



**VILLAGE BOARD OF TRUSTEES  
REGULAR MEETING NOTICE/AGENDA**

**October 11, 2021 - 7:00 pm**

THE RICHARD T. FLICKINGER MUNICIPAL CENTER, COUNCIL CHAMBERS  
6101 CAPULINA AVE, MORTON GROVE, IL 60053

**COVID-19 NOTICE**

*In accordance with the Illinois Open Meetings Act, all Village Board and Commission meetings are open to the public. This meeting can be viewed remotely via the live stream link found at: [www.mortongroveil.org/stream](http://www.mortongroveil.org/stream). Pursuant to Governor Pritzker's Executive Order 2021-20 all individuals are required to wear a mask when attending public Village meetings regardless of vaccination status. Individuals should not attend public meetings if they have tested positive for COVID-19, within the past 14 days have been in contact with another person who has tested positive for COVID-19 during the past 14 days, or have any symptoms associated with COVID-19.*

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Approval of Minutes** – Regular Meeting – September 27, 2021
5. **Special Reports**
  - a. Outstanding Neighbor Recognition: Aaliya Rana  
Presented by Community Relations Commissioner Kristey Chalabi
  - b. 2020 Traffic Safety Challenge Award and Railroad Crossing Safety Specialty Award  
Presented by Paul Rizzo from the Illinois Association of Chiefs of Police
6. **Public Hearings**
7. **Plan Commission Reports** – None
8. **Residents' Comments (agenda items only)**
9. **President's Report** – *Administration, Comprehensive Plan, Council of Mayors, Northwest Municipal Conference, Strategic Plan Committee*
  - a. Proclamation – World Polio Day
10. **Clerk's Report** – *Condominium Association, Strategic Plan Committee*

## 11. Staff Report

### a. Village Administration

- 1) **Ordinance 21-08:** Amending the Redevelopment Project Area and the Redevelopment Plan and Projects of the Ferris Avenue/Lehigh Avenue Redevelopment Project Area to Remove Certain Parcels of Property from the Redevelopment Project Area
- 2) **Ordinance 21-09:** Approving the Redevelopment Plan and Project for the Lincoln/Lehigh Redevelopment Project Area
- 3) **Ordinance 21-10:** Designating the Lincoln/Lehigh Redevelopment Project Area
- 4) **Ordinance 21-11:** Adopting Tax Increment Allocation Financing for the Lincoln/Lehigh Redevelopment Project Area

### b. Corporation Counsel

## 12. Reports by Trustees

- a. **Trustee Grear** – *Police Department, Police Pension Bd, Police Facility Committee, Plan Commission/Zoning Board, Lehigh/Ferris TIF, Special Events Commission (Trustee Minx)*
  - b. **Trustee Khan** – *IT, Legal Department, Traffic Safety Commission, Emergency Management Agency (Trustee Travis)*
  - c. **Trustee Minx** – *Finance Department, Finance Advisory Commission, Appearance Commission, Capital Projects, (Trustee Grear)*
  - d. **Trustee Thill** – *Advisory Commission on Aging, Family and Senior Services Department, SWANCC, Building Department, Chamber of Commerce, Water Commission (Trustee Witko)*
  - e. **Trustee Travis** – *Community Relations Commission, Fire Department, Fire Pension Board, RED Center, Fire and Police Commission, NIPSTA (Trustee Khan)*
  - f. **Trustee Witko** – *Farmers' Market, Public Works Department, Community and Economic Development Department, Economic Development Commission, Environment and Natural Resource Commission, Dempster Street Corridor Plan, Sawmill Station TIF (Trustee Thill)*
- 1) **Resolution 21-62:** Guaranteeing Municipal Work Performed on State of Illinois Right-of-Way within the Village of Morton Grove
  - 2) **Resolution 21-63:** Authorizing Contract Change Orders with Bolder Contractors, Inc. for Main Street Improvement Project
  - 3) **Resolution 21-64:** Authorizing the Execution of a Contract Amendment with Christopher B. Burke Engineering Ltd. for Preliminary and Design Engineering Services for Oakton Street Pedestrian Facility Improvements Project

**13. Other Business**

**14. Presentation of Warrants – \$643,673.45**

**15. Residents' Comments**

**16. Adjournment**

**MINUTES OF A REGULAR MEETING OF THE PRESIDENT  
AND THE BOARD OF TRUSTEES OF THE VILLAGE OF MORTON GROVE  
RICHARD T. FLICKINGER MUNICIPAL CENTER COUNCIL CHAMBERS  
SEPTEMBER 27, 2021**

**CALL TO ORDER**

- I. Village President Dan DiMaria convened the Regular Meeting of the Village Board at 7:00 p.m. in the Council Chambers of Village Hall and led the Board and assemblage in the Pledge of Allegiance.
- II. Village Clerk Eileen Harford called the roll. Present were Trustees Bill Grear, Saba Khan, Rita Minx, John Thill, Connie Travis, and Janine Witko.

III. **APPROVAL OF MINUTES**

Trustee Minx moved to accept the Minutes of the September 13, 2021 Village Board meeting as presented, seconded by Trustee Khan. **Motion passed unanimously via voice vote.**

IV. **SPECIAL REPORTS**

1. **Summer Photo Contest Winners**
  - a. Mayor DiMaria introduced Community Relations Commissioner Patrick Baldwin to present the winners of the Commission's quarterly photo contest, themed "Summer in Morton Grove."
  - b. Mr. Baldwin explained that the mission of the Community Relations Commission (CRC) is to foster, encourage, and promote positive relations among all Morton Grove residents of all ages, genders, races, creeds, national origins, and economic and educational levels.
  - c. Mr. Baldwin said there were many photos submitted for this quarter's contest, and the judges had a difficult time determining the winners. The winning entries came from Jocelyn De Jesus, Christopher Noel, Vijay Shah, Sidra Ahmed, and Jean Goldrosen. Vijay Shah was also named the "Overall Winner" of the contest. He invited Mayor DiMaria and Trustee Travis to take a photo with the winners who were present.
  - d. Mr. Baldwin said the Fall photo contest begins today but is open to high school students only. The contest runs through December 1<sup>st</sup>.
  - e. Mr. Baldwin noted that the Commission is always looking for new members. The CRC meets the second Tuesday every month at 6:30 p.m. Meetings are held at Village Hall in the second floor conference room. The next meeting is October 12, 2021, and all are welcome.

V.

**PUBLIC HEARINGS**

Mayor DiMaria opened the Public Hearing at 7:04 p.m.

- a. Village Administrator Czerwinski began by summarizing the public notices that the Village had issued in conformance to the TIF Act. He reported that a Joint Review Board had been formed and had met on August 26, 2021. All public taxing bodies related to the area to be included in the proposed TIF attended and supported the idea of a Lincoln Avenue-Lehigh Avenue TIF District. These include the Morton Grove Park District, Parkview School District 70, Niles Township Government, Niles Township High School District 219, and Cook County.
- b. Mr. Czerwinski noted that written comments had been received from several residents: Frank Wang, Gia Schultz, and Kim Connelly. These will be read a little later in this hearing.
- c. Mr. Czerwinski then introduced the Village's TIF consultant, Bob Rychlicki, to provide an overview and summary of the TIF Plan.
- d. Mr. Rychlicki said tonight's Public Hearing is part of a TIF's legal process. No action will be taken by the Board tonight. After hearing the public comments tonight, the Board must wait a minimum of 14 days and no longer than 90 days to adopt an ordinance creating this new TIF. He explained that a TIF is a financing tool the Village can use to achieve its planning objectives. The Village has or is currently utilizing TIF Districts to improve the area of Dempster and Waukegan Road, Lincoln and Ferris Avenues, and Waukegan Road.
- e. Mr. Rychlicki said the proposed Redevelopment Project Area is strategically important to the Village. It's anchored by the Metra station and includes property within one of the Village's oldest mixed-use neighborhoods. It also incorporates an industrial area facing increasing obsolescence, underuse, and vacancy. The TIF area first needs to be identified, then a budget needs to be determined, and finally, the general land uses would be identified. Mr. Rychlicki stressed that any redevelopment agreements with private developers must come before the Village Board, and any proposed developments must comply with the Village's zoning requirements. The Board would consider any proposed developments within the area on a case-by-case basis; the proposed development would also need to go through the full Procedural Control process.
- f. Mr. Rychlicki noted that a TIF is not a new tax. What a TIF does is split property tax revenue generated from properties within the TIF District into two components: basic revenue and incremental revenue. Basic revenue is the current tax revenue being generated in the specified area. The property tax revenue goes to the various taxing bodies that are currently receiving it, such as school districts, the park district, the County, and the municipality. This is currently about \$5 million annually. Incremental revenue results from taxes on new developments or redeveloped property within the TIF District. The incremental revenue is funneled back into the TIF Fund for use within the TIF. The typical lifespan of a TIF District is 23 years.
- g. Mr. Rychlicki stated that, under Illinois law, the proposed redevelopment area needs to qualify to become a TIF District. This proposed area qualifies for designation as a "Conservation Area." That means that 50% or more of the building have to be 35 years old or older.

V. **PUBLIC HEARINGS** (continued)

- h. Additionally, at least three of the qualifying factors must be present. The proposed TIF District meets at least six of the thirteen qualifying factors. The six factors are: Obsolescence, Deterioration, Lack of Community Planning, Deleterious Land Use or Layout, Inadequate Utilities, and Decline in EAV in comparison to the Village and CPI. (This last factor may be withdrawn.) Mr. Rychlicki added that this TIF would be capped at \$46 million over its 23-year life. The Village Board will approve all TIF expenditures, and the TIF funds must be there. The Village is not obligated to use the entire amount. The budget has some flexibility in that funds budgeted for one line item could be used for another, if necessary. Initial assumptions and projections based on market data show that the proposed TIF could increase in value from its current \$5 million to \$45–\$50 million.
- i. The general goals and objectives of this TIF are to:
  - Encourage redevelopment of obsolete and/or under-utilized buildings or sites
  - Reduce or eliminate impediments to private development within the area
  - Coordinate redevelopment activities within the proposed TIF to provide a positive market signal to private investors
  - Accomplish redevelopment over a reasonable time period
  - Create an attractive overall appearance for the area
  - Further the goals and objectives of the Village’s comprehensive planning efforts
- j. Mr. Rychlicki said the Village plans to promote improvement and enhancement of viable existing commercial buildings, including facades, signage, and structural repairs. The Village plans to improve roadway characteristics in the corridor in order to improve traffic capacity, as well as improve the commuter train station facilities, including the supply and distribution of parking. The Village plans to improve the image and appearance of the corridor, where space permits, via streetscape, sidewalk improvements, signage, and gateway features. The Village will promote redevelopment of marginal, deteriorated, and obsolete building to new retail/commercial, residential, and mixed uses.
- k. Mr. Rychlicki noted that a Housing Impact Study of the area was included in the TIF Plan, as were Land Use maps showing current uses and proposed uses. He said the Village had originally looked at a larger area, but had decided to go with this more compact area because they felt it would have the best chance of being developed in this time period.
- l. Mr. Rychlicki added, at this point, this process is nearly complete. All the proper notices have been given, the proper authorities have indicated their support, and now the Village can reflect on the public comments and take action by adopting or not adopting the appropriate Ordinances after a 14-day period.
- m. Mr. Czerwinski said the Village had looked at an area from Oakton Street north to Austin Avenue east but decided it would be both time-consuming and inappropriate. It might be more feasible if one of the area’s major manufacturers (i.e., Crane or Xylem) was considering moving out, but fortunately, they’re both prospering.

