on a legacy project, and he was confident that the Village is heading in the right direction.

X. CLERK'S REPORT

Clerk Travis said the Community Relations Commission is sponsoring a Village-wide garage sale September 16–September 18. Anyone interested can sign up on the Commission's Facebook page or at Village Hall. The Village will waive the garage sale permit fee and will print out a map of all the locations participating in the garage sale.

XI. TRUSTEES' REPORTSA. Trustee Grear:

1. Trustee Grear presented **Resolution 16-49, Authorizing an Intergovernmental Agreement By and Among the Village of Glenview, the Village of Niles, and the Village of Morton Grove For Public Safety Communications Services.**

XI.

**TRUSTEES' REPORTS** (continued)A. Trustee Grear: (continued)

- a. Trustee Grear explained that, in 2012, the Village entered into a five-year agreement with the Village of Glenview for police dispatching services for all 911 and 10-digit emergency calls. These calls are currently being routed through the Glenview Public Safety Dispatch Center.
- b. Morton Grove has received excellent quality dispatching services during this time, and has seen cost savings compared to its previous dispatch service provider. Because the current contract expires on December 31, 2017, staff initiated discussions with the Village of Glenview and the Village of Niles to extend the dispatch service contract through December 31, 2022.
- c. As a result of those discussions, Glenview has offered a "freeze" of 2016 rates for 2017 and 2018. Further, the contract will now establish performance standards, require Glenview to provide general information to Morton Grove residents about public health and safety issues, allow for quarterly payments, provide a facility alarm monitoring option, and give Morton Grove the ability to review Glenview's expenses and revenues.
- d. Trustee Grear said the contract calls for the cost of services to continue at the 2016 rate through December 31, 2018. Thereafter will be a cost increase of 3% each year for 2019, 2020, 2021, and 2022. This is a cost savings to Morton Grove of \$65,000 for the 2017 fiscal year. Trustee Grear moved, seconded by Trustee Pietron, to approve Resolution 16-49.

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

Tr. Grear      aye  
 Tr. Ramos    aye

Tr. Minx      aye  
 Tr. Thill     aye

Tr. Pietron   aye  
 Tr. Witko     aye

- e. Trustee Grear commented that 2022 seems like it's a long time away, but it'll be here before we know it!
2. Trustee Grear next presented **Resolution 16-50, Authorizing the Execution of a Professional Services Agreement By and Between the Village of Morton Grove and True North Consultants, Inc. For Plan Review, Code Enforcement, and Inspectional Services.**
  - a. He explained that the Lehigh/Ferris Framework Plan, which was adopted in 2008, identified Sites I and J (parcels bounded by the river/railroad, Dempster Street, Ferris Avenue, and Hennings Court) as priority development sites. In order to facilitate future redevelopment of these sites, the Metropolitan Water Reclamation District (MWRD) requires a separate storm sewer system to service new development in this area.
  - b. Earlier this year, the Board approved a resolution authorizing the Village to enter into a contract with the Ciorba Group to design this storm sewer system. The proposed route for the new sewer system traverses the property at 6415 Dempster. The Village had engaged True North Consultants, Inc. earlier this year to complete Phase II Environmental Assessments for 6415 Dempster, 8721 Narragansett, 8733 Narragansett, and 8720 Ferris. The Phase II Environmental Assessment for the site at 6415 Dempster indicated some levels of contamination present. True North has provided a proposal for additional testing for this site in order to better assess and potentially reduce overall remediation costs.



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

A. **Trustee Grear:** (continued)

- c. Based on True North's familiarity with the site and the satisfactory performance of their previous work the Village, staff recommends that True North be engaged for this additional work. With the current proposal, the total compensation to be paid to True North in 2016 will exceed \$20,000, and therefore Board approval is required.

Trustee Grear moved to approve Resolution 16-50, seconded by Trustee Minx.

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

Tr. Grear	<u>aye</u>	Tr. Minx	<u>aye</u>	Tr. Pietron	<u>aye</u>
Tr. Ramos	<u>aye</u>	Tr. Thill	<u>aye</u>	Tr. Witko	<u>aye</u>

B. **Trustee Minx:**

Trustee Minx had no report.

C. **Trustee Pietron:**

1. Trustee Pietron presented **Resolution 16-51, Authorizing the Purchase of Gasoline and Diesel Fuel.**
  - a. He explained that this Resolution will authorize the purchase of gasoline and diesel fuel from Gas Depot Oil Company of Morton Grove, Illinois, through the Suburban Purchasing Cooperative, for the period of July 6, 2016 through July 5, 2017, with the option to extend the contract for three additional one-year periods under the same terms and conditions as the original contract.
  - b. Trustee Pietron said the Northwest Municipal Conference (NWMC), through its Suburban Purchasing Cooperative, routinely solicits bids for the purchase of fuel and other supplies. The low bidder to supply gasoline and diesel fuel was Gas Depot Oil Company of Morton Grove. The NWMC staff performed reference checks and found Gas Depot Oil Company to be a viable operation.

Trustee Pietron moved to approve Resolution 16-51, seconded by Trustee Witko.

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

Tr. Grear	<u>aye</u>	Tr. Minx	<u>aye</u>	Tr. Pietron	<u>aye</u>
Tr. Ramos	<u>aye</u>	Tr. Thill	<u>aye</u>	Tr. Witko	<u>aye</u>

2. Trustee Pietron then presented **Resolution 16-52, Authorizing the Execution of a Contract With J.A. Johnson Paving Company For the 2016 Street Patching Program.**
  - a. He explained that the annual Street Patching Program is intended to maintain the quality, drainage, and drivability, and to extend the life of streets in the Village. This work should be completed in mid-August 2016.

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

C. Trustee Pietron: (continued)

- b. Trustee Pietron said that this contract was bid through a public process and the lowest bid was from J.A. Johnson Paving Company, and was \$8,175 less than the Engineer's Estimate of Cost.
- c. The estimated contract value is \$47,825, but since this is a unit price contract, the final contract amount will be based on the actual quantity of work performed.

Trustee Pietron moved to approve Resolution 16-44, seconded by Trustee Minx.

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

Tr. Grear	<u>aye</u>	Tr. Minx	<u>aye</u>	Tr. Pietron	<u>aye</u>
Tr. Ramos	<u>aye</u>	Tr. Thill	<u>aye</u>	Tr. Witko	<u>aye</u>

D. Trustee Ramos:

Trustee Ramos had no report.

E. Trustee Thill:

Trustee Thill had no report.

F. Trustee Witko:

Trustee Witko had no report.

XII. **OTHER BUSINESS**

Mayor DiMaria encouraged everyone to shop locally and buy gas locally, and to support the businesses and retail establishments in Morton Grove.

XIII. **WARRANTS**

Trustee Witko presented the Warrant Register for July 25, 2016, in the amount of \$530,281.15. She moved that the Warrants be approved as presented. Trustee Pietron seconded the motion.

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

Tr. Grear	<u>aye</u>	Tr. Minx	<u>aye</u>	Tr. Pietron	<u>aye</u>
Tr. Ramos	<u>aye</u>	Tr. Thill	<u>aye</u>	Tr. Witko	<u>aye</u>

XIV.

**RESIDENTS' COMMENTS**

1. **Nancy Lanning** commended Joe Dahm of the Public Works Department for helping out with a problem one of her neighbors was having. She said he went "above and beyond" to help her neighbor, and she appreciated it very much.

XV.

**ADJOURNMENT**

Trustee Minx moved to adjourn the meeting, seconded by Trustee Thill.

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

<b>Tr. Grear</b>	<u><b>aye</b></u>	<b>Tr. Minx</b>	<u><b>aye</b></u>	<b>Tr. Pietron</b>	<u><b>aye</b></u>
<b>Tr. Ramos</b>	<u><b>aye</b></u>	<b>Tr. Thill</b>	<u><b>aye</b></u>	<b>Tr. Witko</b>	<u><b>aye</b></u>

The meeting adjourned at 7:28 p.m.

PASSED this 8th day of August, 2016.

Trustee Grear	_____
Trustee Minx	_____
Trustee Pietron	_____
Trustee Ramos	_____
Trustee Thill	_____
Trustee Witko	_____

APPROVED by me this 8th day of August, 2016.

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

APPROVED and FILED in my office this 9th day of August, 2016.

\_\_\_\_\_  
 Connie J. Travis, Village Clerk  
 Village of Morton Grove, Cook County, Illinois

Minutes by: Teresa Cousar

# Proclamation

## Village of Morton Grove

WHEREAS, Thomas J. Friel grew up in Arlington Heights, Illinois, and joined the Morton Grove Fire Department on July 15, 1985; and

WHEREAS, Chief Friel has served with distinction as a member of the Morton Grove Fire Department with continually escalating roles and responsibilities including, the regional Search and Rescue Team, being the Department's Radio/Communication Coordinator, Training Officer, Quartermaster, and Administrative District Chief before becoming Fire Chief; and

WHEREAS Tom was promoted to the rank of Lieutenant in 1998 and was then appointed as District Chief in 1999. Each promotion and assignment brought increased challenges, responsibilities, and duties, which Chief Friel met with poise, the utmost professionalism, and boundless commitment to the ultimate mission of the Department; and

WHEREAS, Tom was appointed acting Fire Chief by Mayor Daniel D. Scanlon in September 2003, and was appointed Fire Chief in January 2004 and since then has served in that position with honor and distinction under Mayors Scanlon, Krier, Staackmann, and DiMaria; and

WHEREAS, Chief Friel has also served as the Chairman of the Regional Emergency Dispatch (RED) Center Joint Chiefs Authority, and the Chairman of the Northern Illinois Public Safety Training Academy (NIPSTA) Building & Grounds Committee, and has achieved numerous national accreditations including the designation of Executive Fire Officer from the National Fire Academy, and Chief Fire Officer from the Center for Public Safety Excellence; and

WHEREAS, as a valuable member of the Village's Administrative team, Chief Friel, in addition to his duties as Fire Chief, has served as acting Village Administrator, and has provided oversight and leadership for the Village's Emergency Management, Civic Center, Senior Services, Risk Management, and Code Compliance operations; and

WHEREAS, Chief Friel in addition to holding a Bachelor of Science Degree from Southern Illinois University, has a pilot's license, and is a certified flight instructor; and

WHEREAS Tom's greatest source of pride is his wife, Kelly and their three talented, accomplished children: Thomas, Patrick and Mary; and

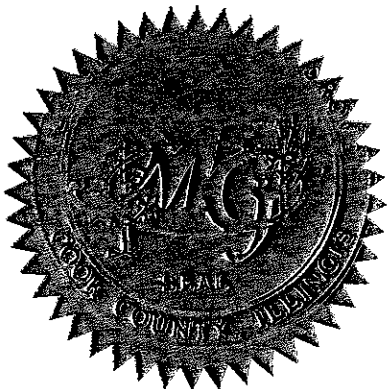
WHEREAS, on August 11, 2016, after thirty-one years of dedicated service, Chief Friel is retiring from the fire service.

NOW THEREFORE, on behalf of Mayor Di Maria, I proclaim August 11, 2016 as

### CHIEF TOM FRIEL DAY

to honor Chief Friel for his service and dedication to the Morton Grove Fire Department and to the Village of Morton Grove

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



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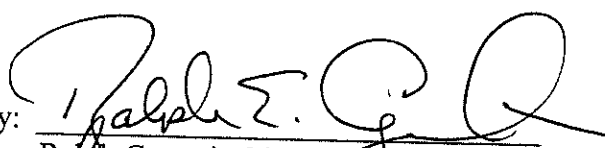
Bill Grear, Village President Pro Tem

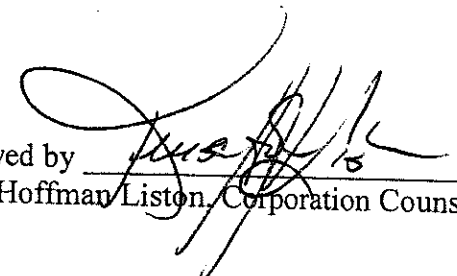
## Legislative Summary

### Ordinance 16-15

#### **APPROVING A FINAL PLAT FOR A MINOR SUBDIVISION LOCATED AT 9109 MENARD AVENUE, MORTON GROVE, ILLINOIS 60053**

<b>Introduction:</b>	June 27, 2016
<b>Purpose:</b>	To approve a final plat of subdivision to allow the owner of 9109 Menard Avenue to subdivide the existing parcel into two lots, where the new Lot 1 will include the existing single family residence and the new Lot 2 will be a vacant substandard lot.
<b>Background:</b>	Mr. Phil Van Swol, the applicant and owner of 9109 Menard Avenue, is seeking approval to create a new two lot subdivision. The existing 12,375 sq. ft. subject property is in the R2 Single Family Residence District and consists of three record lots, which are currently utilized as one zoning lot. The applicant is proposing to create two new lots at follows: Lot 1 will be 54 ft. wide and 125 ft. deep, with 6,750 sq. ft. of land area, and Lot 2 will be 45 ft. x 125 ft., with 5,625 sq. ft. of land area. Subdivisions of record created after August 4, 1959, in the R2 District, must have a minimum lot area of 5,900 sq. ft. (Section 12-4-2:D.1) and a minimum lot width of 50 ft. (Section 12-4-2:D.2). Lot 1 with the existing single-family residence will comply with the minimum lot requirements and with the bulk and dimensional control. Lot 2, will be a substandard lot, with respect to both the lot width and lot area. The Plan Commission reviewed the proposal at their May 16, 2016 public hearing. During their discussion, the Commissioners noted this application is strictly for the approval of the subdivision only. Any future development or redevelopment on these lots will need to comply with current ordinance requirements, and specifically any proposed development on the substandard lot (Lot 2) will require approval by the Zoning Board of Appeals per Section 12-15-4 and 12-15-5. Based on the application, supporting documents and testimony presented, the Plan Commission voted unanimously (6-0, Dorgan absent) to recommend approval of this final plat of subdivisions with conditions.
<b>Programs, Departs or Groups Affected</b>	Community and Economic Department
<b>Fiscal Impact:</b>	N/A
<b>Source of Funds:</b>	N/A
<b>Workload Impact:</b>	These amendments will be implemented by the Community and Economic Development in the normal course of business.
<b>Admin Recommend:</b>	Approval as presented
<b>Second Reading:</b>	July 11, 2016, required – Municipal Code Book change
<b>Special Consider or Requirements:</b>	None

Submitted by:   
Ralph Czerwinski, Village Administrator

Reviewed by:   
Teresa Hoffman Liston, Corporation Counsel

Prepared by:   
Nancy M. Ranzewich, Community and Economic Development Director

## **ORDINANCE 16-15**

### **APPROVING A FINAL PLAT FOR A MINOR SUBDIVISION LOCATED AT 9109 MENARD AVENUE, MORTON GROVE, ILLINOIS 60053**

WHEREAS, the Village of Morton Grove, located in Cook County, Illinois, is a Home Rule unit of government and under the provisions of Article 7 of the 1970 Constitution of the State of Illinois, and as such 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, Mr. Phil Van Swol, 9109 Menard Avenue, Morton Grove, Illinois 60053, has made a proper application to the Plan Commission in the Village of Morton Grove under Case No. PC 16-02 requesting approval of a Final Plat of subdivision for 9109 Menard Avenue ("the Subject Property") to subdivide the Subject Property into two lots, in accordance with the submitted Final Plat of Subdivision, prepared by United Survey Service, dated June 14, 2016, with a legal description of the two new lots, copies of which are attached hereto and made a part hereof and marked as Exhibit "A" and "Exhibit B," respectively; and

WHEREAS, the 12,375 sq. ft. subject property includes three existing continuous lots of record, which have been utilized as one single zone lot, is 99 ft. wide and 125 ft. deep, and is currently improved with a single family residence; and

WHEREAS the subject property is zoned in the R2 Single Family District pursuant to the provisions of the Village of Morton Grove Unified Development Code; and

WHEREAS, the proposed subdivision meets the definition of a minor subdivision defined in Section 12-17-1 of the Unified Development Code as the proposed subdivision fronts on an existing street, does not involve any new streets or roads, and does not result in more than two (2) buildable lots, and as such the applicant can proceed with an application for approval for a final plat of subdivision without the need for a preliminary plat of subdivision; and

WHEREAS, pursuant to the applicable provisions of the Municipal Code upon public notice duly published in the *Pioneer Press*, a newspaper of general circulation in the Village of Morton Grove which publication took place on April 29, 2016, and pursuant to the posting of a sign on the property on May 6, 2016, and written notification sent to property owners within 250 feet of the subject property on May 1, 2016, as required by ordinance, the Morton Grove Plan Commission held a public hearing relative to the above referenced case on May 16, 2016, 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, as result of said hearing, the Plan Commission made certain recommendations and conditions through a report dated June 22, 2016, a copy of which is attached hereto and made a part hereof and marked as Exhibit "C"; and

WHEREAS, within the R2 District, new subdivided lots, created after August 4, 1959, are required to have a minimum lot area of 5,900 sq. ft. and a minimum lot width of 50 sq. ft.; and

WHEREAS, Lot 1 on the submitted final plat of subdivision is proposed to be 54 ft. wide by 125 ft. deep and will contain approximately 6,750 sq. ft. of land and, as such, would comply with minimum lot area and lot width requirements for new lots within the R2 Single Residential district per Section 12-4-2:D; and

WHEREAS, Lot 1 will include the existing single family residence and such existing residence on the newly created Lot 1 will comply with all the dimensional, bulk and lot coverage requirements established in the Unified Development Code; and

WHEREAS, Lot 2 on the final plat of subdivision is proposed to be 45 ft. wide by 125 ft. deep and will contain approximately 5,625 sq. ft. of land and, as such, will be a substandard lot as it will not comply with the minimum lot area and minimum lot width requirements for new lots within the R2 Single Residential district per Section 12-4-2:D; and

WHEREAS, at the public hearing, the Plan Commission acknowledged the application is strictly for approval of a two lot subdivision, which will include the creation of a substandard lot, based on the current requirements in the R2 Single Family Residence District, and approval of such subdivision does not guarantee any future development or redevelopment of such lots;

WHEREAS, the Plan Commission further acknowledged any future development or redevelopment on these lots will need to comply with current ordinance requirements, and specifically any proposed development on the substandard lot will require approval by the Zoning Board of Appeals per Section 12-15-4 and 12-15-5; and

WHEREAS, the Plan Commission considered all the evidence and testimony presented to it, discussed the merits of the Application in light of applicable laws, including the subdivision criteria established in Section 12-16-4.D.3 of the Unified Development Code, and voted to recommend approval of the new two lot subdivision and related waivers, with conditions; and

WHEREAS, pursuant to the provisions of the Village of Morton Grove Unified Development Code, the Corporate Authorities have considered the report of the Plan Commission and find the proposed final plat of subdivision in accordance with applicable ordinances of the Village of Morton Grove for a minor subdivision.

with Section 12-8-3 of the Village Code, and shall file three (3) copies of the recorded plat with the Building Commissioner for the Village of Morton Grove within ninety (90) days of such recording;

SECTION 7: The applicant or his/her successors shall comply with all applicable provisions of Title 12, Chapter 8 regarding the content, submission, and recording of the final plat of subdivision;

SECTION 8: This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form according to law, and the applicant or his/her successors has recorded the Plat of Subdivision, in accordance with Section 12-8-3 of the Village Code, and recorded this Ordinance against both Lots 1 and 2 with the Recorder of Deeds of Cook County Illinois, and has provided the evidence of such to the Village of Morton Grove.

PASSED this 8<sup>th</sup> day of August 2016.

Trustee Gear	_____
Trustee Minx	_____
Trustee Pietron	_____
Trustee Ramos	_____
Trustee Thill	_____
Trustee Witko	_____

APPROVED by me this 8<sup>th</sup> day of August 2016.

\_\_\_\_\_  
Bill Gear, President Pro Tem  
Village of Morton Grove  
Cook County, Illinois

APPROVED and FILED in my office this  
9<sup>th</sup> day of August 2016.

\_\_\_\_\_  
Connie Travis, Village Clerk  
Village of Morton Grove  
Cook County, Illinois





## **EXHIBIT "B"**

### **Legal Description for Lot1 and Lot2 of 9109 Menard Subdivision as Prepared by United Survey Service**

LOT 1 IN 9109 MENARD AVENUE SUBDIVISION, BEING A SUBDIVISION OF LOTS 20, 21 AND 22 IN BLOCK 4 IN HIELD AND MARTIN'S DEMPSTER STREET TERMINAL SUBDIVISION IN SECTIONS 16 AND 17, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

KNOWN AS: 9109 MENARD AVENUE, MORTON GROVE, ILLINOIS 60053

PERMANENT INDEX NUMBER: 10 - 17 - 404 - 050 - 0000

LOT 2 IN 9109 MENARD AVENUE SUBDIVISION, BEING A SUBDIVISION OF LOTS 20, 21 AND 22 IN BLOCK 4 IN HIELD AND MARTIN'S DEMPSTER STREET TERMINAL SUBDIVISION IN SECTIONS 16 AND 17, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

KNOWN AS: MENARD AVENUE, MORTON GROVE, ILLINOIS 60053

PERMANENT INDEX NUMBER: 10 - 17 - 404 - 051 - 0000

the lot and has now applied for review of this subdivision, with requested waivers. Mr. Van Swol concluded with a description of the immediate 9109 Menard area as being developed with a combination of newer and older homes with a majority of the of neighboring homes on 45 ft. wide lots.

Commissioner Blonz asked the applicant about the existing landscaping, and if the bushes on the south side of proposed south lot would remain and if there would be any problems with emergency access. Mr. Van Swol stated he intends to leave the bushes unless there is some reason in the building process to remove.

Chairperson Farkas then opened the hearing for public comment and two residents spoke. Barbara Kuzinski, at 9118 Menard, stated her opinion that the proposed subdivided lot is not big enough to build a house. Ms. Kuzinski also noted her concern regarding potential increased parking on the block. Arnie Reznick, at 9114 Mango, also voiced concerns of building on a 45 ft. wide lot. In his opinion, for any new single family development, a garage in the front would need to be 20 ft. wide which would leave only a 15 ft. façade facing the street. Building a garage with access to the alley would, in turn, be very difficult for access particularly from snowplowing in the winter. He noted that in his opinion this lot should not be considered buildable.

Commissioner Shimanski asked staff if approval of the proposed subdivision would also imply that the 45 ft. lot is buildable or would new construction on the substandard 45 ft. lot require approval by the Zoning Board of Appeals. Mr. Argumedo answered that any development on the new 45 ft. wide lot would still need approval by the Zoning Board of Appeals per Section 12-15-4 and 12-15-5. He continued that a condition could be added to the ordinance reiterating that this case and future ordinance is solely for the proposed subdivision and that any future development must meet Section 12-15-4 and 12-15-5. Terry Liston, Corporation Counsel, confirmed that the current application is only for the subdivision, and as such, any new single family development would need to appear before the Zoning Board of Appeals for review, as the lot width and size would be below code requirements. Ms. Liston further noted that Section 12-15-5 states: "The creation of a non-conforming lot subsequent to the effective date of this title (which was 2007) or any subsequent amendment shall not entitle the owner of such non-conforming lot to a building permit as provided elsewhere in the code." Ms. Liston concluded that the property owner may apply for a building permit for new development, but the owner is not entitled to it just by a matter of right just by approving the subdivision.

Chairperson Farkas asked if there was any further discussion. With no response, Farkas added that he was bothered that the applicant's case's was based upon conversation with a Village Official in 2008. Chairperson Farkas added that there was a statement made that the Village had provided incorrect information; however, the applicant could have checked the code himself as that is a public record. Mr. Farkas said he felt this sets a bad precedent that the Village could be stuck with an incorrect verbal opinion. Chairperson Farkas added he is not asking for a response, he was just stating his opinion.

Mr. Van Swol asked to be heard and stated that he believed it was well-documented as he reviewed plans and surveys the Village Planner.

Ms. Liston explained that from a legal standpoint, if a Village employee gives out the wrong information, it is not binding on the Village.

With this clarification from staff, Commissioner Shimanski stated that the case before the Commission is just the first step in getting approval for a subdivision, any consideration of future development cannot occur before a subdivision is approved. Ms. Liston added that the code per Section 12-2-2:A states you cannot build two homes on one lot, and right now this is considered one lot. In order for any *potential* development to occur, such a subdivision application must be approved, but that does not guarantee that any development will be approved.