V.

**PUBLIC HEARINGS** (continued)

Mr. Czerwinski then asked the residents who provided written comments if they'd like to speak.

- n. **Gia Schultz** said she resides and owns a home on Elm Street within the proposed TIF District. She has attended all the meetings regarding this and has some concerns about plans for the area that have been "floated" during those meetings. Ms. Schultz said she is not here to complain about development in Morton Grove or to dissuade the Board from approving the TIF. She is asking, however, that further considerations on planning be given to those proposals already before the Board, and asking the Board to adopt ordinance that would guard further development.
- o. Ms. Schultz said she would like to see Morton Grove take a stronger stand for environmental planning provisions, such as requiring developers to submit environmental impact reports. She said the Village should also approve ordinances requiring complete streets. She felt the Village needed better ordinances in place, so there would be a guide for developers that reflects the Village's Sustainability Plan, and are inclusive of walking and biking paths, access to public transit, and comprehensive planning for crosswalks and dark sky-certified traffic signals and street lights.
- p. Ms. Schultz stated she had a "deep concern" about traffic related to the proposal for 350+ units in an area that is already poorly laid out for traffic flow and is congested multiple times per day due to Metra and other commuters. Three different developments have been proposed: a 250-unit development, a 90-unit development, and a 60-unit mixed use development, with apartments above and businesses below. This is a lot of new housing in an area not designed for residential traffic.
- q. Ms. Schultz said that, during the planning and approval process for Sawmill Station, she was part of a group of residents who called on the Village to require developers to include fair housing. At the time, the Village responded that such a requirement would have had to be implemented earlier, adding that Sawmill Station was already too far along to require fair housing for the development that is still being built today. Given the timing of this new TIF approval, and the fact that developers are already sending in proposals for the area that include many units of housing, Ms. Schultz said she's once again asking that the Village put in place a requirement for fair housing in any new development that would be created in this new TIF. She said, "Fair housing is important to the development of the Village, and we should be maintaining and growing our fair housing options." She felt that any new developments need to have a requirement to include fair housing.
- r. At the Joint Review Board meeting of August 26, 2021, Ms. Schultz noted that the current District 70 superintendent indicated that the school building is not able to accommodate any more students. As the parent of three children who attended/currently attend Parkview School, Ms. Schultz said she could speak firsthand about the overcrowding. One son has been in overcrowded classrooms since 1<sup>st</sup> grade. Another child had electives cut because there was no rooms available in which to hold those classes. Parents have repeatedly asked the District 70 school board to reduce class sizes, but they're told there is no more classroom space available and there will be no reduction in class size.

V. **PUBLIC HEARINGS** (continued)

- s. While Parkview School has always been considered a top school and is often a reason for families to move to this area, with continued overcrowding and lack of classroom space, Ms. Schultz feared the school will quickly decline. She felt it was imperative, not only for our children's education, but also for our property values, to keep Parkview a top-performing school that isn't overcrowded or forced to cut programming due to lack of classroom space. With the new housing units proposed for this TIF, the overcrowding issues in the school district will only increase. She thanked the Board for their time and consideration of these urgent matters.
- t. **Kim Connelly** had submitted written comments, but declined to speak, noting that Ms. Schultz had covered everything she would have said.
- u. **Frank Wang** who lives on Linder echoed Ms. Schultz' comments. He grew up in Skokie and has recently moved to Morton Grove, in part, because of Parkview School. He reiterated that many District 70 parents are very, very concerned about the overcrowding in the school. He emphasized the importance of getting a good education, and wanted to let the Village Board appreciate that more families moving into the area will mean the overcrowding will continue.
- v. Mr. Wang said he works for a Fortune 100 company. He feels the land in the proposed TIF would be well suited for commercial endeavors, rather than residential units. Commercial enterprise would also bring in more tax revenue as well as opportunities for employment. He thanked the Board for their time this evening.
- w. Mr. Czerwinski commented that the Village is not against any level of office building or manufacturing; we just need to see who's going to pick up the property and the TIF will help with that. He said that, yes, individuals have approached the Village with proposals for townhomes, apartments, and mixed use developments, and staff will be looking at all of them and bring them back to the Board for consideration. Forming the TIF will help the infrastructure in the area and will help the area move forward, instead of having vacant sites and under-utilized sites. Mr. Czerwinski said that Village staff appreciates the Board's support and the consultants' expertise, and will be looking for approval of a TIF Ordinance that will be coming before the Board soon.

Mayor DiMaria declared the Public Hearing closed at 7:30 p.m. He thanked Mr. Rychlicki and Mr. Czerwinski, as well as those who had submitted public comments and spoke.

VI. **PLAN COMMISSION REPORTS**

NONE

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

NONE



VIII.

**PRESIDENT'S REPORT**

Mayor DiMaria proclaimed the week of October 3–9, 2021 as “Fire Prevention Week” in the Village. He noted that fire is a serious public safety concern and homes are the locations where people are at greatest risk from fire. Working smoke alarms cut the risk of dying in reported home fires in half, and Morton Grove residents should be sure everyone in the home understands the sounds of the alarms and knows how to respond. Mayor DiMaria said that residents who have planned and practiced a home fire escape plan are more prepared, and therefore more likely to survive a fire. The theme of the 2021 Fire Prevention Week is “Learn the Sounds of Fire Safety.” The goal is to remind us the importance of learning the different sounds of smoke and carbon monoxide alarms. Mayor DiMaria urged everyone in the Village to “learn the sounds of fire safety” and to support the many public safety activities and efforts of Morton Grove’s fire and emergency services.

IX.

**CLERK'S REPORT**

Clerk Harford had no report this evening.

X.

**STAFF REPORTS**A. Village Administrator:

Mr. Czerwinski had no report this evening.

B. Corporation Counsel:

Corporation Counsel Liston was absent with notice—no report.

XI.

**TRUSTEES' REPORTS**A. Trustee Gear:

1. Trustee Gear presented **Ordinance 21-07, Approving a Final Plat of Subdivision and Accepting Certain Improvements for the Beckwith Crossing Subdivision at 6729 and 6733 Beckwith Road in Morton Grove, Illinois.**

This is the second reading of this Ordinance.

- a. Trustee Gear explained that the property commonly known as 6729 and 6733 Beckwith Road, located on the south side of Beckwith between Oak Park Avenue and Lehigh Avenue has a combined land area of 1.71 acres and is located within the R-1 Single Family Residence zoning district. It is currently improved with one single family residence and stormwater management facilities.

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

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

- b. In July 2019, the Village Board passed Ordinance 19-10 pursuant to the Subdivision Application submitted by the Developer, Zubair Patel, which approved a Preliminary Plat of Subdivision for the property to create five (5) new lots of record. Subsequently the Developer submitted a Final Plat of Subdivision prepared by Heritage Land Consultants LLC. The Building Commissioner, Plan Commission Chair, Village Administrator, and Corporation Counsel reviewed the Final Plat of Subdivision and unanimously found it to be in substantial compliance with the approved Preliminary Plat of Subdivision, and recommend approval of the Final Plat to the Board of Trustees. Trustee Grear said that passage of this Ordinance will essentially create five new lots of record in the Village.

Trustee Grear moved to adopt Ordinance 21-07, seconded by Trustee Minx.

- c. Trustee Thill had several questions. He asked if Cook County has signed off on this yet. Mr. Czerwinski responded that the Subdivision Plat will be given to the Country for their records. They will then record it, and there is a section they will sign off on, but this Board has to accept it first.
- d. Trustee Thill asked if all the service lines (electric, gas) are in yet. Mr. Czerwinski said they are not onto the lots because there's no final plans for those lots. The lot that has been improved with a house does have the service lines installed. Without any plans for any proposed structures on the other lots, the utilities can't come in until they know where in the structure the connections should be. Once there are structures on the lots, the utilities will be able to establish the connections.
- e. Trustee Thill also wondered why there are only three addresses for four lots. Mr. Czerwinski explained that the addresses conform to what is currently there. There is an address plan that includes four addresses (6727, 6729, 6731, and 6733 Beckwith). 6733 is already built. There is a sub-lot detention and storm water management area that will be maintained jointly by the Homeowners' Association.
- f. Trustee Thill asked if the developer has complied with the Village's requirements. Mr. Czerwinski said yes, he has.
- g. Trustee Grear said, for clarification, that the detention area is considered the fifth lot, while the other four lots are for residential development. Mr. Czerwinski said that is correct.

Mayor DiMaria called for the vote on Ordinance 21-07.

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

Tr. Grear      aye  
Tr. Thill      aye

Tr. Khan      aye  
Tr. Travis    aye

Tr. Minx      aye  
Tr. Witko     aye

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

A. Trustee Gear: (continued)

2. Next, Trustee Gear presented **Resolution 21-60, Authorizing a Collective Bargaining Agreement Between the Village of Morton Grove and the Fraternal Order of Police, Lodge #135, For January 1, 2020 Through December 31, 2023.**
- a. Trustee Gear said this approves a four-year collective bargaining agreement between the Village and its patrol officers. He moved to approve Resolution 21-60, seconded by Trustee Minx.

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

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

3. Lastly, Trustee Gear wished Zoe Heidorn a very happy birthday from him and the rest of the Village Board!

B. Trustee Khan:

Trustee Khan had no report this evening.

C. Trustee Minx:

Trustee Minx had no report this evening.

D. Trustee Thill:

Trustee Thill had no report this evening.