Commissioner Shimanski moved to approve Case PC16-02, 9109 Menard, request for recommendation of approval for a Subdivision at 9109 Menard Avenue with waivers to lot width and area in accordance with Section 12-8 of the Unified Development Code (Ordinance 07-07)

1. The subdivision shall be recorded in accordance with all materials submitted with the application in accordance to Section 12-8-3.
2. The owner and successive ownership shall be duly notified through a recorded deed that any future development on each lot shall correspond to existing unified development code.

The motion was seconded by Commissioner Blonz.

The motion passed unanimously (6-0, Dorgan Absent)

## Legislative Summary

### Ordinance 16-18

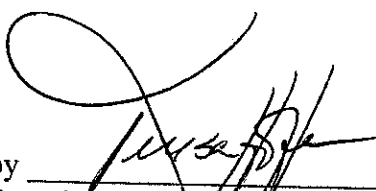
#### **APPROVING A FINAL PLAT FOR A MINOR SUBDIVISION LOCATED AT 7915 FOSTER STREET, MORTON GROVE, ILLINOIS 60053**

<b>Introduction:</b>	July 11, 2016
<b>Purpose:</b>	To approve a final plat of subdivision to allow the owner of 7915 Foster Street to subdivide the existing parcel into two lots.
<b>Background:</b>	<p>Mr. Gabriel Varga, the applicant and owner of 7915 Foster Street, is seeking approval to create a new two lot subdivision. The existing 15,104 sq. ft. lot is in the R2 Single Family Residential District. The applicant is proposing to create two new lots each with a lot width of 64 ft. and lot area of 7,552 sq. ft. Subdivisions of record created after August 4, 1959, in the R2 District, must have a minimum lot area of 5,900 sq. ft. (Section 12-4-2:D.1) and a minimum lot width of 50 ft. (Section 12-4-2:D.2). Both Lots 1 and 2 comply with minimum lot width and area requirements for new lots in the R2 District.</p> <p>The Plan Commission reviewed the application at their June 20, 2016, public hearing. During their discussion, the Commissioners noted this application is strictly for the approval of the subdivision only. Based on the application, supporting documents and testimony presented, the Plan Commission voted unanimously to recommend approval of this final plat of subdivision with conditions (5-0, Khan and Shimanski absent).</p>
<b>Programs, Departs or Groups Affected</b>	Community and Economic Department
<b>Fiscal Impact:</b>	N/A
<b>Source of Funds:</b>	N/A
<b>Workload Impact:</b>	The applicant is responsible for recording the final plat of subdivision with the Cook County Recorder of Deeds.
<b>Admin Recommend:</b>	Approval as presented
<b>Second Reading:</b>	August 8, 2016, required
<b>Special Consider or Requirements:</b>	None

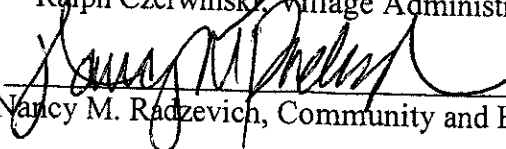
Submitted by:

  
Ralph Czerwinski, Village Administrator

Reviewed by

  
Teresa Hoffman Liston, Corporation Counsel

Prepared by:

  
Nancy M. Radzevich, Community and Economic Development Director

## **ORDINANCE 16-18**

### **APPROVING A FINAL PLAT FOR A MINOR SUBDIVISION LOCATED AT 7915 FOSTER AVENUE, MORTON GROVE, ILLINOIS 60053**

WHEREAS, the Village of Morton Grove, located in Cook County, Illinois, is a Home Rule unit of government and under the provisions of Article 7 of the 1970 Constitution of the State of Illinois, and as such 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, Mr. Gabriel Varga, 2453 Robincrest Lane, Glenview, Il 60025, has made a proper application to the Plan Commission in the Village of Morton Grove under Case No. PC 16-04 requesting approval of a final plat of subdivision for 7915 Foster Avenue ("the Subject Property") to subdivide the subject property into two lots, in accordance with the submitted final plat of subdivision, prepared by Morris Engineering, dated May 5, 2016, with a legal description of the two new lots, copies of which are attached hereto and made a part hereof and marked as "Exhibit A" and "Exhibit B", respectively; and

WHEREAS, the 15,104 sq. ft. subject property is 128 ft. wide and 118 ft. deep, and is currently improved with a single family residence; and

WHEREAS, the subject property is zoned in the R2 Single Family District pursuant to the provisions of the Village of Morton Grove Unified Development Code; and

WHEREAS, the proposed subdivision meets the definition of a minor subdivision defined in Section 12-17-1 of the Unified Development Code as such subdivision fronts on an existing street, does not involve any new street or road, and does not result in more than two (2) buildable lots, and as such, the applicant can proceed with an application for approval for a final plat of subdivision without the need for a preliminary plat of subdivision; and

WHEREAS, pursuant to the applicable provisions of the Municipal Code upon public notice duly published in the Pioneer Press, a newspaper of general circulation in the Village of Morton Grove which publication took place on June 2, 2016, and pursuant to the posting of a sign on the property on June 10, 2016, and written notification sent to property owners within 250 feet of the subject property on June 4, 2016, as required by ordinance, the Morton Grove Plan Commission held a public hearing relative to the above referenced case on June 20, 2016, 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, as result of said hearing, the Plan Commission made certain recommendations and conditions through a report dated June 22, 2016, a copy of which is attached hereto and made a part hereof and marked as Exhibit "C"; and

WHEREAS, within the R2 District, new subdivided lots created after August 4, 1959, are required to have a minimum lot area of 5,900 sq. ft. and a minimum lot width of 50 sq. ft.; and

WHEREAS, the identified Lot 1 and Lot 2 on the submitted final plat will comply with the lot area and width requirements for lots within the R2 Single Residential District per Section 12-4-2:D; and

WHEREAS, the Plan Commission considered all the evidence and testimony presented to it, discussed the merits of the application in light of applicable laws, including the subdivision criteria established in Section 12-16-4.D.3 of the Unified Development Code, and voted to recommend approval of the new two lot subdivision, with conditions; and

WHEREAS, pursuant to the provisions of the Village of Morton Grove Unified Development Code, the Corporate Authorities have considered the report of the Plan Commission and find the proposed final plat of subdivision in accordance with applicable ordinances of the Village of Morton Grove for a minor subdivision.

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

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

SECTION 2: The Corporate Authorities do hereby approve the application for PC 16-04, request for approval of final plat of subdivision, to create two new lots as follows:

1. Lot 1, legally described in Exhibit B, a 7,552 sq. ft. parcel with a lot width of 64 ft. and a lot depth of 118 sq. ft., whereby such a newly created lot meets the minimum lot width and area requirements currently in place in the Village of Morton Grove Unified Development Code; and
2. Lot 2, legally described in Exhibit B, a 7,552 sq. ft. parcel with a lot width of 64 ft. and a lot depth of 118 sq. ft., whereby such a newly created lot meets the minimum lot width and area requirements currently in place in the Village of Morton Grove Unified Development Code.

SECTION 3: The approval of the Final Plat of Subdivision shall be subject to the following condition:

1. The Final Recorded Plat of Subdivision shall be in accordance with the Foster Place Resubdivision, prepared by Morris Engineering, dated May 5, 2016.

SECTION 4: The applicant or his/her successors shall cause a certified copy of this ordinance to be filed with the Recorder of Deeds of Cook County at the applicant's expense.

SECTION 5: The applicant or his/her successors shall file the final plat of subdivision with the Recorder of Deeds of Cook County, Illinois, on or before October 9, 2016, in accordance with Section 12-8-3 of the Village Code, and shall file three (3) copies of the recorded plat with the Building Commissioner for the Village of Morton Grove within ninety (90) days of such recording.

SECTION 6: The applicant or his/her successors shall comply with all applicable provisions of Title 12, Chapter 8 regarding the content, submission, and recording of the final plat of subdivision.

SECTION 7: This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form according to law, and the applicant or his/her successors has recorded the Plat of Subdivision, in accordance with Section 12-8-3 of the Village Code, and recorded this Ordinance with the Recorder of Deeds of Cook County, Illinois, and has provided the evidence of such to the Village of Morton Grove.

PASSED this 8<sup>th</sup> day of August 2016.

Trustee Grear	_____
Trustee Minx	_____
Trustee Pietron	_____
Trustee Ramos	_____
Trustee Thill	_____
Trustee Witko	_____

APPROVED by me this 8<sup>th</sup> day of August 2016.

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Bill Grear, President Pro Tem  
Village of Morton Grove  
Cook County, Illinois

APPROVED and FILED in my office this  
8<sup>th</sup> day of August 2016.

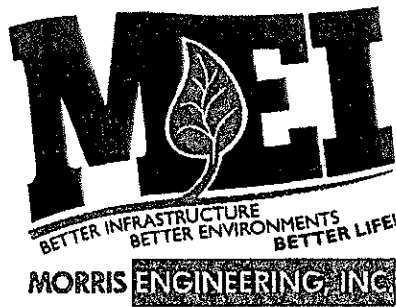
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Connie Travis, Village Clerk  
Village of Morton Grove  
Cook County, Illinois





## EXHIBIT "B"



June 27, 2016

Dominick Argumedo, AICP  
Zoning Administrator / Land Use Planner  
Village of Morton Grove  
6101 Capulina Avenue  
Morton Grove, Illinois 60053

**RE: 7915 Foster Street  
Morton Grove, Illinois  
Legal Descriptions  
MEI Project Number 16-04-2001**

Dear Mr. Argumedo,

As per your request, below please find the legal descriptions for Lots 1 & 2 that will be in effect upon recording of the Plat of Subdivision of the subject property.

### Lot 1

LOT 1 IN FOSTER PLACE RESUBDIVISION OF THE EAST 128.54 FEET OF THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES SOUTH OF THE NORTH 33 FEET AND NORTH OF THE SOUTH 7 ACRES OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER (EXCEPTING FROM SAID TRACT OF LAND THE SOUTH 51.67 FEET THEREOF), IN COOK COUNTY, ILLINOIS.

### Lot 2

LOT 2 IN FOSTER PLACE RESUBDIVISION OF THE EAST 128.54 FEET OF THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES SOUTH OF THE NORTH 33 FEET AND NORTH OF THE SOUTH 7 ACRES OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER (EXCEPTING FROM SAID TRACT OF LAND THE SOUTH 51.67 FEET THEREOF), IN COOK COUNTY, ILLINOIS.

Should you have any questions regarding the above information, please feel free to contact me directly at (708) 203-5322.

Sincerely,

*Thomas J. Cesal*  
Thomas J. Cesal, P.L.S.  
Professional Land Surveyor

## EXHIBIT "C"

Community & Economic Development Department



Incredibly Close ✧ Amazingly Open

**To: Village President and Board of Trustees**

**From: Ronald Farkas, Chairperson, Plan Commission**  
**Nancy Radzevich, AICP, Community and Economic Development Director**  
**Dominick A. Argumedo, AICP, Zoning Administrator/Land-Use Planner**

**Date: June 28, 2016**

**Re: Plan Commission Case PC16-04: Request for recommendation of approval for a Subdivision at 7915 Foster Avenue in accordance with Section 12-8 of the Unified Development Code (Ordinance 07-07).**

### **Commission Report**

#### **Public Notice**

The Village of Morton Grove provided Public Notice for the June 20, 2016 Plan Commission public hearing for PC 16-04 in accordance with the Unified Development Code. The Pioneer Press published the public notice on June 2, 2016, and the Village notified surrounding property owners via mail on June 4, 2016 and placed a public notice sign on the subject property on June 10, 2016.

#### **Overview of the Application**

The applicant, Mr. Gabriel Varga, proposes to subdivide an existing 15,104 sq. ft. parcel, which is 128 ft. wide and 118 ft. deep, into two new 7,552 sq. ft. lots, each with a width of 64 ft. The subject property is currently improved with a single family residence. The existing residence would be demolished in order to build two new single family residences on the newly created lots. The property is in the R2 Single Family Residence District.

The R2 zoning district regulations state that subdivisions of record after August 4, 1959 must have a minimum lot area of 5,900 sq. ft. (Section 12-4-2:D.1) and a minimum lot width of 50 ft. (Section 12-4-2:D.2). For this proposed subdivision, each of the proposed lots would comply with the minimum lot area and lot width requirements.

#### **June 20, 2016 Public Hearing**

Mr. Dominick Argumedo, Zoning Administrator/Land-Use Planner, introduced the case and summarized the Plan Commission staff report dated June 14, 2016, which was entered, in its entirety, into the public record. (Attachment 1)

James Kubik, an attorney and relative of Mr. Varga represented the applicant at the public hearing. Mr. Kubik explained that Mr. Varga intends to subdivide the existing lot to build a single family residence on each new subdivided lot. He believes that the new homes will add to the character and value of the existing neighborhood and reiterates that the proposed subdivision meets the standards for new lots in the R2 zoning district. Mr. Kubik added that the existing property at 7915 Foster Avenue is in disrepair and was acquired through an estate sale. Mr. Vargas is anxious to demolish the existing structure and begin to make improvements to the properties.

Commissioner Farkas inquired of staff if the subdivision is by-right. Nancy Radzevich, Community and Economic Development Director, answered that the while the subdivision meets the minimum lot area and lot width requirements and the Plan Commission is charged with reviewing the subdivision against the standards for Subdivisions, per the Unified Development Code.

Commissioner Farkas asked staff where Minor Subdivision is located in Chapter 8 of Title 12. Dominick Argumedo clarified that Minor Subdivision is defined in Chapter 17 "Definitions" of the Unified Development Code and then referenced in the Subdivision Regulations (Chapter 8).

Chairperson Farkas asked if there was anyone else present that wanted to be heard. There was no response. Chairperson Farkas then asked if there were any further comments from the Commission. Hearing none, Farkas asked for a motion to approve this case.

Commissioner Blonz moved to approve Case #PC16-04, a request to subdivide 7915 Foster Street into two new lots, each with 64 ft. of lot width and 118 ft. of lot depth, with the following conditions:

1. The Final Recorded Plat of Subdivision shall be in accordance with:
  - a. Foster Place Resubdivision, prepared by Morris Engineering, dated 5/5/16
2. The applicant shall not record the Final Plat of Subdivision in the Cook County recorder of deeds office until they have complied with all relevant requirements of Chapter 8 of the Unified Development Code and have provided the Village of evidence of such compliance.

Commissioner Gillespie seconded the motion.

The motion passed unanimously (5-0, Khan and Shimanski Absent)

### Plan Commission Review & Final Determination

Per the Unified Development Code Section 12-17-1: "...Any subdivision fronting on an existing street, not involving any new street or road, that cannot result in more than two (2) buildable lots...." is defined as a Minor Subdivision . A minor subdivision does not require submission or approval of a preliminary plat of survey, "...but shall still be reviewed before the Plan Commission with a subsequent recommendation forwarded to the Board of Trustees for final determination." (Section 12-8-1:C)

### Discussion

The proposed subdivision would meet the R2 minimum lot area and lot width requirements as follows:

<u>Dimensional Control</u>	<u>Required</u>	<u>Existing Measurement</u>	<u>Proposed Measurement</u>	<u>Comment</u>
Minimum Lot Width (In Feet), Subdivisions after August 4, 1959	50 ft. (Sec. 12-4-2:D.2.a)	128 ft.	64 ft. (west lot)	Compliant
			64 ft. (east lot)	Compliant
Minimum Lot Area (In Square Feet), Subdivisions after August 4, 1959	5,900 sq. ft. (Sec. 12-4-2:D.1.a)	15,104 sq. ft.	7,552 sq. ft.	Compliant

### Plan Commission Review Standards

To recommend a subdivision a proposal must meet the following standards per Section 12-16-4.D.3:

- a. *Orderly Development: The proposed subdivision will encourage orderly and harmonious development within the village.* The proposed minor subdivision would result in two compliant lots for single family residential development within the R2 Single Family zoning district. Although the properties immediately to the east and west and to the north are larger lots, comparable to the existing 7915 Foster property, the proposed subdivision is consistent with most of the other properties in this block – particularly the 7 lots further west along Foster and all of the properties to the south (fronting Wilson Terrace).
- b. *Coordination Of Streets: The streets within the proposed subdivision will coordinate with other existing and planned streets within the village.* The proposed minor subdivision would not result in any additional streets and would utilize Foster Street for ingress and egress access.
- c. *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.* The new residences developed on the two new lots will tie into the utilities within the public right of way and/or on site. The applicant and/or developer will be required to file complete architectural and engineering and utility plans, in accordance with the Village Codes, prior to the issuance of any building permits.
- d. *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.* The proposed minor subdivision would result in lots compliant with code requirements for subdivided lots within the R2 Single Family Residential District and will be of a consistent size to many of the existing lots within this block and neighborhood.

## Legislative Summary

### Ordinance 16-19

#### **AMENDING TITLE 10, CHAPTER 5 OF THE MUNICIPAL CODE ENTITLED "PROPERTY MAINTENANCE REGULATIONS" AND DELETING TITLE 10, CHAPTER 5, ARTICLE A ENTITLED "VACANT BUILDINGS"**

<b>Introduced:</b>	August 8, 2016
<b>Purpose:</b>	This ordinance will amend Title 10, Chapter 5 of the Village Code
<b>Background:</b>	<p>Village staff has conducted a review of Title 10, Chapter 5 which sets forth property maintenance regulations for all properties in the Village as well as requirements for the registration and maintenance of vacant properties. Based on this review, staff has recommended Chapter 5 be revised to:</p> <ul style="list-style-type: none"><li>A. Designate all persons or entities who have an ownership interest or a right to possess or control or manage a property as being responsible for its maintenance and repairs;</li><li>B. Update the definitions of vacant, dangerous and nuisance buildings, as well as the processes to determine and/or declare a building to be a vacant, dangerous and/or nuisance building;</li><li>C. Prohibit the issuance of Village transfer stamps and permits to any person who has unpaid property maintenance fines or obligations owed to the Village or violations or unsatisfactory conditions that have not been corrected;</li><li>D. Consolidates Chapter 5 and Chapter 5A to update the process for the registration, inspection and maintenance of vacant buildings; and</li><li>E. Establish an updated appeals process for orders and decisions made pursuant to this chapter.</li></ul> <p>This ordinance will amend the Village Code to incorporate these changes</p>
<b>Programs, Departments or Groups Affected</b>	Building and Inspectional Services, Administration, and Legal Departments
<b>Fiscal Impact:</b>	N/A
<b>Source of Funds:</b>	N/A
<b>Workload Impact:</b>	Staff in the various departments will oversee the administration of Title 10, Chapter 5 as part of their normal workload.
<b>Administrator Recommendation:</b>	Approval
<b>Second Reading:</b>	Required, Municipal Code Book Change
<b>Special Considerations or Requirements:</b>	None

Respectfully submitted:   
Ralph E. Ozerwinski, Village Administrator

Prepared by:   
Teresa Hoffman Liston, Corporation Counsel

Reviewed by:   
Nancy Radzevich, Comm and Econ Develop Director

## ORDINANCE 16-19

### AMENDING TITLE 10, CHAPTER 5 OF THE MUNICIPAL CODE ENTITLED "PROPERTY MAINTENANCE REGULATIONS" AND DELETING TITLE 10, CHAPTER 5, ARTICLE A ENTITLED "VACANT BUILDINGS"

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

WHEREAS, the Village has a policy of regularly reviewing and revising its Municipal Code, as necessary, to ensure the provisions of the Code remain compliant with contemporary statutes and relevant to the current operations and requirements within the Village; and

WHEREAS, Village staff conducted a review of Title 10, Chapter 5 and based on that review has recommended Chapter 5 be rewritten and Chapter 5 Article A be deleted; and

WHEREAS, the proposed revisions will:

- A. Designate all persons or entities who have an ownership interest or a right to possess or control or manage a property as being responsible for its maintenance and repairs;
- B. Update the definitions of vacant, dangerous and nuisance buildings, as well as the processes to determine and/or declare a building to be a vacant, dangerous and/or nuisance building;
- C. Prohibit the issuance of Village transfer stamps and permits to any person who has unpaid property maintenance fines or obligations owed to the Village or violations or unsatisfactory conditions that have not been corrected;
- D. Update the process for the registration, inspection, and maintenance of vacant buildings; and
- E. Establish an updated appeals process for orders and decisions made pursuant to this chapter.

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

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

SECTION 2: Title 10, Chapter 5, entitled Property Maintenance Regulations is hereby amended to read as follows:

**CHAPTER 5**  
**PROPERTY MAINTENANCE REGULATIONS**

**SECTION:**

- 10-5-1: Adoption of Code
- 10-5-2: Administration and Enforcement
- 10-5-3: Unfit for Human Occupancy
- 10-5-4: Dangerous and Nuisance Buildings
- 10-5-5: Vacant Building Registration, Inspection and Maintenance Standards
- 10-5-6: General Requirements

10-5-1: **ADOPTION OF CODE:**

- A. Property Maintenance Code Adopted: There is hereby adopted by the Village of Morton Grove the International Property Maintenance Code, 2003 Edition, as published by the International Code Council as the Property Maintenance Code of the Village of Morton Grove for the control of buildings and structures as herein provided, and each and all of the regulations, provisions, conditions, penalties and terms of the aforesaid document are hereby incorporated by reference and made a part of this Code and shall be applicable and controlling within the limits of Morton Grove. If any provision of the International Property Maintenance Code, 2003 Edition, is in conflict with any provision of any code, ordinance, rule, or regulation of the Village, the code, ordinance, rule, or regulation shall prevail and the conflicting provision of the International Property Maintenance Code, 2003 Edition, shall have no force or effect. (Ord. 07-09, 3-26-2007)
- B. Rules and Regulations: The Code Official is authorized to adopt such written rules and regulations as may be necessary for the proper interpretation and enforcement of this chapter. Such rules and regulations shall not conflict with or waive any provisions of this chapter or any other ordinance of the Village. Such rules and regulations shall be submitted to the President and Board of Trustees for approval and no such rule or regulation shall be effective without such approval. Such rules and regulations, upon approval of the President and Board of Trustees, shall be kept on file with the Code Official for public examination. Such rules and regulations shall have the force and effect of this chapter and shall continue in effect until revoked by the Code Official with the approval of the President and Board of Trustees. For purposes of this chapter, the Code Official is the Village Administrator or his designee.
- C. Amendments: The Property Maintenance Code adopted above is hereby amended or modified as hereinafter set forth:
  - 1. Section 111 - "Manner of Appeal", delete the entire section.
  - 2. Section 302.4 Weeds. All premises and exterior property shall be maintained free from weeds or plant growth in accordance with Municipal Code Sections 8-3-1 through 8-3-5.
  - 3. As required by Section 304.4, insect screens shall be installed each year during the period from May 1 through September 30.



4. As required by Section 602.3, every owner and operator of any building who rents, leases, or lets one or more dwelling unit, rooming unit, dormitory, or guest room on terms, either expressed or implied, to furnish heat to the occupants thereof shall supply heat each year during the period from October 1 through March 31.
5. As required by Section 602.4, indoor occupiable work spaces shall be supplied with heat each year during the period from October 1 through March 31.  
(Ord. 07-09, 3-26-2007)

10-5-2: **ADMINISTRATION AND ENFORCEMENT:**

- A. Responsible Persons: For purposes of this chapter "owner" means any person, agent, operator, firm, trust, or corporation having a legal or equitable or beneficial interest in the property; or recorded in the official records of the state, county, or village as holding title to the property; or otherwise having control or possession of the property, including guardian of the estate of any such person, and the executor or administrator of the estate of such person, bankruptcy trustees, the authorized representative of all lienholders, or property manager.
- B. Inspections, Right of Entry:
  1. Inspections Authorized: The Code Official may make regular inspections to determine the condition of the buildings, dwellings, dwelling units, rooming units and premises located within the Village for the purpose of safeguarding the health and safety of all occupants and of the general public. The Code Official may make such inspections whenever such an inspection is deemed necessary; provided, however, that such inspections must be made at reasonable times and upon reasonable notice to, and with the consent of, the owner or operator and the occupant, except when an existing emergency requires immediate action.
  2. The owner or operator or occupant shall cooperate with all reasonable requests from the Code Official, all orders of court, subpoenas and other legal process to permit and facilitate any entry, examination, or survey in connection with the inspections authorized by this section.
  3. Inspection Upon Warrant: Whenever the Code Official or his delegate, after presentation of proper credentials and request for entry to inspect is refused access to any building, dwelling, dwelling unit or rooming unit, the Code Official is authorized to petition the Village's local Adjudication Hearing Officer or any judge for the issuance of a search warrant authorizing the inspection of such building, dwelling, dwelling unit, or rooming unit for the purpose of making such inspections as shall be necessary for the enforcement of the provisions of this chapter.
  4. Owner's Right of Entry: Every occupant of a building, dwelling, dwelling unit, or rooming unit shall give the owner thereof, or his agent or employee access to any part of such building, dwelling, dwelling unit or rooming unit or its premises, for the purpose of making such repairs or alterations as are necessary to effect compliance with the provisions of this chapter or with any lawful rule or regulation adopted or any lawful order issued pursuant to the provisions of this chapter. Entry pursuant to this subsection

shall be made only at reasonable times and after reasonable notice to the occupant unless an existing emergency requires immediate action.