E. Trustee Travis:

1. Trustee Travis noted that the 11<sup>th</sup> annual Community Relations Commission-sponsored Community Artists Performance is scheduled for Saturday, October 30 from 1:00 to 2:00 p.m. It will feature high school performers showing their talents "live on stage" at the Civic Center, depending on what the COVID guidelines at the time.
- a. All performers are asked to develop and provide virtual presentations. Submissions must be made by September 24, 2021, by noon to [www.identityperformingarts.org/projects.aspx](http://www.identityperformingarts.org/projects.aspx). Questions should be directed to [ginny@identityperformingarts.org](mailto:ginny@identityperformingarts.org).

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

F. Trustee Witko:

1. Trustee Witko presented **Resolution 21-61, Authorizing a Contract With Design Dwellings, LLC for Living Space and Kitchen Renovation at Fire Station #4.**
  - a. She explained that the kitchen and living area of Fire Station #4 were last remodeled in 1996. Village staff has determined these areas do not meet the needs of the employees working at the facility. Public Works developed a project plan and bid the renovation in conformance with the Village's procurement requirements. Staff determined the lowest responsible bidder to be Design Dwellings, LLC of Chicago in the amount of \$164,225. Staff then "value engineered" the project, negotiated with the bidder, and agreed upon a project cost of \$143,759.48. This contract must conform to the requirements of the Prevailing Wage Act.

Trustee Witko moved to approve Resolution 21-55, seconded by Trustee Grear.

- b. Trustee Thill said that he noticed someone had FOIA'd this project, and he wondered why that would happen. Mr. Czerwinski said some contractors probably wanted to see the breakdown of the bids that had been received, and since it's public information, it can be FOIA'd.

Mayor DiMaria called for the vote on Resolution 21-61.

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

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

2. Trustee Witko announced that on Saturday, November 6, the Village will hold its first Pumpkin Smash at the north end of Harrer Park. A Pumpkin Smash is an effort by communities to divert pumpkins from landfills by providing residents a location to drop off jack-o-lanterns to be composted. She said she hoped everyone would take advantage of this; it should be a lot of fun!

XII. **OTHER BUSINESS**

Trustee Thill, who is the Village's representative on the Solid Waste Agency of Northern Cook County (SWANCC) Board, noted that, due to the recycling efforts of the residents, Morton Grove had received a rebate over the last three months from SWANCC of \$13,025.42. He said he brought it up because he wants to encourage people to continue to recycle, and asked that people encourage others to recycle as well. Trustee Thill said that a ton of aluminum has less value than a ton of plastic milk gallon containers!

XIII.

**WARRANTS**

1. Trustee Minx presented the Warrant Register for September 27, 2021 in the amount of \$820,140.27. She moved to approve this evening's Warrant Register as presented, seconded by Trustee Thill.
- a. Trustee Grear commented, because of being on the Morton Grove Days Commission's Board, that when you see the line item on the Warrants for Morton Grove Days in the amount of \$9,498.41, that's money that comes into the Village, but then it goes back to the Commission.

Mayor DiMaria called for the vote on the Warrant Register of September 27, 2021.

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

Tr. Grear      aye  
Tr. Thill      aye

Tr. Khan      aye  
Tr. Travis    aye

Tr. Minx      aye  
Tr. Witko     aye

XIV.

**RESIDENTS' COMMENTS**

1. **Joe Hedrick**, American Legion Post #134's liaison to the Village Board, addressed the Board to let them know that the Legion has an important birthday celebration coming up: John Slater, who has always been very active in the Village, the Scouts, Friends of the Forest, etc. is reaching age 100. He is a former commander of American Legion Post #134, and is actually responsible for the name "American Legion Memorial Civic Center." There will be a celebration on October 10, 2021, from 4:00 p.m. to 8:00 p.m. Mr. Hedrick invited the Board members and any other residents who'd like to honor Mr. Slater to attend. He said that Mr. Slater is in failing health and doesn't go out much anymore, but Mr. Slater's son assured Mr. Hedrick that he'd get his dad there.
- a. Mr. Hedrick also noted that Veterans' Day this year will be celebrated on November 14 because it's the Sunday closest to November 11. The Legion is planning to do its normal Veterans' Day parade and presentations. The Legion is trying hard to get post 9/11 veterans to attend. Many of them have a lot of problems and aren't doing well; the Legion would like to get them the proper help.
2. **Rudolf Vilk** appeared before the Board claiming he still has not received answers to his questions in spite of his many efforts. He said he has provided the Village with information about his case, but the answers he receives don't align with the questions he asked. He said he's been told that answers have been provided to him; he said that's not true.
- a. Mr. Vilk said he understands if residents do something wrong, there is a penalty/punishment, but he wanted to know who punishes the Village Administrator, Corporation Counsel, or the Mayor, if any of them make a mistake. He reminded the Board that they should respect people and that they are elected to be of service to people.

XIV.

**RESIDENTS' COMMENTS** (continued)

- b. Mayor DiMaria commented that he has met with Mr. Vilks on more than one occasion and has provided verbal responses to his written questions. He said, "I respect all my residents; I work for all my residents; my door is always open." He said Mr. Vilks asks the same questions over and over again. The Village has provided him answers but he doesn't like the answers. Mayor DiMaria told Mr. Vilks that he would continue to answer his questions.

XV.

**ADJOURNMENT**

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

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

Tr. Grear      aye  
Tr. Thill      aye

Tr. Khan      aye  
Tr. Travis    aye

Tr. Minx      aye  
Tr. Witko     aye

The meeting adjourned at 7:51 p.m.

PASSED this 11th day of October, 2021.

Trustee Gear	_____
Trustee Khan	_____
Trustee Minx	_____
Trustee Thill	_____
Trustee Travis	_____
Trustee Witko	_____

APPROVED by me this 11th day of October, 2021.

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

APPROVED and FILED in my office this 12th day of October, 2021.

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

Minutes by Teresa Cousar

# Proclamation

## Village of Morton Grove

WHEREAS, Rotary is a global network of 1.2 million neighbors, friends, leaders, and problem-solvers who unite and take action to create lasting change in communities across the globe; and

WHEREAS, the Rotary motto, *Service Above Self*, inspires members to provide humanitarian service, follow high ethical standards, and promote goodwill and peace in the world; and

WHEREAS, Rotary in 1985 launched PolioPlus and in 1988 helped establish the Global Polio Eradication Initiative, which today includes the World Health Organization, U.S. Centers for Disease Control and Prevention, GAVI, the Vaccine Alliance, UNICEF, and the Bill and Melinda Gates Foundation, to immunize the children of the world against polio; and

WHEREAS, polio cases have dropped by 99.9 percent since 1988 and the world stands on the threshold of eradicating the disease; and

WHEREAS, to date, Rotary has contributed more than \$2.2 billion dollars and countless volunteer hours to protecting more than 3 billion children in 122 countries; and

WHEREAS, Rotary is working to raise an additional \$50 million per year, which would be leveraged for maximum impact by an additional \$100 million annually from the Bill & Melinda Gates Foundation; and

WHEREAS, these efforts are providing much needed operational support, medical staff, laboratory equipment, and educational materials for health workers and parents; and

WHEREAS, in addition, Rotary has played a major role in decisions by donor governments to contribute more than \$10 billion to the effort; and

WHEREAS, the Skokie Valley Rotary Club is nearing its 82<sup>th</sup> Anniversary on November 16, 2021 having been chartered on November 16, 1939, and

NOW, THEREFORE, I, Daniel P. DiMaria, Mayor of the Village of Morton Grove, do hereby proclaim October 24, 2021, as

### **“WORLD POLIO DAY”**

and celebrate the 82<sup>th</sup> anniversary of the Skokie Valley Rotary Club.

In Witness hereof, I have hereunto set my hand and caused to be affixed the seal of the Village of Morton Grove

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Daniel P. DiMaria, Mayor



## Legislative Summary

### Ordinance 21-08

#### **AMENDING THE REDEVELOPMENT PROJECT AREA AND THE REDEVELOPMENT PLAN AND PROJECTS OF THE FERRIS AVENUE/LEHIGH AVENUE REDEVELOPMENT PROJECT AREA TO REMOVE CERTAIN PARCELS OF PROPERTY FROM THE REDEVELOPMENT PROJECT AREA**

<b>Introduced:</b>	October 11, 2021
<b>Purpose:</b>	To remove certain non-performing parcels from the Ferris Avenue/Lehigh Avenue TIF District so that they may be incorporated in a newly created TIF District
<b>Background:</b>	In 2000, the Village, pursuant to Ordinance Numbers 00-1, 00-2, and 00-3, established the Ferris Avenue/Lehigh Avenue Tax Increment Financing (TIF) District to support the redevelopment of properties generally bounded by Dempster Street to the north, the Cook County Forest Preserves to the west, Main Street to the south, and property at the intersection of Lincoln and Georgiana Avenues to the east. Certain parcels in the Ferris Avenue/Lehigh Avenue TIF District have not been redeveloped during the term of the TIF District, including parcels west of Lehigh Avenue, between Chestnut and Main Streets. The Village desires to amend the Ferris Avenue/Lehigh Avenue TIF District to remove these parcels and thereafter add them to the proposed Lincoln/Lehigh TIF District. Since this amendment will not add additional parcels, affect the general land uses within the TIF District, change the nature of the redevelopment project, increase estimated project costs by more than five percent (5%), or displace additional residential units, the Village may amend the TIF District without holding a public hearing.
<b>Departments Affected</b>	Administration, Legal, Finance, and Community and Economic Development
<b>Fiscal Impact:</b>	None at this time
<b>Source of Funds:</b>	N/A
<b>Workload Impact:</b>	The Village Administrator, Community Development Administrator, Corporation Counsel, and Finance Director will take all steps necessary to implement this Ordinance as part of their normal workload.
<b>Administrator Recommendation:</b>	Approval as presented
<b>Second Reading:</b>	October 25, 2021
<b>Special Considerations or Requirements:</b>	Pursuant to 65 ILCS 5/11-74.4-5(c), within ten (10) days of the adoption and approval of this Ordinance, this Ordinance shall be published in the Pioneer Press, and a copy of this Ordinance shall be sent by certified mail to each taxing district in the Ferris Avenue/Lehigh Avenue Tax Increment Financing (TIF) District and to each person/entity registered on the Ferris Avenue/Lehigh Avenue Tax Increment Financing (TIF) District TIF, file a certified copy of this Ordinance with the County Clerk of Cook County, Illinois, and obtain a revised Initial Equalized Assessed Valuation Certificate for the TIF District from the office of said County Clerk.