C. Fines and Penalties:

1. Any person found to have violated any provision of this article shall be subject to a fine as determined in Title 1, Chapter 4 of this code, in addition to any other legal or equitable remedies available to the Village.
2. A separate and distinct offense shall be committed each day on which such person or persons shall violate the provisions of this chapter.
3. The Village may enforce this chapter through its Local Administrative Adjudication system or through the court system.
4. Whenever any person fails, refuses or neglects to obey an order, correct a violation, or pay any fine or costs issued pursuant to this chapter or in any other manner does not comply with the duties imposed upon him by this chapter, Corporation Counsel is authorized to institute any and all such legal action as may be required to effect compliance.
5. Other Remedies. The imposition of any penalty pursuant to this chapter shall not preclude the Village from instituting an appropriate action or proceeding in a court of proper jurisdiction to prevent an unlawful repair or maintenance, to restrain, correct, or abate a nuisance or violation; to prevent the occupancy of a building, dwelling, or dwelling unit; to require compliance with the provisions of this chapter or other applicable laws, ordinances, rules or regulations or the orders and determinations of the Code Official. Nothing herein contained shall prohibit the Village from condemning as provided for in this code or by state statute or taking other immediate action upon a determination the building is a public nuisance or poses an imminent danger to the occupants of the building, or the public health, safety and welfare.
6. Costs to Be Recovered. The costs of any repair, reoccurring maintenance, or demolition undertaken pursuant to this chapter by the Village, shall be recoverable from the owner of the premises and shall be a lien upon such premises, as provided by 65 Illinois Compiled Statutes 5/11-31-1 and 5/11-31.
7. Issuance of Transfer Stamps and Permits. The Village shall not issue transfer stamps, building permits or other Village licenses or permits for any owner or with respect to any property in which any person has unpaid fines or obligations owed to the Village or violations or unsatisfactory conditions that have not been corrected.

D. Appeals:

1. Scope of Appeal: Any person aggrieved by a decision of the Code Official, made pursuant to the authority conferred by this chapter, which: designates any building, dwelling, dwelling unit, or rooming unit unfit for human occupancy or dangerous and/or a public nuisance, designates a building as a vacant building, orders the vacation, repair or demolition of any building, dwelling, dwelling unit, or rooming unit, or refuses to authorize the resumption of human occupancy in any building, dwelling, dwelling unit or

rooming unit subject to the provisions of this chapter may appeal such decision to the Zoning Board of Appeals. Such appeal shall be filed in writing with the Village Administrator within thirty-five (35) days of the date of the receipt of notice of the decision being appealed, and shall set forth specific facts in support thereof, and shall include all evidence the party relies upon to support the appeal. Appeals not commenced within such time shall be deemed waived.

2. Stay Pending Appeal: An appeal shall stay all proceedings in furtherance of the decision appealed from and all duties imposed thereby, unless the Code Official certifies to the Zoning Board of Appeals, after the notice of appeal has been filed with the Village Administrator, that by reason of facts stated in the certificate a stay would, in his opinion, cause immediate hazards to human life, health or safety, in which case the proceedings shall not be stayed otherwise than by a restraining order, which may be granted by Zoning Board of Appeals. Any stay in effect pursuant to this subsection shall continue until a decision on the appeal is rendered by the Zoning Board of Appeals.
3. Action on Appeal: The Zoning Board of Appeals shall select a reasonable time and place for a public hearing on the appeal, shall give due notice thereof to the parties having a known interest therein. The Zoning Board of Appeals shall decide the appeal on the basis of facts presented by the appellant in his or her written appeal and any other credible information or evidence submitted to the Zoning Board of Appeals by the Village. The Zoning Board of Appeals may, but is not required to, seek additional information from the appellant. The Zoning Board of Appeals shall render a written decision without 30 days after the close of the hearing. Upon the concurring vote of a majority of its members then holding office, the Zoning Board of Appeals may reverse or affirm, in whole or in part, or may modify, the decision from which the appeal was taken, and to that end the Zoning Board of Appeals shall have all the powers of the Code Official with respect to such decision. A copy of the decision shall be provided to the appellant. The decision of the Zoning Board of Appeals shall be final.

10-5-3: **UNFIT FOR HUMAN OCCUPANCY:**

- A. Designated: Whenever any building, dwelling, dwelling unit, or rooming unit is determined to be unfit for human occupancy, the Code Official shall carry out such designation in compliance with the following procedures of this section.
- B. Notice of Placarding:
  1. The Code Official shall serve notice of the designation of the building, dwelling, dwelling unit, or rooming unit as unfit for human occupancy upon the owner of record of the property and all known operators and occupants thereof to last address of such person(s) known to the Village. Service shall be by certified mail, return receipt requested, and by posting of a placard at each entrance of the affected building, dwelling, dwelling unit, or rooming unit.
  2. The notices and placards shall order the affected building, dwelling, dwelling unit or rooming unit to be vacated within a specific reasonable period of time as determined by the Code Official, which may be immediately where conditions exist presenting immediate hazards to human life, health or safety. Such notices and placards shall further

state the right of any aggrieved person to file any appeal pursuant to Section 10-5-2 of this chapter.

3. No person shall deface or remove the placard required by this section from any building, dwelling, dwelling unit, or rooming unit, except as authorized by this chapter.
- C. Vacation of Building: Any building, dwelling, dwelling unit, or rooming unit designated as unfit for human occupancy shall be vacated within the time specified by the Code Official on the notice and placard. Further entry to the building for any purpose shall be subject to times, terms and conditions set forth in writing by the Code Official.
- D. Resume Use: No building, dwelling, dwelling unit, or rooming unit which has been designated as unfit for human occupancy shall again be used for human occupancy until the defects upon which the designation was based have been eliminated or until the building, dwelling, dwelling unit or rooming unit has been inspected and found to comply in all respects with the requirements of this chapter, a certificate of occupancy has been reissued, and the placard designating the building as unfit for human occupancy has been removed by the Code Official. (Ord. 99-42, 9-13-1999)

10-5-4: **DANGEROUS AND NUISANCE BUILDINGS:**

- A. Designation as Dangerous and/or Public Nuisance: Where the alleged violations and conditions on a property or at or within a building are of such a nature or extent that, in the opinion of the Code Official, they render the building, dwelling, dwelling unit, rooming unit, or any part thereof, unsafe, injurious or dangerous to the life, safety, morals, or the general health and welfare of the occupants or the residents of the Village; the Code Official shall declare and designate the building, dwelling, dwelling unit, rooming unit, or part thereof as dangerous and/or a public nuisance. A building may be declared as dangerous or a public nuisance if one or more of the following conditions exist:
  1. The physical condition, or uses of any premises is regarded as a public nuisance at common law, under the Illinois Compiled Statutes, or under this Code; or
  2. Any physical condition, use, or occupancy of any premises or its appurtenances considered an attractive nuisance to children, including, but not limited to, abandoned wells, shafts, basements, excavations, and unsafe fences, or structures; or
  3. The building has inoperable or unsanitary sewerage or plumbing facilities; or
  4. The building has been designated by the Code Official as unsafe for human occupancy or use; or
  5. The building is or is manifestly capable of being a fire hazard, unsafe or insecure as to endanger life, limb, or property; or
  6. The building or the property which it is located is unsanitary, is exhibiting rodent harborage or infestation, or is littered with rubbish or garbage, or has an uncontrolled growth of weeds; or

7. The building is in a state of dilapidation, deterioration or decay; improperly constructed; unsecured; vacant with the doors, windows, or other openings boarded up or secured by any means other than conventional methods used in the design of the building or permitted for new construction of similar type; damaged by fire to the extent that it no longer provides shelter; in danger of collapse or structural failure; and dangerous to anyone on or near the premises.

- B. Notice and Placarding: The Code Official shall serve notice of the designation of the building, dwelling, dwelling unit, rooming unit, or part thereof, as dangerous and/or a public nuisance, upon the owner of record of the property and all known operators and occupants thereof to last address of such person(s) known to the Village. Service shall be by certified mail, return receipt requested, and by posting of a placard at each entrance of the affected building, dwelling, dwelling unit, or rooming unit.
- C. Action Required: The notices and placards required by this subsection shall state the affected building, dwelling, dwelling unit, or rooming unit, or part thereof, declared to be dangerous and/or a public nuisance, shall state the specific alleged uncorrected violations of this chapter deemed sufficient to justify such designation; order the owner, operator and/or occupant to vacate, repair, or demolish the building, dwelling, dwelling unit, rooming unit or part thereof and shall further state unless said violations are corrected, the Village will take all lawful action to abate the nuisance and or dangerous conditions up to and including the demolition of the property. Failure to comply with such order shall be a violation of this chapter. The owner shall be responsible for all costs incurred by the Village should it be required to take any action to abate the nuisance or dangerous conditions.
- D. Defacing or Removing Placard: No person shall deface or remove the placard required by this subsection from any building, dwelling, dwelling unit, rooming unit, or part thereof which has been designated as dangerous and a public nuisance, except as provided in this chapter.

10-5-5: **VACANT BUILDING REGISTRATION, INSPECTION AND MAINTENANCE STANDARDS:**

- A. Purpose and Scope: Registering of residential buildings or any other building, including, but not limited to, buildings designed for manufacturing, industrial, storage, or commercial uses is essential for the proper enforcement of the Village's building, zoning and life safety codes and to safeguard persons, properties, and the general welfare of the Village. This section shall not be construed to prevent the enforcement of other applicable ordinances, codes, legislation, and regulations which prescribe standards other than are provided herein, and in the event of conflict, the most restrictive shall apply.
- B. Definitions: In this section:
  1. "Secured" means a building has a permanent door or window in each appropriate building opening that is secured to prevent unauthorized entry and has all its door and window components, including frames, jambs, rails, stiles, muntins, mullions, panels, sashes, lights and panes intact and unbroken.
  2. "Vacant Building" means: a residential building which lacks habitual presence of human beings who have a legal right to be on the premises, or a non-residential building where

all apparent lawful business or construction operations have ceased. The following buildings are not deemed vacant for purposes of this chapter:

- a. An owner-occupied single family residential building used as a residence by the owner for a period of at least 2 months within the previous 9 months so long as the owner intends to resume residing at the property;
- b. An unoccupied unit in a multi-family building (condominium, townhome and/or apartment building) unless the Code Official determines that the building or part thereof is not being properly maintained and notifies the owner of the building or the person or entity responsible for maintaining the building;
- c. Property owned by governmental agencies;
- d. Property undergoing an active permitted renovation or rehabilitation; or
- e. Residential buildings unoccupied for less than 12 months and are part of an estate in probate or similar decedent's estate proceeding and are not subject to bankruptcy or foreclosure.

C. Registration Required:

1. The owner of any building that has become vacant shall within 30 days after the building becomes vacant or within 30 days after assuming ownership, whichever is later, file a registration statement on forms provided by the Village and pay an initial registration fee of \$500. Said initial registration fee includes the cost of the initial inspection. In addition to other information, the registration statement shall include the name, street address, email address, and telephone number of a person 21 years of age or older, designated by the owner or owners as the authorized agent for receiving notices of code violations and for receiving process in any court proceeding or administrative enforcement proceeding on behalf of the owner or owners in connection with the enforcement of this section. This person shall reside within the state of Illinois.
2. The owner shall be required to renew the registration and pay a \$100 renewal fee anytime the ownership of the property is transferred and annually on the anniversary the property first became vacant for as long as the building remains vacant.

D. Owner's Immediate Responsibilities: The owner of any building that has become vacant shall immediately:

1. Enclose and secure the building.
2. Maintain the building in a secure and closed condition until the building is again occupied or demolished;
3. Acquire, maintain, and provide evidence of liability insurance in the following amounts or such other amounts approved by the Village Administrator:
  - a. Five hundred thousand dollars (\$500,000.00) for a vacant residential building of one to three (3) units;

- b. Seven hundred fifty thousand dollars (\$750,000.00) for a vacant residential building of four (4) to eleven (11) units;
- c. One million dollars (\$1,000,000.00) for a vacant residential building of twelve (12) to forty eight (48) units;
- d. Two million dollars (\$2,000,000.00) for a vacant residential building of more than forty eight (48) units; and
- e. Two million dollars (\$2,000,000.00) for a vacant manufacturing, industrial, storage, or nonresidential commercial building.

4. Maintain the entirety of the building and associated property so as not to be a public nuisance.

E. Inspection: The owner shall provide access to the Village to conduct an exterior and interior inspection of the building to determine compliance with this section. Subsequent to said inspection, the Village shall provide an inspection report detailing all substandard and unsatisfactory conditions, and a time period when such conditions must be corrected. Failure to timely correct all noted substandard and unsatisfactory conditions is a violation of this chapter. The owner shall pay the costs of all inspections and re-inspections.

F. Standards and Requirements: In addition to any other applicable requirements, vacant buildings shall comply with the following requirements:

- 1. Lot Maintenance Standards. The lot where the building is situated and the surrounding public way and shall meet the following:
  - a. All grass and weeds on the premises including abutting sidewalks, gutters and alleys shall be kept below 6 inches in height and all dead or broken trees, tree limbs, or shrubbery shall be cut and removed from the premises;
  - b. Any public sidewalk adjoining the lot shall be shoveled clear of snow;
  - c. Junk, rubbish, waste and any material that creates a health, safety, or fire hazard, including but not limited to any mail or flyers that have been delivered to the building, shall not be permitted to accumulate on any portion of the exterior lot of the building;
  - d. No portion of the lot nor any structure, vehicle, receptacle or object on the premises shall be maintained or operated in any manner that causes or produces any health or safety hazard or permits the premises to become a rodent harborage or is conducive to rodent harborage;
  - e. The lot shall be maintained so that water does not accumulate or stand on the ground or any other object or receptacle;
  - f. All fences and gates shall be maintained in sound condition and in good repair.

2. Exterior Maintenance Standards. The exterior of the building shall be enclosed, secured, and maintained to meet the following:
  - a. Foundations, basements, cellars, and crawlspaces shall be maintained in sound and watertight condition adequate to support the building and protected against the entry of rodents or other animals;
  - b. Exterior walls shall be free of holes, breaks, loose or rotting boards or timbers, and any other conditions which might admit water to the interior portions of the walls or the interior spaces and shall be protected against the entry of rodents or other animals;
  - c. If it is necessary to board up windows or doors, boards shall be cut to fit door and window openings, and a square head or star drive screws at least 2 ¼ inches in length with washers shall be used to fasten boards to a structure. Boards shall be a minimum of 5/8" thick and be painted to match the trim or siding color of the structure. All boarded windows and doors shall be replaced with a proper window or door within 30 days.
  - d. Exterior windows and doors shall be secured and maintained in sound condition and good repair and prevent rain from entering the building. The windows and doors shall be equipped with hardware for locking and the locking mechanism shall be maintained in a properly functioning condition. All points of possible ingress and egress shall be secured to prevent unauthorized entry;
  - e. The roof shall be adequately supported and maintained in weather tight condition; the gutters, downspouts, scuppers, and appropriate flashing shall be in good repair and adequate to remove the water from the building;
  - f. Chimneys and flues shall be kept in sound, functional, weather tight condition and in good repair;
  - g. Outside stairs, steps porches, stoops, decks, veranda, balconies, and walks shall be maintained in sound condition for its purpose, and in good repair;
3. Interior Maintenance Standards. The interior of any building shall be maintained in accordance with the following:
  - a. Junk, trash, debris, boxes, lumber, scrap metal, or any other materials that may produce any health, fire, or safety hazard, or provide harborage for rodents or other animals shall not be allowed to accumulate;
  - b. Every foundation, roof, floor, wall, stair, ceiling or other structural support shall be safe and capable of supporting the loads associated with normal usage and shall be kept in sound condition; and repair;
  - c. Any plumbing fixtures shall be maintained with no leaking pipes, and all pipes for water shall either be completely drained or heated to resist being frozen;



- d. Every exit door shall be secured with an internal deadbolt lock, or with a locking mechanism deemed equivalent or better by the Code Official , and every exit door shall be capable of being opened from the inside easily and without the use of a key or special knowledge;
- e. Interior stairs shall have treads and risers that have uniform dimensions, are sound, securely fastened, and have no rotting, loose or deteriorating supports;
- f. Every owner shall be responsible for the extermination of insects, rodents, and other vermin in or about the property.

4. **Window Covering.** All ground floor windows facing street frontage, including, but not limited to, all display windows in unoccupied or vacant commercial buildings shall be kept in a well maintained and clean condition. Commercial buildings shall be covered on the interior side in a neat and finished manner with an opaque window covering approved by the Code Official. At a minimum a one foot by one foot (1' x 1') clear glass opening through which the interior space is clearly visible shall be maintained at standing eye level along one edge of one such window and no more than 5% of such window.

5. **Sprinkler and Alarm Standards.** All existing required automatic fire sprinkler systems, alternative automatic fire extinguishing systems, standpipe systems, and fire alarm and detection systems, including monitoring by RED Center or a central station approved by the Fire Chief shall be maintained and remain in service.

6. **Issuance of Modifications.** Upon written application by an owner the Code Official may approve a modification of any provision of this section, including the requirement for inspections and fees, provided the spirit and functional intent of the section will be observed and the public health, welfare, and safety will be assured. The decision of the Code Official concerning a modification shall be made in writing and the application for a modification and the decision of the Code Official concerning such modification shall be retained in the permanent records of the Village.

G. **Rules and Regulations:** The Village Administrator may issue additional rules and regulations for the administration and enforcement of this section.

H. **Re-inspections:** The owner shall be required, and upon 3 days notice permit and facilitate entry to the building and property for inspections and inspections, by authorized Village representatives at least once every 6 months, or at any time when a previous inspection was not satisfactory, the building and/or property appears not to be in compliance with this chapter, or has been unlawfully entered.

## 10-5-6: **GENERAL REQUIREMENTS:**

A. **Vegetation:**

- 1. No premises shall contain uncontrolled growths of vegetation in violation of this code, and all trees, hedges, and other plantings shall be kept trimmed so as to avoid interference with persons or vehicles passing on public ways, easements or adjoining private property. (Ord. 80-5, 3-24-1980; amd. Ord. 99-42, 9-13-1999)

2. No trees, hedges, or plantings shall be planted, maintained, or allowed where such trees, hedges, or plantings impede or obstruct the view of vehicles, passing on the public way, or other vehicular traffic; and the owner of the property upon which such vegetation is grown shall trim or remove such vegetation so such obstruction to such view is removed. (Ord. 83-15, 9-12-1983; amd. Ord. 99-42, 9-13-1999)
- B. Exterior Repairs and Maintenance to Harmonize with Existing Exterior: Whenever repair, replacement, or maintenance of exterior walls or roofs is required to comply with this subsection, such repair, replacement, or maintenance shall be undertaken so as to match, conform, and be consistent with the existing exterior, and shall comply with all applicable provisions of this code.
- C. Utility Disconnects: No owner, operator, or occupant shall cause any service facilities, equipment, or utility which is required under this section to be removed from or shut off from or discontinued from any occupied dwelling or dwelling unit let or occupied by him, except such temporary interruption as may be necessary while actual repairs or alterations are in process, or during temporary emergencies when discontinuance of service is approved by the Code Official.
- D. Occupancy of Dwelling Units Below Grade: A dwelling unit partially below grade shall not be used for living purposes unless:
1. Floors and walls are watertight;
  2. Habitable rooms below grade are arranged in accordance with this code and codes adopted by subsection 10-1-1A of this title with regard to minimum area, ceiling height, light, ventilation, and emergency escape and rescue openings.
- E. Responsibilities of Owners and Operators of Hotels and Motels: In addition to responsibilities imposed by the property maintenance code adopted in section 10-5-1 of this chapter, the owner and/or operator of every hotel or motel shall be responsible for the sanitary maintenance of all walls, floors, and ceilings, and for the maintenance of a sanitary condition in every part of the hotel or motel. He shall further be responsible for the extermination of any insects, rodents or other pests wherever found in the hotel or motel. He shall further be responsible for the sanitary maintenance and extermination of the entire premises where the entire structure or building is leased or occupied by him. He shall further be responsible for the disposal of all garbage and rubbish by supplying each room unit with facilities for storage and disposal of garbage and rubbish and by providing for the general garbage and rubbish storage, disposal, and collection needs of the hotel or motel in accordance with the requirements of this code. (Ord. 80-5, 3-24-1980; amd. Ord. 99-42, 9-13-1999; Ord. 07-09, 3-26-2007)

SECTION 3: Title 10, Chapter 5, Article A entitled Vacant Buildings is hereby deleted in its entirety.

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

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

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

PASSED this 8<sup>th</sup> day of August 2016.

Trustee Grear	_____
Trustee Minx	_____
Trustee Pietron	_____
Trustee Ramos	_____
Trustee Thill	_____
Trustee Witko	_____

APPROVED by me this 8<sup>th</sup> day of August 2016.

\_\_\_\_\_  
Bill Grear, Village President Pro Tem  
Village of Morton Grove  
Cook County, Illinois

ATTESTED and FILED in my office  
this 8<sup>th</sup> day of August 2016.

\_\_\_\_\_  
Connie Travis, Village Clerk  
Village of Morton Grove  
Cook County, Illinois

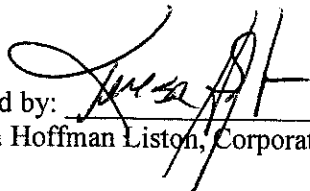
## Legislative Summary

### Resolution 16-53

#### **AUTHORIZING A RENEWAL AGREEMENT BETWEEN THE VILLAGE OF MORTON GROVE AND ILLINOIS CONVENIENCE AND SAFETY CORPORATION TO INSTALL AND MAINTAIN TRANSIT ADVERTISING SHELTERS WITHIN THE VILLAGE**

<b>Introduced:</b>	August 8, 2016
<b>Purpose:</b>	To authorize a ten year renewal agreement with the Illinois Convenience and Safety Corporation (IC&SC) to install and maintain transit advertising shelters at no expense to taxpayers within the Village and provide the Village with a 20% share of the net advertising revenue received by IC&SC which is an increase of 10% over the prior contact share of 10%.
<b>Background:</b>	The IC&SC is a Chicago based private organization which installs and maintains 375 bus shelters throughout the area (12 within the Corporate Limits of the Village) at no expense to taxpayers for more than twenty years.
<b>Programs, Departments or Groups Affected</b>	Public Works and Finance Departments
<b>Fiscal Impact:</b>	Revenues vary, however since 2012 revenue has averaged \$3,336 per year.
<b>Source of Funds:</b>	N/A
<b>Workload Impact:</b>	Minimal supervision and management is performed by the Public Works and Finance Departments.
<b>Administrator Recommendation:</b>	Approval as presented.
<b>Second Reading</b>	N/A
<b>Special Considerations or Requirements:</b>	None

Respectfully submitted:   
Ralph Czerwinski, Village Administrator

Reviewed by:   
Teresa Hoffman Liston, Corporation Counsel

Prepared by:   
Andy DeMonte, Director of Public Works

## **RESOLUTION 16-53**

### **AUTHORIZING A RENEWAL AGREEMENT BETWEEN THE VILLAGE OF MORTON GROVE AND ILLINIOS CONVENIENCE AND SAFETY CORPORATION TO INSTALL AND MAINTAIN TRANSIT ADVERTISING SHELTERS WITHIN 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, Illinois Convenience and Safety Corporation (IC&SC) is a Chicago based private organization that installs and maintains 375 bus shelters throughout the area at no expense to the taxpayer; and

WHEREAS, for the past 20 years, IC&SC has installed and maintained 13 bus shelters within the Village of Morton Grove at no expense to the Village; and

WHEREAS, these shelters have been installed and maintained in a safe and satisfactory manner; and

WHEREAS, the Village has received an average of \$3,336 per year from IC&SC as a percentage of the advertisement revenue generated by the shelters; and

WHEREAS, IC&SC has offered to renew their installment and maintenance agreement with the Village increasing the revenue share to 20% from 10%; and

WHEREAS, it is in the best interest of the Village of Morton Grove and the shelter users to continue this service and as such, staff recommends the Village renew the contract with IC&SC.