Submitted by: Ralph E. Czerwinski, Village Administrator  
Reviewed by: Teresa Hoffman Liston, Corporation Counsel  
Prepared by: Zoe Heidorn, Community Development Administrator

**VILLAGE OF MORTON GROVE**

**COOK COUNTY, ILLINOIS**

**ORDINANCE NO. 21-08**

**AMENDING THE REDEVELOPMENT PROJECT AREA AND THE  
REDEVELOPMENT PLAN AND PROJECTS OF THE FERRIS AVENUE/LEHIGH  
AVENUE REDEVELOPMENT PROJECT AREA TO REMOVE CERTAIN PARCELS  
OF PROPERTY FROM THE REDEVELOPMENT PROJECT AREA**

ADOPTED BY THE PRESIDENT AND  
BOARD OF TRUSTEES OF THE  
VILLAGE OF MORTON GROVE  
THIS 25<sup>th</sup> DAY OF OCTOBER 2021

Published in pamphlet form  
by authority of the President  
and Board of Trustees of the  
Village of Morton Grove, Cook  
County, Illinois this 25th day  
of October 2021

## **ORDINANCE 21-08**

### **AMENDING THE REDEVELOPMENT PROJECT AREA AND THE REDEVELOPMENT PLAN AND PROJECTS OF THE FERRIS AVENUE/LEHIGH AVENUE REDEVELOPMENT PROJECT AREA TO REMOVE CERTAIN PARCELS OF PROPERTY FROM THE REDEVELOPMENT PROJECT AREA**

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

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

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

**WHEREAS**, the Village desires to remove certain parcels of property within the Redevelopment Project Area from the Redevelopment Project Area, said parcels of property being legally described in Exhibit B, attached hereto and made part hereof (“Deleted Parcels”), as the Deleted Parcels are necessary for a new tax increment financing district, to be known as the Lincoln/Lehigh Tax Increment Financing District; and

**WHEREAS**, the removal of the Deleted Parcels from the Redevelopment Project Area will not adversely impact the eligibility factors relied upon by the Village in establishing the TIF District as a tax increment financing district under the Act; and

**WHEREAS**, the removal of the Deleted Parcels from the Redevelopment Project Area will not adversely impact the Redevelopment Plan or redevelopment within the TIF District, although, upon removal from the Redevelopment Project Area, the Deleted Parcels will no longer be eligible for any of the financial incentives available to properties within the Redevelopment Project Area; and

**WHEREAS**, pursuant to 65 ILCS 5/11-74.4-5(c), amendments to the TIF District which do not (1) add additional parcels of property to the proposed redevelopment project area, (2) substantially affect the general land uses proposed in the redevelopment plan, (3) substantially change the nature of the redevelopment project, (4) increase the total estimated redevelopment project cost set out in the redevelopment plan by more than five percent (5%) after adjustment for inflation from the date the redevelopment plan was adopted, (5) add additional redevelopment project costs to the itemized list of redevelopment project costs set out in the redevelopment plan, or (6) increase the number of inhabited residential units to be displaced from the redevelopment project area, as measured from the time of creation of the redevelopment project area, to a total of more than ten (10), may be made without need for further hearing, provided the Village gives certain notices of any such amendments within ten (10) days following the adoption of the Ordinance providing for any such amendments.

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

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

**SECTION 2:** That Ordinance Numbers 00-1, 00-2, and 00-3, adopted on January 24, 2000, are hereby further amended by deleting the Deleted Parcels from the Redevelopment Project

Area and from the Redevelopment Plan. A map of the amended Redevelopment Project Area is depicted on Exhibit C, attached hereto and incorporated herein as if set out in full by this reference.

**SECTION 3:** Pursuant to 65 ILCS 5/11-74.4-5(c), within ten (10) days of the adoption and approval of this Ordinance, this Ordinance shall be published in the Pioneer Press, and a copy of this Ordinance shall be sent by certified mail, return receipt requested, to each taxing district that is affected by the TIF District, and by First Class U.S. Mail to each person/entity registered on the Village's TIF Interested Parties Registry.

**SECTION 4:** A certified copy of this Ordinance shall be filed with the County Clerk of Cook County, Illinois, and, thereafter, a revised Initial Equalized Assessed Valuation Certificate for the TIF District shall be obtained from the office of said County Clerk.

**SECTION 5:** This Ordinance shall be in full force and effect from and after its adoption.

PASSED this 25th day of October 2021.

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

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

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

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

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

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

APPROVED by me this 25th day of October 2021.

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

ATTEST:

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

## **EXHIBIT A**

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

#### **LEGAL DESCRIPTION**

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

MORTON GROVE SUBDIVISION OF LOT 40 OF COUNTY CLERK'S DIVISION OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, TO THE NORTH LINE OF THE EAST-WEST ALLEY IN SAID AUGUST PETERS SUBDIVISION; THENCE EASTERLY ALONG SAID NORTH LINE OF THE EAST-WEST ALLEY TO THE WEST RIGHT OF WAY LINE OF CALLIE AVENUE IN SAID AUGUST PETERS SUBDIVISION; THENCE NORTH ALONG SAID WEST RIGHT OF WAY LINE TO THE EXTENSION OF THE NORTH LINE OF LOT 41 IN BLOCK 4 IN AFORESAID BINGHAM AND FERNALD'S MORTON GROVE SUBDIVISION; THENCE EAST ALONG SAID NORTH LINE AND EXTENSIONS THEREOF TO THE EAST LINE OF THE NORTH-SOUTH ALLEY IN SAID BLOCK 4; THENCE SOUTH ALONG THE EAST LINE OF SAID ALLEY TO THE SOUTH LINE OF THE NORTH 6 FEET OF LOT 26 IN BLOCK 4 IN AFORESAID BINGHAM AND FERNALD'S MORTON GROVE SUBDIVISION; THENCE EAST ALONG THE SAID SOUTH LINE OF THE NORTH 6 FEET OF LOT 26 AND THE EXTENSION THEREOF TO THE EAST RIGHT OF WAY LINE OF FERNALD AVENUE IN BLOCK 5 IN SAID BINGHAM AND FERNALD'S MORTON GROVE SUBDIVISION; THENCE SOUTH ALONG SAID EAST LINE OF FERNALD AVENUE TO THE NORTH LINE OF THE EAST-WEST ALLEY IN SAID BLOCK 5; THENCE EAST AND SOUTHEASTERLY ALONG THE NORTH LINES OF THE EAST-WEST ALLEY AND EXTENSION THEREOF TO THE WEST RIGHT OF WAY LINE OF GEORGIANA AVENUE IN SAID BLOCK 5; THENCE NORTH ALONG THE SAID WEST RIGHT OF WAY LINE OF GEORGIANA AVENUE TO AN EXTENSION OF THE NORTH LINE OF LOT 14 IN HESSLER'S SUBDIVISION OF LOTS 1 TO 8 IN CIRCUIT COURT PARTITION OF LOTS 19 AND 24 IN COUNTY CLERK'S DIVISION AND THAT PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20 LYING BETWEEN AND BOUNDED BY THE SOUTH LINE OF SAID LOT 24 IN COUNTY CLERK'S DIVISION AND THE NORTH LINE OF MILLER'S MILL ROAD IN SECTION 20, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE EAST ALONG THE NORTH LINE AND EXTENSIONS THEREOF TO THE EAST LINE OF THE NORTH-SOUTH ALLEY IN SCHMITZ'S MORTON GROVE SUBDIVISION OF LOTS 2 AND 9 IN CIRCUIT COURT PARTITION OF LOTS 19 AND 24 IN COUNTY CLERK'S DIVISION AND THAT PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20 LYING BETWEEN AND BOUNDED BY THE SOUTH LINE OF SAID LOT 24 IN COUNTY CLERK'S DIVISION AND THE NORTH LINE OF MILLER'S MILL ROAD IN SECTION 20, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTH ALONG SAID EAST LINE OF THE ALLEY TO THE NORTH LINE OF THE EAST-WEST ALLEY; THENCE EAST ALONG THE NORTH LINE OF THE EAST-WEST ALLEY TO AN EXTENSION OF THE EAST LINE OF THE WEST 14 FEET 11 INCHES IN SAID SCHMITZ'S MORTON GROVE SUBDIVISION; THENCE SOUTH ALONG SAID LINE AND EXTENSIONS THEREOF TO THE SOUTH RIGHT OF WAY LINE OF LINCOLN AVENUE; THENCE WEST AND NORTHWESTERLY ALONG THE SOUTH LINE OF LINCOLN AVENUE IN NICHOLAS HAUPT HEIRS SUBDIVISION OF THE SOUTH 20 ACRES OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 13 (EXCEPT THE SOUTH 8.5 FEET AND THAT PART OF THE WEST 264 FEET LYING SOUTH OF THE CENTER OF ROAD) EAST OF THE THIRD PRINCIPAL MERIDIAN; ALSO, THE SUBDIVISION OF THAT PART OF THE WEST 264 FEET OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL



MERIDIAN, LYING SOUTH OF LINCOLN AVENUE (EXCEPT THE SOUTH 8.5 FEET THEREOF); ALSO, OWNER'S SUBDIVISION OF LOTS 36 TO 39 OF COUNTY CLERK'S DIVISION OF SECTION 20 AND THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID SOUTHERLY LINE OF LINCOLN AVENUE IN SAID OWNER'S SUBDIVISION HAVING A BEARING OF NORTH 69 DEGREES 17 MINUTES 16 SECONDS WEST, FOR PURPOSES OF THIS LEGAL DESCRIPTION; THENCE SOUTH 3 DEGREES 20 MINUTES 59 SECONDS WEST, 245.84 FEET; THENCE SOUTH 17 DEGREES 04 MINUTES 08 SECONDS WEST, 177.71 FEET; THENCE SOUTH 0 DEGREES WEST, 78.20 FEET; THENCE SOUTH 88 DEGREES 50 MINUTES 53 SECONDS WEST, 105.41 FEET; THENCE SOUTH 01 DEGREES 08 MINUTES 13 SECONDS EAST, 122.07 FEET; THENCE SOUTH 88 DEGREES 52 MINUTES 56 SECONDS WEST, 59.90 FEET; THENCE SOUTH 01 DEGREES 11 MINUTES 10 SECONDS EAST, 519.36 FEET TO THE SOUTH LINE OF THE NORTH HALF OF THE SOUTH HALF OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 20; THENCE WEST ALONG SAID LINE TO THE EASTERLY RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD; THENCE NORTHWESTERLY ALONG THE EASTERLY RIGHT OF WAY LINE TO THE SOUTH RIGHT OF WAY LINE OF MAIN STREET (WALNUT STREET) EXTENDED EAST, SAID LINE BEING THE SOUTH LINE OF THE NORTH 33 FEET OF LOT 34 IN AFORESAID COUNTY CLERKS DIVISION AND THE SOUTH LINE OF MAIN STREET (WALNUT STREET) IN BLOCK 4 IN MORTON GROVE IN SECTIONS 19 AND 20, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, TO THE WEST LINE OF BLOCKS 3, 2 AND 1 AND EXTENSIONS THEREOF OF SAID MORTON GROVE; THENCE NORTH ALONG SAID WEST LINE OF SAID BLOCKS AND EXTENSIONS TO THE NORTH LINE OF THE SOUTH 120 FEET OF LOTS 6, 7, 8, 9, 10 AND 11 IN BLOCK 1 IN SAID MORTON GROVE; THENCE EAST ALONG THE SAID NORTH LINE OF THE SOUTH 120 FEET TO THE WEST LINE OF LOT 12 IN SAID MORTON GROVE; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 12 TO THE NORTH LINE OF LOT 12; THENCE EAST ALONG THE NORTH LINE OF LOT 12 TO THE WESTERLY RIGHT OF WAY OF LEHIGH AVENUE, IN THE SUBDIVISION OF LOTS 1 AND 2 IN BLOCK 1 IN SAID MORTON GROVE; THENCE NORTHWESTERLY ALONG THE WESTERLY RIGHT OF WAY LINE OF LEHIGH AVENUE TO THE SOUTHERLY RIGHT OF WAY LINE OF LINCOLN AVENUE IN SAID SUBDIVISION; THENCE NORTHWESTERLY ALONG THE SOUTHERLY LINE OF LINCOLN AVENUE IN SAID SUBDIVISION AND SOUTHERLY LINE OF LINCOLN AVENUE IN AFORESAID BLOCK 1 IN MORTON GROVE, TO THE EAST LINE OF LINCOLN AVENUE, AS MONUMENTED AND OCCUPIED, IN LOT 45 IN AFORESAID COUNTY CLERK'S DIVISION, EXTENDED SOUTH; THENCE NORTH ALONG THE SAID EAST LINE OF LINCOLN AVENUE AND EXTENSIONS TO THE INTERSECTION WITH THE WEST RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD; THENCE NORTHERLY ALONG THE SAID WEST RIGHT OF WAY LINE TO THE PLACE OF BEGINNING, (EXCEPTING THEREFROM ALL OF THE SUBDIVISION OF PART OF LOT 45 AND PART OF LOT 40 OF COUNTY CLERK'S DIVISION IN SECTIONS 19 AND 20, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN), ALL IN COOK COUNTY, ILLINOIS.

**EXHIBIT B**

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

**LEGAL DESCRIPTION**

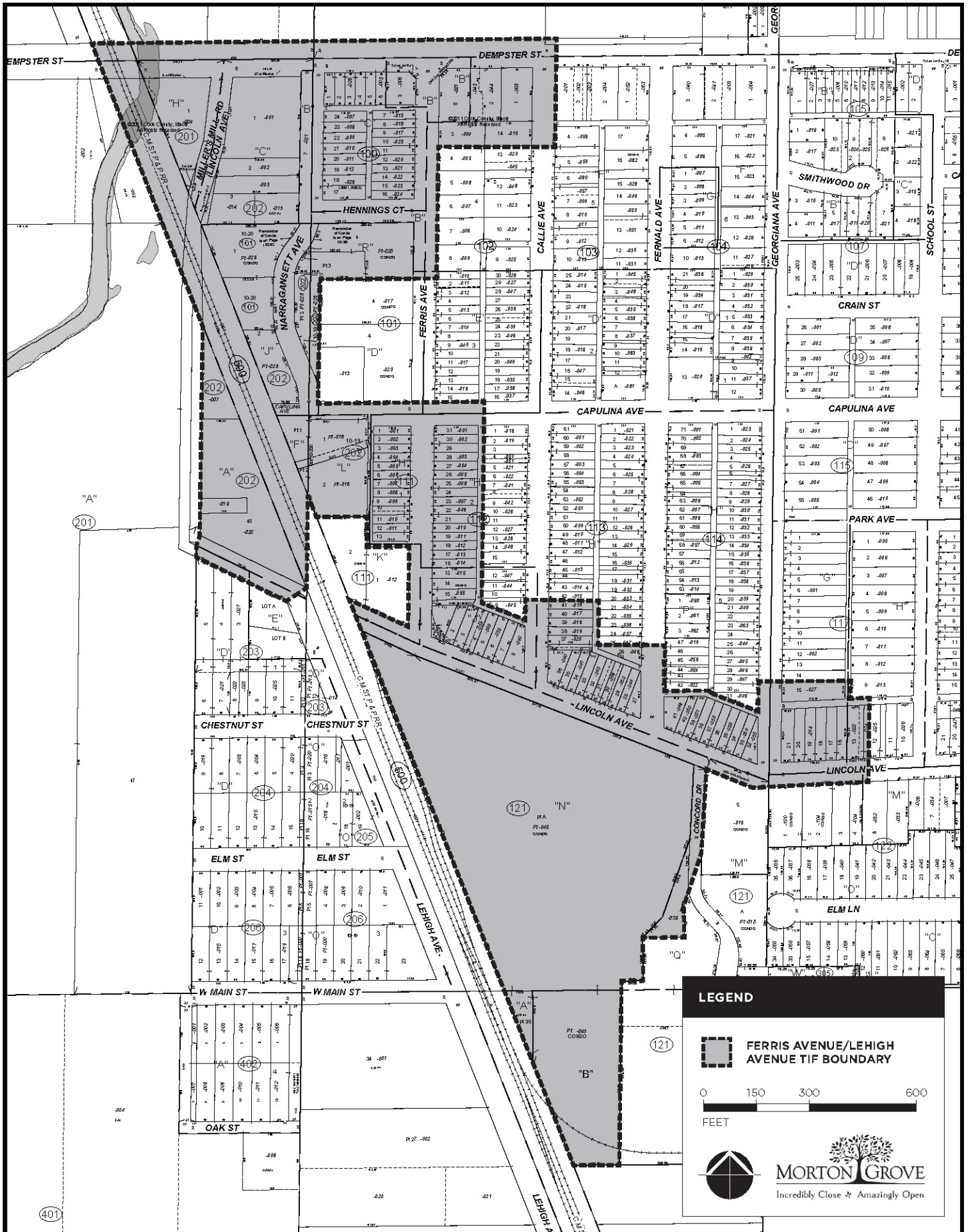
EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

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

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

**EXHIBIT C**

**MAP OF FIRST AMENDED REDEVELOPMENT PROJECT AREA FOR THE  
VILLAGE OF MORTON GROVE FERRIS AVENUE/LEHIGH AVENUE TAX  
INCREMENT FINANCING DISTRICT**



# FERRIS AVENUE/LEHIGH AVENUE TIF - 1<sup>ST</sup> AMENDMENT

STATE OF ILLINOIS                    )  
  ) SS  
COUNTY OF COOK                    )

**CERTIFICATION OF ORDINANCE AND MINUTES**

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Morton Grove, Cook County, Illinois (the “*Village*”), and that as such official I am the keeper of the records and files of the President and Trustees of the Village (the “*Corporate Authorities*”).

I do further certify that the foregoing is a full, true and complete transcript of that portion of the minutes of the meeting of the Corporate Authorities held on the 25th day of October 2021, insofar as same relates to the adoption of an ordinance entitled:

**AMENDING THE REDEVELOPMENT PROJECT AREA AND THE  
REDEVELOPMENT PLAN AND PROJECTS OF THE FERRIS AVENUE/LEHIGH  
AVENUE REDEVELOPMENT PROJECT AREA TO REMOVE CERTAIN PARCELS  
OF PROPERTY FROM THE REDEVELOPMENT PROJECT AREA**

a true, correct and complete copy of which said ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Corporate Authorities on the adoption of said ordinance were conducted openly, that the vote on the adoption of said ordinance was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice; that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Corporate Authorities at least 48 hours in advance of the holding of said meeting and was continuously made available for viewing for at least the 48 hour period in advance of the holding of the meeting; that said agenda described or made specific reference to said ordinance; that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and the Illinois Municipal Code, as amended, and that the Corporate Authorities have complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Corporate Authorities.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the Village, this 25th day of October 2021.

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

(SEAL)

## Legislative Summary

### Ordinance 21-09

#### AN ORDINANCE OF THE VILLAGE OF MORTON GROVE APPROVING THE REDEVELOPMENT PLAN AND PROJECT FOR THE LINCOLN/LEHIGH REDEVELOPMENT PROJECT AREA

<b>Introduced:</b>	October 11, 2021
<b>Purpose:</b>	To approve a redevelopment plan and project area for the Lincoln/Lehigh TIF District within the municipal boundaries of the Village.
<b>Background:</b>	<p>The area at Lincoln and Lehigh Avenues, located adjacent to the Morton Grove Metra Station, has not experienced significant growth and redevelopment through investment by private enterprise and is not reasonably anticipated to continue to produce property taxes comparable to other redeveloped areas in the Village. The Village therefore considered designating the area as a “Redevelopment Project Area” (“RPA”) or “TIF District” as contemplated by 65 ILCS 5/11-74.4-1 et seq. (the “TIF Act”). On June 28, 2021, pursuant to Resolution 21-39, the Village engaged the firm of Kane McKenna and Associates (“KMA”) to conduct an eligibility study and a Housing Impact Study for the proposed RPA. KMA prepared an eligibility survey and concluded the proposed Redevelopment Project Area qualifies as a “Redevelopment Project Area” as defined in the TIF Act. KMA also prepared a Plan and Project, which has been available for public inspection since on or before July 9, 2021. The Plan and Project was considered and recommended to be approved by the Joint Review Board (“JRB”) on August 26, 2021 and was also considered at a public hearing on September 27, 2021, pursuant to proper notice as required by the TIF Act. The Corporate Authorities have reviewed the Plan and Project, the JRB’s recommendation, and the information presented at the public hearing and concur with the findings, conclusions, and recommendations of the report prepared by KMA including that: at least the minimum requirements for a finding of conservation area are present in the proposed RPA, private investment in the proposed RPA has not and will not occur without the adoption of the proposed Plan; contiguous parcels in the proposed RPA would be substantially benefited by the proposed Project improvements; and the proposed Plan and Project conform to the Comprehensive Plan of the Village. This is the first of three ordinances required to create the Lincoln/Lehigh TIF District and will adopt and approve the Plan and Project for the Lincoln/Lehigh Redevelopment Project Area.</p>
<b>Programs, Departments or Groups Affected</b>	Administration, Legal, Finance, and Community and Economic Development Departments
<b>Fiscal Impact:</b>	None at this time
<b>Source of Funds:</b>	N/A
<b>Workload Impact:</b>	The Village Administrator, Community Development Administrator, Corporation Counsel, and Finance Director will take all steps necessary to implement this Ordinance as part of their normal workload.
<b>Administrator Recommendation:</b>	Approval as presented
<b>Second Reading:</b>	October 25, 2021
<b>Special Considerations or Requirements:</b>	None