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

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

SECTION 2: The Village President and Village Clerk of the Village of Morton Grove are hereby authorized to execute an agreement with the Illinois Convenience and Safety Corporation to install and maintain transit advertising shelters within the Village for a ten year period beginning with the effective date of this agreement pursuant to the terms and conditions set forth in the agreement

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

PASSED this 8<sup>th</sup> day of August 2016.

Trustee Gear \_\_\_\_\_

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

Trustee Pietron \_\_\_\_\_

Trustee Ramos \_\_\_\_\_

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

Trustee Witko \_\_\_\_\_

APPROVED by me this 8<sup>th</sup> day of August 2016.

\_\_\_\_\_  
Bill Gear, President Pro Tem  
Village of Morton Grove  
Cook County, Illinois

APPROVED and FILED in my office  
this 9<sup>th</sup> day of August 2016.

\_\_\_\_\_  
Connie Travis, Village Clerk  
Village of Morton Grove  
Cook County, Illinois

## **RENEWAL AGREEMENT**

This agreement is made the 8<sup>th</sup> day of August, 2016, by and between Illinois Convenience & Safety Corporation (hereinafter referred to as IC&SC) and the VILLAGE OF MORTON GROVE (hereinafter referred to as VILLAGE).

It is MUTUALLY AGREED that the VILLAGE permits IC&SC to install and maintain transit advertising shelters within the VILLAGE and upon the VILLAGE right-of-way, upon the terms and conditions as follows:

1. **DURATION:** This agreement shall remain in force for a term of ten (10) years from the     day of                     , 2016, unless previously determined as hereinafter provided.
2. **TYPE OF SHELTER:** Any shelters to be constructed will be of a type approved by the VILLAGE.
3. **IC&SC OBLIGATIONS:** All right-of-way improvement shall be constructed and maintained pursuant to all applicable Building Codes and the VILLAGE Ordinances which regulate the construction and maintenance of the facilities on public rights-of-way.
4. **INDEMNIFICATION AND INSURANCE:**
  - A. IC&SC shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from the construction, maintenance or use of the shelters. The minimum coverage shall be at least as broad as:
    1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project-contract specific aggregate of \$1,000,000 with the VILLAGE named as additional insured; and
    2. Owners and Contractors Protective Liability (OCP) policy \$1,000,000 combined single limit with the VILLAGE named as additional insured; and

3. Workers' Compensation as required by the Workers' Compensation Act of the State of Illinois and Employers' Liability insurance and Employers' Liability limits of \$500,000 per accident.

B. Each policy shall contain, or be endorsed to contain, the following provisions:

1. The VILLAGE, its officials, agents, employees and volunteers are to be covered as additional insured as respects: liability arising out of IS&SC's work, including activities performed by or on behalf of IC&SC; products and completed operations of IC&SC; premises owned, leased, or used by IC&SC; or automobiles owned, leased, hired or borrowed by IC&SC. The coverage shall contain no special limitations on the scope of protection afforded to the VILLAGE, its officials, agents, employees and volunteers.
2. IC&SC's insurance coverage shall be primary as respects the VILLAGE, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the VILLAGE, its officials, agents, employees and volunteers shall be excess of IC&SC's insurance and shall not contribute with it.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the VILLAGE, its officials, agents, employees and volunteers.
4. IC&SC's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that IS&SC's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's ability.
5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then IC&SC shall be required to name the VILLAGE, its officials, agents, employees and volunteers as additional insureds.
6. All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
7. The insurer shall agree to waive all rights of subrogation against the VILLAGE, its officials, agents, employees and volunteers for losses arising from work performed by IC&SC for the VILLAGE.



8. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the VILLAGE.

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

10. IC&SC shall furnish the VILLAGE with certificates of insurance naming the VILLAGE, its officials, agents, employees and volunteers as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the VILLAGE and are to be received and approved by the VILLAGE before any work commences. Other additional insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated on the ISO Additional Insured Endorsements CG 2010 (Exhibit A) or CG 2026 (Exhibit B). The VILLAGE reserves the right to request full certified copies of the insurance policies and endorsements.

C. IC&SC assumes liability for all injury to or death of any person or persons including employees of the contractor, any sub-contractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this agreement.

D. To the fullest extent permitted by law, IC&SC hereby agrees to defend, indemnify and hold harmless the VILLAGE, its officials, agents and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anywise accrue against the VILLAGE, its officials, agents and employees, arising in whole or in part or in consequence of the performance of this work by IC&SC, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of the VILLAGE, its agents or employees, IC&SC shall, at its own expense, appear, defend, and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the VILLAGE, its officials, agents and employees, in any such action, IC&SC shall, at its own expense, satisfy and discharge the same.

5. **MAINTENANCE:** IC&SC shall be permitted to enter upon, and into the shelters, at any reasonable time with workmen and all necessary equipment to repair the shelters and install all necessary electrical wires, meters, clock-work machinery, and other hardware reasonably necessary for making the said shelter effective, all of which work shall be done at the sole expense of IC&SC.
6. **PAYMENT FOR ELECTRICAL:** IC&SC shall pay all sums that may become due for electrical energy supplied to the shelters and shall keep the VILLAGE indemnified against being called on to pay these sums.
7. **NON-OBSTRUCTION:** Except as required by law or necessary for public safety, the municipality shall not obstruct any shelter advertising panels, agrees to prohibit any obstructions of the same, and shall cooperate with IC&SC to cause any such obstructions to be removed.
8. **TYPE OF ADVERTISING:** IC&SC agrees that it will utilize the shelters only for advertising material that is truthful in every respect and in accordance with high moral standards. To the extent allowed by the law, the VILLAGE reserves the right to reject any advertisement which it finds offensive.
9. **RIGHT TO ERECT SHELTERS:** The VILLAGE agrees that it gives to IC&SC the right to erect shelters in the VILLAGE and the first option to fulfill any additional advertising shelter requests that may arise within the duration of this agreement.
10. **SITE LOCATION:** IC&SC shall, upon the execution of this Agreement, and periodically, but not less than annually, or whenever a shelter is added or removed, provide a list to the VILLAGE of all locations of all shelters subject to this Agreement.
11. **THE RIGHT OF IC&SC TO REMOVE SHELTERS:** IC&SC retains the right to remove any shelters without notice to the VILLAGE, in the event any restriction on the construction or maintenance of advertising shelters is imposed by statute or by ordinance of the VILLAGE, the County or State in which the shelter is located, or in the event the Federal, State, Municipal, or other proper authorities should hereafter establish any rules, regulations, or taxations which shall have the effect of so restricting location, construction, maintenance, or operation of the shelters so as to diminish the value of said

shelters for advertising purposes. VILLAGE may require the removal of any shelter if any provision of this agreement is breached for a period of thirty (30) consecutive days.

12. **CONDITIONS:**

A. IC&SC shall not be required to provide any shelter in the event advertising contracts sufficient in number to make the project economically feasible shall not be securable.

*B. The VILLAGE reserves the right to terminate this Agreement upon the failure of IC&SC to correct, modify or satisfy a breach of any covenant or condition of this Agreement after twenty (20) days written notice, notwithstanding any other provision of the Agreement to the contrary.*

13. **DUTY TO REMOVE:** In the event the VILLAGE fails to receive notice of renewal of either or both the Agreement and the Comprehensive General Liability Insurance on or before twenty (20) days before the expiration date of said coverages, or in the event either or both the Agreement and the Comprehensive General Liability Insurance are cancelled and no evidence of equal coverage is exhibited to the VILLAGE on or before twenty (20) days prior to the expiration date of either coverage, IC&SC agrees to immediately remove all of its shelters, including foundations, and if it fails to do so VILLAGE shall have the right to remove them and IC&SC shall be obligated to pay VILLAGE its costs for such removal.

14. **COMPENSATION TO THE VILLAGE:**

A: IC&SC will pay the VILLAGE twenty percent (20%) of the advertising revenues, net of any agency commission, generated by the rental space of shelters within the VILLAGE.

B. IC&SC will render an annual accounting of all revenue received along with all payments owed to the VILLAGE. Said payment to be received by April 1 of each year.

C. IC&SC will allow reasonable inspection by authorized VILLAGE representatives at IC&SC offices during normal business hours to review all accountings and annual revenue as well as supporting documentation for same.

*D. The VILLAGE shall have the right to advertise community events or other public service notices if advertising space on VILLAGE shelters is unsold. The VILLAGE will not be required to pay any rental cost for this space but will be responsible for any production costs.*

E. Upon termination of this contract, at the VILLAGE's option, all improvements on the right of way shall become the property of the VILLAGE or all improvements shall be removed and the right of way shall be restored to the condition which existed before the original contract.

15. **NOTICES:** *All notices herein provided for shall be sent prepaid registered or certified mail addressed to the parties as follows:*

TO THE VILLAGE: VILLAGE OF MORTON GROVE  
ATTN: Village Administrator  
6101 Capulina  
Morton Grove, IL 60053

TO IC&SC: IC&SC  
ATTN: Bruce Campbell  
6624 W. Irving Park Road  
Chicago, IL 60634

16. **PREVAILING WAGES:** IC&SC shall comply with all VILLAGE ordinances and State statutes regarding the payment of prevailing wages. To the extent that erection or maintenance of the shelters on public rights-of-way is considered Public Works by the Illinois Department of Labor or any court of competent jurisdiction, IC&SC shall submit certified payrolls for all work performed under this agreement, including work by subcontractors.
17. **INDEPENDENT CONTRACTORS:** IC&SC is an independent contractor and shall not deem to be an employee agent or joint venture of the VILLAGE. IC&SC shall be solely responsible for the means and methods of carrying out its obligations under this contract.
18. **LEGAL COMPLIANCE:** IC&SC shall comply with all applicable statutes, ordinances, codes, regulations, consent decrees, orders, judgments, rules and all other requirement of any and all governmental or judicial entities that have jurisdiction over the subject matter of this contract.
19. **ASSIGNMENT:** This contract may not be assigned without express written provision of the VILLAGE.

## ENTIRE AGREEMENT

This Agreement represents the entire agreement between IC&SC and VILLAGE OF MORTON GROVE, and supersedes all prior negotiations and agreements. This AGREEMENT may be amended only by written instrument signed by both parties hereto. This AGREEMENT and any modifications or additions hereto shall be binding upon and inure to the benefit of the respective parties, heirs, successors, assigns, partners, and legal representatives. This AGREEMENT may not be assigned or transferred in any way except by the written consent of both parties hereto.

The VILLAGE warrants and represents that it has the authority to enter into this AGREEMENT and that the necessary and proper resolutions have been approved and passed by the proper VILLAGE officials; further, it is warranted and represented that the signatories to this AGREEMENT have the authority to so act.