Submitted by: Ralph E. Czerwinski, Village Administrator  
Reviewed by: Teresa Hoffman Liston, Corporation Counsel  
Prepared by: Zoe Heidorn, Community Development Administrator

**VILLAGE OF MORTON GROVE**

**COOK COUNTY, ILLINOIS**

**ORDINANCE NO. 21-09**

**AN ORDINANCE OF THE VILLAGE OF MORTON GROVE  
APPROVING THE REDEVELOPMENT PLAN AND PROJECT FOR THE  
LINCOLN/LEHIGH REDEVELOPMENT PROJECT AREA**

**ADOPTED BY THE PRESIDENT AND  
BOARD OF TRUSTEES OF THE  
VILLAGE OF MORTON GROVE  
THIS 25<sup>th</sup> DAY OF OCTOBER 2021**

Published in pamphlet form  
by authority of the President  
and Board of Trustees of the  
Village of Morton Grove, Cook  
County, Illinois this 25th day  
of October 2021

**ORDINANCE NO. 21-09**

**AN ORDINANCE OF THE VILLAGE OF MORTON GROVE  
APPROVING THE REDEVELOPMENT PLAN AND PROJECT FOR THE  
LINCOLN/LEHIGH REDEVELOPMENT PROJECT AREA**

WHEREAS, it is desirable and in the best interest of the citizens of the Village of Morton Grove, Cook County, Illinois (the “Village”), for the Village to implement tax increment allocation financing pursuant to the Tax Increment Allocation Redevelopment Act, Division 74.4 of Article 11 of the Illinois Municipal Code, as amended (the “Act”), for a proposed redevelopment project area known as the Lincoln/Lehigh Redevelopment Project Area within the municipal boundaries of the Village (the “Area”), which Area constitutes in the aggregate more than one and one-half acres, as described in this Ordinance, to be developed pursuant to a proposed “redevelopment plan” (as that term is defined in the Act) (the “Plan”), which includes a proposed “redevelopment project” (as that term is defined in the Act) (the “Project”) and is attached hereto as Exhibit D; and

WHEREAS, pursuant to Section 11-74.4-6(e) of the Act, the President and Trustees of the Village (“Corporate Authorities”) on June 28, 2021, adopted a Resolution calling a public meeting on July 21, 2021, for the purpose of advising the public, taxing districts, having real property in the Area, taxpayers who own property in the Area, and residents in the surrounding areas of the Village’s plans to adopt the proposed Plan and Project; and

WHEREAS, due notice with respect to such meeting was given pursuant to Section 11-74.4-6(e) of the Act, said notice being given to taxing districts and registered interested parties by certified mail and residential addresses and taxpayer addresses by regular mail on June 29, 2021; and

WHEREAS, the duly noticed public meeting began and was concluded on July 21, 2021; and



WHEREAS, pursuant to Section 11-74.4-5 of the Act, the Corporate Authorities on August 9, 2021, adopted a Resolution proposing the establishment of the Area and calling a public hearing concerning approval of the Plan and Project, designation of the Area as a redevelopment project area under the Act, and adoption of Tax Increment Allocation Financing within the Area pursuant to the Act for September 27, 2021; and

WHEREAS, due notice with respect to such hearing was given pursuant to Section 11-74.4-5 of the Act, said notice being given to taxing districts and to the Department of Commerce and Economic Opportunity of the State of Illinois by certified mail on August 11, 2021, by first class mail to residential addresses located outside the Area and within 750 feet of the boundaries of the Area on August 11, 2021, by publication in the Pioneer Press newspaper on September 2, 2021 and September 9, 2021, and by first class mail to taxpayers within the Area on September 13, 2021; and

WHEREAS, the duly noticed public hearing began and was concluded on September 27, 2021; and

WHEREAS, the Village has heretofore convened a joint review board (the “Board”) meeting on August 26, 2021, at the time and location described in such notice, for the purpose of reviewing the Plan and Project, as required by and in all respects in compliance with the provisions of the Act; and

WHEREAS, on August 26, 2021, the Board did submit by resolution an advisory, non-binding recommendation to the Village of Morton Grove that the Plan and Project should be approved and that the Lincoln/Lehigh Redevelopment Project Area satisfies the requirements of the Plan and fulfills the objectives of the Act; and

WHEREAS, the Corporate Authorities have reviewed the Plan and Project, the Board recommendation, the information concerning such factors presented at the public hearing and have

reviewed other studies and are generally informed of the conditions in the proposed Area that support qualification of the Area as a “conservation area” as set forth under the Act; and are generally informed of the conditions existing in the Area; and

WHEREAS, the Corporate Authorities have reviewed the conditions pertaining to lack of private investment in the proposed Area to determine whether private development would take place in the proposed Area as a whole without the adoption of the proposed Plan; and

WHEREAS, the Corporate Authorities have reviewed the conditions pertaining to real property in the proposed Area to determine whether contiguous parcels of real property and improvements thereon in the proposed Area would be substantially benefited by the proposed Project improvements; and

WHEREAS, the Corporate Authorities have reviewed the proposed Plan and Project and also the existing comprehensive plan for development of the Village as a whole to determine whether the proposed Plan and Project conform to the comprehensive plan of the Village.

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

#### **SECTION 1: Recitals.**

The forgoing recitals are true, correct, a material part of this Ordinance and are incorporated into this Section as if they were fully set forth in this Section.

#### **SECTION 2: Findings.**

The Corporate Authorities of the Village of Morton Grove hereby make the following findings:

a. The Area is legally described in Exhibit A attached hereto and incorporated herein as if set out in full by this reference. The general street location for the Area is described in Exhibit B attached hereto and incorporated herein as if set out in full by this reference. The map

of the Area is depicted on Exhibit C attached hereto and incorporated herein as if set out in full by this reference.

b. There exist conditions that cause the Area to be subject to designation as a redevelopment project area as a “conservation area” under the Act.

c. The proposed Area on the whole has not been subject to growth and development through investment by private enterprise and would not be reasonably anticipated to be developed without the adoption of the Plan, the designation of the Area as a redevelopment project area under the Act and the approval of tax increment financing for the Area.

d. The Plan and Project conform to the comprehensive plan for the development of the Village as a whole, as reflected in the Village’s zoning map.

e. The Redevelopment Plan and Project for the Area establishes an estimated date for final completion that is not later than December 31<sup>st</sup> of the year in which the payment to the municipal treasurer is to be made with respect to ad valorem taxes levied in the 23rd calendar year after the year in which the Ordinance approving the Redevelopment Project Area was adopted.

f. The Redevelopment Plan and Project for the Area establishes an estimated date for retirement of obligations incurred to finance Redevelopment Project Costs that is not later than December 31<sup>st</sup> of the year in which the payment to the municipal treasurer is to be made with respect to ad valorem taxes levied in the 23rd calendar year after the year in which the Ordinance approving the Redevelopment Project Area was adopted.

g. The parcels of real property in the proposed Area are contiguous, and only those contiguous parcels of real property and improvements thereon will be substantially benefited by the proposed Project improvements are included in the proposed Area.

h. The Redevelopment Plan and Project for the Area do not provide for the removal of any inhabited residential units.

### **SECTION 3: Plan and Project Approved.**

The Plan and Project, which were the subject matter of the public hearing held on September 27, 2021, are hereby adopted and approved. A copy of the Plan and Project approved by this Ordinance is set forth in Exhibit D attached hereto and incorporated herein as if set out in full by this reference.

### **SECTION 4: Invalidity of Any Section.**

If any section, paragraph, or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this Ordinance.

### **SECTION 5: Superseder and Effective Date.**

All ordinances, resolutions, motions, or orders in conflict herewith shall be, and the same hereby are, repealed to the extent of such conflict, and this Ordinance shall be in full force and effect immediately upon its passage by the Corporate Authorities and approval as provided by law. This Ordinance shall subsequently be published in pamphlet form.

### **ATTACHMENTS:**

**EXHIBIT A** – Legal Description of the Lincoln/Lehigh Redevelopment Project Area

**EXHIBIT B** – General Street Location of the Lincoln/Lehigh Redevelopment Project Area

**EXHIBIT C** – Map of the Lincoln/Lehigh Redevelopment Project Area

**EXHIBIT D** – Lincoln/Lehigh Redevelopment Plan and Project

PASSED this 25th day of October 2021.

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

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

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

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

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

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

APPROVED by me this 25th day of October 2021:

\_\_\_\_\_  
Daniel P. DiMaria, Village President

ATTEST:

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

## **EXHIBIT A**

### **LEGAL DESCRIPTION OF THE LINCOLN/LEHIGH REDEVELOPMENT PROJECT AREA**

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

BEGINNING AT THE POINT OF INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD AND THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 20; THENCE WEST ALONG SAID SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 20 TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF LEHIGH AVENUE; THENCE SOUTHEASTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF LEHIGH AVENUE TO A POINT OF INTERSECTION WITH THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 27 IN COUNTY CLERK'S DIVISION OF SAID SECTION 20 AND THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 19; THENCE WEST ALONG SAID EASTERLY EXTENSION AND THE SOUTH LINE OF LOT 27 IN COUNTY CLERK'S DIVISION TO A POINT ON THE WEST LINE OF SAID SECTION 20; THENCE NORTH ALONG SAID WEST LINE OF SECTION 20 TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF OAK STREET, SAID SOUTH RIGHT OF WAY LINE OF OAK STREET ALSO BEING THE SOUTH LINE OF MORTON GROVE SUBDIVISION, AS RECORDED AUGUST 16, 1895; THENCE WEST ALONG SAID SOUTH RIGHT OF WAY LINE OF OAK STREET TO A POINT ON THE WEST LINE OF SAID MORTON GROVE SUBDIVISION IN THE SOUTHEAST QUARTER OF SAID SECTION 19, SAID WEST LINE ALSO BEING THE WEST LINE OF THE EAST 10 ACRES OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 19; THENCE NORTH ALONG SAID WEST LINE OF THE EAST 10 ACRES TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 19, SAID SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 19 ALSO BEING THE CENTERLINE OF WALNUT STREET; THENCE EAST ALONG SAID SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 19 TO A POINT ON THE WEST LINE OF SAID MORTON GROVE SUBDIVISION IN THE NORTHEAST QUARTER OF SAID SECTION 19; THENCE NORTH ALONG SAID WEST LINE OF MORTON GROVE SUBDIVISION TO A POINT ON THE NORTH LINE OF THE SOUTH 120 FEET OF LOTS 6, 7, 8, 9, 10 AND 11 IN BLOCK 1 IN SAID MORTON GROVE SUBDIVISION; THENCE EAST ALONG THE SAID NORTH LINE OF THE SOUTH 120 FEET TO A POINT ON THE WEST LINE OF LOT 12 IN SAID MORTON GROVE SUBDIVISION; THENCE NORTH ALONG SAID WEST LINE OF LOT 12 TO A POINT ON THE NORTH LINE OF SAID LOT 12; THENCE EAST ALONG SAID NORTH LINE OF LOT 12 TO A POINT ON THE WESTERLY RIGHT OF WAY OF LEHIGH AVENUE; THENCE NORTHWESTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE OF LEHIGH AVENUE TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF LINCOLN AVENUE; THENCE NORTHEASTERLY ALONG A LINE TO A POINT OF INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF SAID LINCOLN AVENUE AND THE EAST LINE

OF SAID SECTION 19; THENCE NORTH ALONG SAID EAST LINE OF SECTION 19 TO A POINT OF INTERSECTION WITH SAID EASTERLY RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD; THENCE SOUTHEASTERLY ALONG SAID EASTERLY RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD TO THE POINT OF BEGINNING.

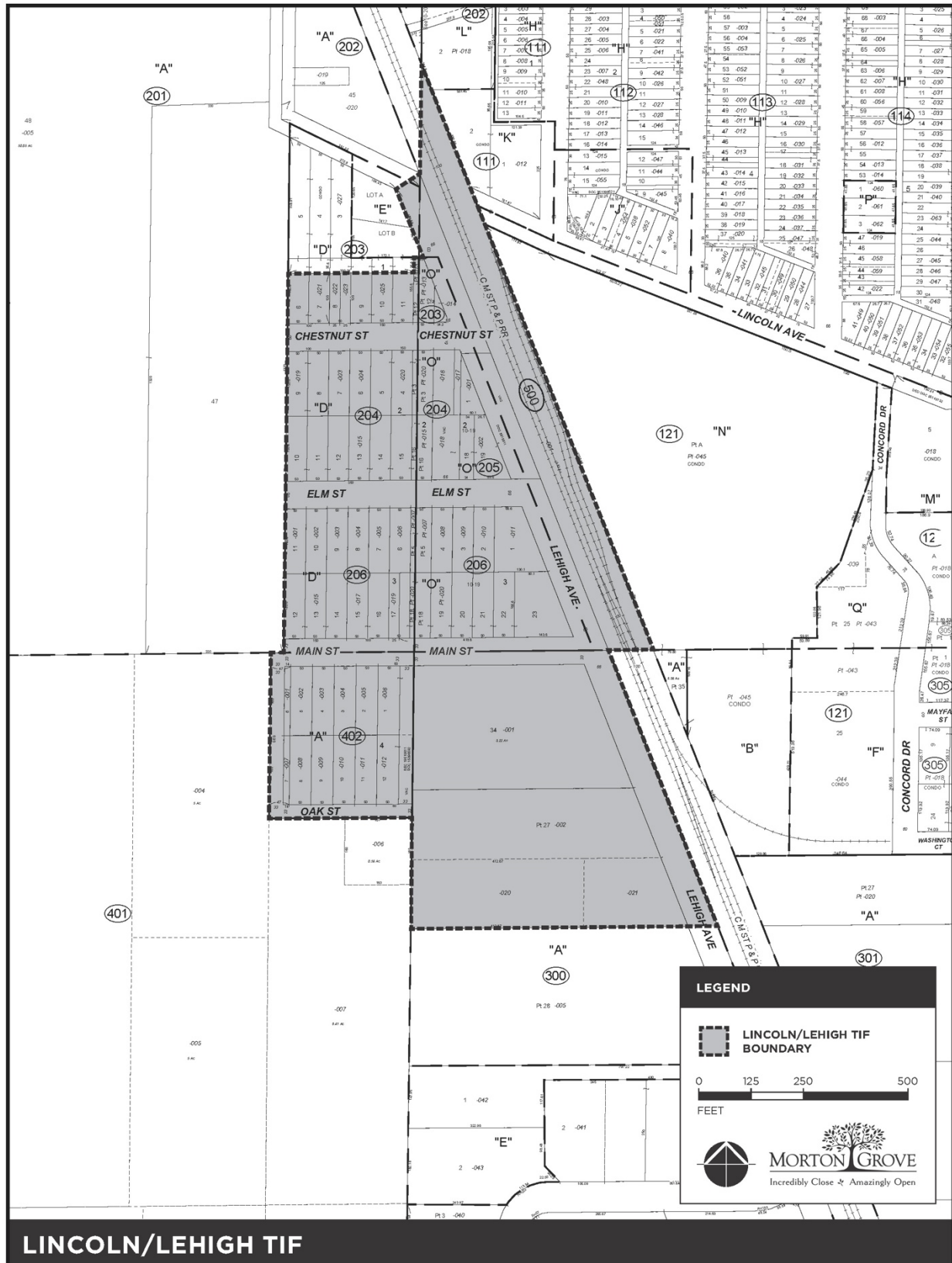
## **EXHIBIT B**

### **GENERAL STREET LOCATION OF THE LINCOLN/LEHIGH REDEVELOPMENT PROJECT AREA**

The Lincoln/Lehigh Redevelopment Project Area generally includes the area situated between Lehigh Avenue to east and Nagle Avenue to the west, and between Chestnut Street to the north and the approximate continuation of Madison Court to the south.



## MAP OF THE LINCOLN/LEHIGH REDEVELOPMENT PROJECT AREA



**EXHIBIT D**

**REDEVELOPMENT PLAN AND PROJECT FOR THE LINCOLN/LEHIGH  
REDEVELOPMENT PROJECT AREA**

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**VILLAGE OF MORTON GROVE  
LINCOLN/LEHIGH TIF DISTRICT/REDEVELOPMENT PROJECT AREA  
REDEVELOPMENT PLAN AND PROJECT**

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**Prepared By:**

**Kane, McKenna and Associates, Inc., and The Village of Morton Grove, Illinois**

**Prepared For:**

**The Village of Morton Grove, Illinois**

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**October, 2021**

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## **LIST OF EXHIBITS**

Exhibit A	-	Boundary Map
Exhibit B	-	Legal Description
Exhibit C	-	TIF Qualification Report
Exhibit D	-	Existing Land Use Map
Exhibit E	-	Future Land Use Map
Exhibit F	-	Housing Impact Study

## **I. INTRODUCTION**

The Village of Morton Grove (the “Village”) is located in Cook County, Illinois, and serves a population of approximately 25,300 residents (U.S. Census Bureau 2020 Census Population). It is an established community located approximately 15 miles northwest of downtown Chicago.

In this report, the Village of Morton Grove establishes a tax increment financing (“TIF”) redevelopment plan and project (the “Plan” or “TIF Redevelopment Plan”) to assist an area in overcoming a number of development barriers. Kane, McKenna and Associates, Inc. (KMA) has been retained by the Village to conduct an analysis of the potential qualification and designation of the area as a redevelopment project area (“RPA” or “TIF District”), and to assist the Village in drafting this TIF Redevelopment Plan. In accordance with requirements set forth in the Act, the Village of Morton Grove also prepared a Housing Impact Study as part of this plan (refer to Exhibit F).

**TIF Plan Requirements.** The Village is completing this Plan as required by the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as amended (the “Act” or “TIF Act”). To establish a redevelopment project area, Illinois municipalities must adopt several documents, including a TIF Redevelopment Plan and Project, and an Eligibility Report.

The Act enables Illinois municipalities to establish redevelopment areas either to eliminate the presence of blight or to prevent its onset. The Act finds that municipal TIF authority serves a public interest so as to: “promote and protect the health, safety, morals, and welfare of the public, that blighted conditions need to be eradicated and conservation measures instituted, and that redevelopment of such areas be undertaken; that to remove and alleviate adverse conditions it is necessary to encourage private investment and restore and enhance the tax base of the taxing districts in such areas by the development or redevelopment of project areas” (65 ILCS 5/11-74.4-2(b)).

By definition, a “Redevelopment Plan” means the comprehensive program of the municipality for development or redevelopment intended by the payment of redevelopment project costs to reduce or eliminate those conditions the existence of which qualify the redevelopment project area as a “blighted area,” “conservation area” (or combination thereof), or “industrial park conservation area,” and thereby to enhance the tax bases of the taxing districts which extend into the redevelopment project area as set forth in the Tax Increment Allocation Redevelopment Act.

**Community Background.** The Village of Morton Grove is a western member of Chicago's “north shore” suburban communities. It is bordered by the Village of Niles on the south and west, the Villages of Glenview and Golf on the north, and the Village of Skokie on the east. Morton Grove formally incorporated on December 24, 1895.

While the Village is largely a single-family residential community, it also encompasses a significant industrial base, with mixed-use commercial areas located primarily along arterial street corridors, including Waukegan Road, Dempster Street, Lincoln Avenue, and Oakton Street. The

Village's industrial areas and commercial corridors feature a mix of small, family-owned businesses and national firms.

The Village's location as an inner-ring suburb provides it with valuable connections to regional, national, and international transportation networks. The Village is situated immediately west of the Edens Expressway (Interstate 94), is proximate to major arterials such as Interstates 90/94 and 294, and is approximately ten miles from Chicago O'Hare International Airport. The Village is also served by Metra rail service (Milwaukee North commuter line) and a Metra commuter rail station located within the Village, a forthcoming Pace Pulse rapid transit bus route, and Pace bus and paratransit connections to surrounding suburbs, the City of Chicago, and O'Hare Airport.

In addition to excellent transportation assets, the Village has many desirable quality of life amenities. Forest preserves owned and operated by the Forest Preserve District of Cook County (FPDCC) bisect the community and account for approximately 20 percent of the total land area within the Village. Morton Grove's connection to this regional open space network provides the community with direct access to over 400 acres of forest preserves. The Village is also bisected by the FPDCC's North Branch Trail System, which offers paved and unpaved trails along approximately 20 miles of the North Branch of the Chicago River.