Illinois Convenience & Safety Corporation

BY: B. J. Campbell, President

Bruce J. Campbell, President

ATTEST:

James Blanchard

Village of Morton Grove

BY: \_\_\_\_\_

Bill Gear, Village President Pro Tem

ATTEST:

\_\_\_\_\_  
Connie Travis, Village Clerk

## Legislative Summary

### Resolution 16-54

#### **AUTHORIZING THE EXECUTION OF A CONTRACT WITH G&L CONTRACTORS, INC. FOR THE 2016 MATERIAL HAULING PROGRAM**

<b>Introduced:</b>	August 8, 2016
<b>Synopsis:</b>	To authorize the Village President to execute a contract with G&L Contractors, Inc. for the 2016 Material Hauling Program.
<b>Purpose:</b>	The material hauling program is necessary to haul and dispose of construction/ demolition debris, street sweepings, tree stump grindings, as well as to transport and furnish sand and stone material for the Village.
<b>Background:</b>	The Village annually contracts with a material hauling contractor to assist in the hauling of materials to and from the Public Works Facility at 7840 Nagle Avenue. This contract was bid through a public process in accordance with the Village Code. The contract was advertised and two sealed bid were received. The bid tabulation is attached as Exhibit "A".
<b>Programs, Departments or Groups Affected</b>	Public Works.
<b>Fiscal Impact:</b>	The estimated contract value is \$162,100.00. Since this is a unit price contract, the final contract amount will be based on the actual quantity of work performed.
<b>Source of Funds:</b>	Adopted 2016 Budget Account Numbers 025017-552260; 025017-563110; 405033-552260; 405033-562110; 405034-552260; 405034-563110 in the amount of \$258,000
<b>Workload Impact:</b>	The Public Works Department as part of their normal work activities will perform the management and implementation of the program.
<b>Administrator Recommendation:</b>	Approval as presented.
<b>First Reading:</b>	N/A
<b>Special Considerations or Requirements:</b>	None

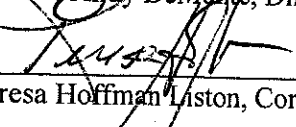
Respectfully submitted:

  
Ralph E. Czerwinski, Village Administrator

Reviewed by:

  
Andy DeMonte, Director Public Works

Reviewed by:

  
Teresa Hoffman, Liston, Corporation Counsel

## **RESOLUTION 16-54**

### **AUTHORIZING THE EXECUTION OF A CONTRACT WITH G&L CONTRACTORS, INC. FOR 2016 MATERIAL HAULING PROGRAM**

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

WHEREAS, the material hauling program is necessary to haul and dispose of construction/ demolition debris, street sweepings, tree stump grindings as well as to transport and furnish topsoil, sand, and stone material for the Village; and

WHEREAS, the Public Works Department advertised on the Village's website beginning January 23, 2016, inviting bids on the "2016 Material Hauling Program"; and

WHEREAS, eight entities obtained the bidding materials; and

WHEREAS, two bids was received, publicly opened and read at the Public Works Facility at 10:00 a.m. on Friday, July 22, 2016, with the tabulation of bids included in Exhibit "A"; and

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

WHEREAS, G&L Contractors, Inc. is the low bidder with a bid amount of \$162,100.00; and

WHEREAS, G&L Contractors, Inc. satisfactorily performed the work in this program since 2010; and

WHEREAS, the qualifications and availability of the low bidder has been verified; and

WHEREAS, funding for the above work is included in the Village of Morton Grove amended 2016 Budget as Account Numbers 025017-552260; 025017-563110; 405033-552260; 405033-562110; 405034-552260; 405034-563110 in the amount of \$258,000.

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

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

Section 2. The Village President of the Village of Morton Grove is hereby authorized to execute and the Village Clerk to attest to a contract with G&L Contractors, Inc., 7401 North St. Louis Avenue, Skokie, Illinois, based upon their bid for the "2016 Material Hauling Program" in the amount of

\$162,100.00.

Section 3. The Village Administrator, Director of Public Works, Village Engineer and/or their designees are authorized to take all steps necessary to implement, supervise, and manage this contract.

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

PASSED THIS 8<sup>th</sup> DAY OF AUGUST 2016

Trustee Gear

\_\_\_\_\_

Trustee Marcus

\_\_\_\_\_

Trustee Pietron

\_\_\_\_\_

Trustee Thill

\_\_\_\_\_

Trustee Toth

\_\_\_\_\_

Trustee Witko

\_\_\_\_\_

APPROVED BY ME THIS 8<sup>th</sup> DAY OF AUGUST 2016

\_\_\_\_\_  
Bill Gear, President Pro Tem  
Village of Morton Grove  
Cook County, Illinois

ATTESTED and FILED in my office  
This 9<sup>th</sup> DAY OF AUGUST 2016

\_\_\_\_\_  
Connie Travis, Village Clerk  
Village of Morton Grove  
Cook County, Illinois



Village of Morton Grove, Cook County, IL  
 2016 MATERIAL HAULING PROGRAM  
 Bid Tabulation  
 Bid Opening: JULY 22, 2016, 10:00 A.M.

**EXHIBIT "A"**

PAY ITEM	PAY ITEM DESCRIPTION	UNIT	QUANTITY	Engineer's Estimate		G&L Contractors, Inc. 7401 N. St. Louis Ave. Skokie, Illinois 60076		G&M Trucking, Inc. 8811 Kathy Lane Des Plaines, Illinois 60016	
				UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST
1	Transport & Furnish CA 6 Material	Ton	2500	\$17.00	\$42,500.00	\$16.80	\$42,000.00	\$16.25	\$40,625.00
2	Transport & Furnish CA 7 Material	Ton	800	\$22.00	\$17,600.00	\$22.00	\$17,600.00	\$21.25	\$17,000.00
3	Transport & Furnish FA 2 Material	Ton	2500	\$15.00	\$37,500.00	\$17.50	\$43,750.00	\$19.25	\$48,125.00
4	Hauling & Disposing of Excavated Material	Each Load	110	\$360.00	\$39,600.00	\$270.00	\$29,700.00	\$250.00	\$27,500.00
5	Hauling & Disposing of Excavated Material /Round Robin	Each Load	120	\$210.00	\$25,200.00	\$190.00	\$22,800.00	\$200.00	\$24,000.00
6	Hauling & Disposal of Stump Grindings	Each Load	25	\$400.00	\$10,000.00	\$250.00	\$6,250.00	\$275.00	\$6,875.00
CORRECTED TOTAL PROPOSAL AMOUNT					\$172,400.00		\$162,100.00		\$164,125.00
AS-READ PROPOSAL AMOUNT							\$162,100.00		\$164,125.00

Apparent Low Bidder: G&L Contractors, Inc.  
 Apparent Low Bid Amount: \$162,100.00

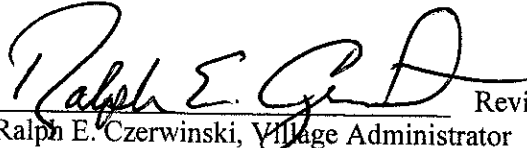
## Legislative Summary

### Resolution 16-55

#### **AUTHORIZING THE EXECUTION OF A CONTRACT WITH PATH CONSTRUCTION COMPANY, INC. FOR THE 2016 BECKWITH ROAD BRIDGE REHABILITATION – PROJECT B**

<b>Introduced:</b>	August 8, 2016
<b>Purpose:</b>	This resolution will authorize the Village President to execute a contract with Path Construction Company, Inc. to make concrete repairs to the Beckwith Road bridge over the North Branch of the Chicago River.
<b>Background:</b>	A 2015 bridge inspection itemized needed repairs on the Beckwith Road bridge. Expansion joint replacement, approach slab replacement and pier repairs were included in the list of needed repairs. Public Works staff budgeted \$120,000 for expansion joint replacements in 2016. The contract authorized by Resolution 16-44 was \$62,000 and the engineering cost is estimated to cost \$18,000 leaving an anticipated budget surplus of \$40,000. It is therefore practical for the Village to utilize the budgeted funds in order to balance multi-year funding levels with the amount of time elapsed to make needed repairs. A project was subsequently developed to repair the deteriorated areas of the approach slabs and one pier to an extent that would fit the budget and provide value to the Village. The contract was then bid through a public process in accordance with the Village's Municipal Code. The contract was advertised and sealed bids were received with the bid tabulation as shown on the attached Exhibit "A". This contract must conform to the requirements of the Prevailing Wage Act. The proposal price from the lowest bidder (Path Construction Company) is \$28,800.00
<b>Programs, Departs. or Groups Affected</b>	Public Works.
<b>Fiscal Impact:</b>	The estimated contract value is \$28,800.00. Since this is a unit price contract, the final contract amount will be based on the actual quantity of work performed.
<b>Source of Funds:</b>	Capital Projects: A/C # 305060-553300 Street Improvements
<b>Workload Impact:</b>	The Public Works Department as part of their normal work activities will perform the management and implementation of the program.
<b>Admin. Recommend.:</b>	Approval as presented.
<b>Second Reading:</b>	N/A
<b>Special Considerations or Requirements:</b>	None

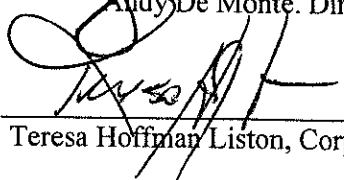
Respectfully submitted:

  
Ralph E. Czerwinski, Village Administrator

Reviewed by:

  
Andy De Monte, Director Public Works

Reviewed by:

  
Teresa Hoffman Liston, Corporation Counsel

## **RESOLUTION 16-55**

### **AUTHORIZING THE EXECUTION OF A CONTRACT WITH PATH CONSTRUCTION COMPANY, INC. FOR THE 2016 BECKWITH ROAD BRIDGE REHABILITATION-PROJECT "B"**

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, a 2015 bridge inspection itemized needed repairs on the Beckwith Road Bridge which included expansion joint replacement, approach slab replacement and pier repairs; and

WHEREAS, Public Works staff budgeted for the expansion joint replacement work in 2016; and

WHEREAS, Resolution 16-44 then authorized execution of a contract with Path Construction Company, Inc. in the amount of \$62,000 with the engineering cost estimated to cost \$18,000 leaving an anticipated budget surplus of \$40,000; and

WHEREAS, it is therefore practical for the Village to fully utilize the budgeted funds in order to balance multi-year funding levels with the amount of time elapsed to make needed repairs; and

WHEREAS, a project was then developed to repair deteriorated areas of the approach slabs and one pier to an extent that would fit the budget and provide value to the Village; and

WHEREAS, the Public Works Department advertised on the Village's website beginning July 13, 2016, to invite bids on the "2016 Beckwith Road Bridge Rehabilitation – Project "B"; and

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

WHEREAS, thirteen (13) entities, contractors, or suppliers obtained the bidding materials; and

WHEREAS, one (1) bid was received, publicly opened, and read at the Public Works facility at 10:00 a.m. on Thursday, July 27, 2016, with the tabulation as shown in Exhibit "A"; and

WHEREAS, Path Construction Company, Inc. is the low bidder with a bid amount of \$28,800.00; and

WHEREAS, the qualifications and availability of Path Construction Company, Inc. have been verified; and

WHEREAS, funding for the above work is included in the Village of Morton Grove 2016 Adopted Budget in Account Number 305060-553300 in the amount of \$120,000.00.

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

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

SECTION 2: The Corporate Authorities accept the bid of Path Construction Company, Inc., in the amount of \$28,800.00.

SECTION 3: The Village President of the Village of Morton Grove is hereby authorized to execute and the Village Clerk to attest to a contract with Path Construction Company, Inc., for the 2016 Beckwith Road Bridge Rehabilitation – Project “B” in the amount of \$28,800.00.

SECTION 4: The Village Administrator, Director of Public Works, Village Engineer and their designees are hereby authorized to take all steps necessary to oversee and implement this contract.

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

PASSED THIS 8<sup>th</sup> DAY OF AUGUST 2016

Trustee Gear	_____
Trustee Minx	_____
Trustee Pietron	_____
Trustee Ramos	_____
Trustee Thill	_____
Trustee Witko	_____

APPROVED BY ME THIS 8<sup>th</sup> DAY OF AUGUST 2016

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

ATTESTED and FILED in my office  
This 9<sup>th</sup> DAY OF AUGUST 2016

\_\_\_\_\_  
Connie Travis, Village Clerk  
Village of Morton Grove  
Cook County, Illinois

Village of Morton Grove, Cook County, IL  
 2016 Beckwith Road Bridge Rehabilitation - Project B  
 Bid Tabulation  
 Bid Opening: July 27, 2016, 10:00 a.m.

PAY ITEM	PAY ITEM DESCRIPTION	UNIT	QUANTITY	Engineer's Estimate			PATH CONSTRUCTION CO. INC. 3550 W. SALT CREEK LANE, STE 116 ARLINGTON HEIGHTS, IL 60005		
				UNIT COST	ITEM COST		UNIT COST	ITEM COST	
Z0001800	APPROACH SLAB REPAIR (PARTIAL DEPTH)	SQ YD	6	\$2,700.00	\$16,200.00		\$2,700.00	\$16,200.00	\$0.00
Z0012754	STRUCTURAL REPAIR OF CONCRETE (DEPTH EQUAL TO OR LESS THAN 5 INCHES)	SQ FT	18	\$820.00	\$14,760.00		\$700.00	\$12,600.00	\$0.00
CORRECTED TOTAL PROPOSAL AMOUNT					\$30,960.00			\$28,800.00	\$0.00
AS-READ PROPOSAL AMOUNT								\$28,800.00	

Apparent Low Bidder: PATH CONSTRUCTION CO. INC.  
 Apparent Low Bid Amount: \$28,800.00