The Village is an "established" community, with little remaining vacant land. Thus, given limited opportunities for new development, the Village is focusing attention on redevelopment that will maintain and increase the local tax base and non-residential revenues, including sales taxes, for the community. The proposed redevelopment project area includes vacant or underutilized property with the potential for commercial, residential, and mixed-use redevelopment. Future redevelopment will build upon surrounding uses and leverage existing transportation and quality of life assets. The Village plans to achieve its redevelopment goals and objectives for the project area, in part, through the use of tax increment financing. These redevelopment goals and objectives are outlined in Section III.

#### **A. The Proposed TIF District**

The area discussed in this TIF Redevelopment Plan is the proposed Lincoln/Lehigh TIF District or Redevelopment Project Area ("RPA"). The RPA consists of approximately twenty-eight (28) acres of land, contains forty-eight (48) tax parcels, and is improved with approximately seventeen (17) buildings, including the Metra commuter rail station. The majority of the parcels in the proposed RPA are situated between Lehigh Avenue to east and Nagle Avenue to the west, and between Chestnut Street to the north and the approximate continuation of Madison Court to the south. A boundary map of the RPA is attached as Exhibit A. The RPA is legally described in Section II herein.

The proposed RPA is a strategically important area for the Village. The area is anchored by the Morton Grove Metra commuter rail station, includes property within one of Morton Grove's oldest mixed-use neighborhoods, and incorporates an industrial area facing increasing obsolescence, underuse, and vacancy. Despite the potential to leverage certain key advantages, including mass

transit service, direct access to Cook County Forest Preserves, and proximity to regional arterials, the RPA has not benefitted from broad-scale redevelopment.

An area abutting and overlapping the proposed RPA to the northeast has been a priority for Village redevelopment efforts since 1999, when the Village established the Lehigh/Ferris TIF District to promote the orderly redevelopment of property surrounding the Lehigh Avenue and Ferris Avenue corridors. Redevelopment activities within the Lehigh/Ferris TIF District have been guided by the Lehigh/Ferris Subarea Plan, which was adopted in 2002 and revised as a Framework Plan in 2009. While many of the objectives and recommendations established in the Framework Plan remain relevant to the area, shifting market conditions and Village priorities have caused portions of the Plan to require reevaluation.

While redevelopment within the Lehigh/Ferris TIF District has included multi-family residential and commercial uses, redevelopment and private investment have not extended to the proposed RPA, where property continues to suffer from various redevelopment impediments. The existence of certain building and site improvement conditions within the RPA, along with changing commercial and industrial market conditions, have contributed to the emergence of certain qualification factors as defined by the Tax Increment Allocation Redevelopment Act, such as deterioration, obsolescence, deleterious layout, inadequate utilities, and lack of community planning. These impediments to economic development, as defined under the TIF Act, are documented and discussed in the TIF Qualification Report, attached as Exhibit C.

On balance, the combination of these factors may not only limit potential for private reinvestment within and around the RPA but may also serve to advance economic decline of the area as a whole. This is because these conditions negatively impact coordinated and substantial private sector reinvestment in the overall RPA. Without the use of Village planning and economic development resources to address certain issues, potential redevelopment activities are not likely to be economically feasible. These factors potentially weaken the likelihood for redevelopment opportunities, limiting employment and contributing to a lack of future investment in the area.

If there is coordination of redevelopment efforts by the Village using the TIF Act, the RPA will become far better positioned for redevelopment opportunities that meet new market conditions and trends. Accordingly, under this Redevelopment Plan and Project, and as part of its comprehensive economic development planning, the Village intends to attract and encourage retail, commercial, and multi-family residential developers and tenants to locate, upgrade, expand, and modernize facilities within the Village. Through the establishment of the RPA, the Village will implement a program to redevelop properties within the RPA. In so doing, it intends to stabilize the area, extend benefits to the entire community, and assist affected taxing districts over the long term.

## **B. Rationale for the Redevelopment Plan**

The Village recognizes the need for implementation of a strategy to revitalize existing properties within the boundaries of the RPA, as well as to stimulate and enhance new commercial, retail, residential, and mixed-use redevelopment. The ability to respond to marketplace demands is a key component of the Village's strategy to promote private redevelopment within strategically critical



areas of the Village. The requisite private investment will likely only be stimulated in the RPA if tax increment financing (TIF) is adopted pursuant to the TIF Act, since incremental property tax revenue generated by the redevelopment will play a decisive role in encouraging private redevelopment. Existing conditions, such as those associated with properties and site improvements located within the RPA, that may have precluded intensive private reinvestment in the past, will be eradicated. Ultimately, the implementation of the Redevelopment Plan and Project detailed herein will benefit the Village and all the associated taxing districts, in the form of a stabilized and significantly expanded tax base.

The designation of the area as a Redevelopment Project Area will allow the Village to address deficiencies within the RPA by taking the following steps:

- Establishing a pattern of up-to-date residential, mixed-use, and retail/commercial land uses that will increase property valuations and address evolving market trends, especially as such uses are responsive to market conditions and complement adjacent uses;
- Providing roadway, traffic, and other site improvements within the area;
- Entering into redevelopment agreements in order to facilitate and guide the redevelopment and adaptive re-use of underutilized and obsolete properties;
- Improving area appearance through removal, reconstruction, and renovation of obsolete structures and distressed conditions, and undertaking modern landscape, streetscape, and signage programs;
- Coordinating land assembly in order to provide sites for more modern redevelopment plans; and
- Providing infrastructure that is adequate in relation to redevelopment plans.

The area, on the whole, would not reasonably be anticipated to be redeveloped in a coordinated manner without the adoption of this Redevelopment Plan and Project. The Village has prepared the Redevelopment Plan and Project to utilize tax increment financing in order to address area needs and to meet the Village's redevelopment goals and objectives.

The adoption of this Redevelopment Plan and Project makes possible the implementation of a comprehensive program for the economic redevelopment of the RPA. By means of public investment, the Village will strengthen the RPA, thus setting the stage for attracting private capital for redevelopment. This, in turn, will lead to the retention, expansion, and attraction of commercial, retail, residential, and mixed-use development into the Village in general, and the RPA in particular.

Pursuant to the Act, the RPA includes only those contiguous parcels of real property and improvements, thereon, substantially benefited by the redevelopment project. Also pursuant to the Act, the area is not less in the aggregate than 1½ acres.

Through this Redevelopment Plan and Project, the Village will serve as the central force for marshaling the assets and energies of the private sector for a unified, deliberate, and cooperative public-private redevelopment effort. Ultimately, implementation of the Redevelopment Plan and Project will benefit the taxing districts serving the RPA, the property owners, residents, and businesses located within and surrounding the RPA, and the Village as a whole.

### **C. Village Findings**

The Village, through legislative actions as required by the Act, finds:

- That the RPA, as a whole, has not been subject to growth and development through investment by private enterprise;
- That in order to promote and protect the health, safety, and welfare of the public, certain conditions that have adversely affected redevelopment within the RPA need to be addressed, and that redevelopment of the RPA must be undertaken;
- To alleviate the adverse conditions, it is necessary to encourage private reinvestment and stabilize and enhance the tax base in the RPA for the benefit of the taxing districts through redevelopment of the RPA;
- That public/private partnerships are determined to be necessary in order to achieve development goals;
- That the Redevelopment Plan and Project conforms to the Village's Comprehensive Plan Update (including any amendments thereto);
- That without the development focus and resources provided for under the Act, and as set forth in this Plan, redevelopment and growth is not reasonably expected to be achieved; and
- That the use of incremental tax revenues derived from the tax rates of various taxing districts in the RPA for the payment of redevelopment project costs is of benefit to the taxing districts, because the taxing districts would not derive the benefits of an increased assessment base without addressing the coordination of redevelopment.

It is further found that, as of April 29, 2021, twenty-two (22) inhabited residential units were present within the RPA. While displacement of inhabited residential units is not anticipated or proposed by the Village or the Redevelopment Plan, over the 23-year life of the RPA, the Village cannot certify that displacement of ten (10) or more inhabited residential units will not occur.

Therefore, in accordance with requirements set forth in the Act, a housing impact study is a required element of this Redevelopment Plan, and is presented in Exhibit F.

The redevelopment activities that will take place within the RPA will produce benefits that are reasonably distributed throughout the RPA. Redevelopment of the RPA area is tenable only if a portion of the improvements and other costs are funded by TIF.

## **II. REDEVELOPMENT PROJECT AREA LEGAL DESCRIPTION**

The Redevelopment Project Area legal description is attached in Exhibit B.

### **III. REDEVELOPMENT PROJECT AREA GOALS AND OBJECTIVES**

The Village has established certain economic development goals, objectives, and strategies which would determine the kinds of activities to be undertaken within the proposed TIF District. These efforts would conform to and promote the achievement of land use objectives in the Village's Comprehensive Plan. The Village's primary planning document is the Comprehensive Plan, which describes the overall vision for the Village and is the foundation for Village incentives, such as the proposed TIF District. This overarching planning document influences all other Village planning efforts, such as the TIF planning process.

#### **Comprehensive Plan Land Use Goals and Objectives**

The Village currently utilizes its 1999 Comprehensive Plan Update ("Comprehensive Plan Update"), which establishes a general framework for improvement and development within Morton Grove, consistent with the Plan's community-wide vision statement, goals, and objectives. The Comprehensive Plan Update also provides recommendations for improvements and development for key target areas within the Village through specific Target Area Plans.

The Comprehensive Plan Update states that "there will continue to be demand for new residential, commercial, and industrial development within the community in the future. New development will most likely entail replacement of older existing uses and/or the redevelopment of marginal and deteriorated properties." Among its goals, the Comprehensive Plan Update includes: "A housing stock and living environment which supports the local population, attracts new families, and enhances the overall quality and character of the community." Pursuant to this vision, a principal objective is to "encourage the development of high-quality new housing, including compatible and appropriately located townhouses, condominiums, and apartments."

The Comprehensive Plan Update identifies policies for improving existing commercial areas and promoting new commercial and mixed-used development. The Plan identifies "special development areas" that "should eventually be redeveloped for attractive mixed uses, possibly including residential, commercial, and public uses."

One of the special commercial development areas identified in the Comprehensive Plan Update and included as one of the Target Area Plans is the Lehigh/Ferris Target Area. The Lehigh/Ferris Target Area is divided into the Ferris Avenue Subarea, which is east of the rail tracks, and the Lehigh Avenue Subarea, which is west of the rail tracks. The Ferris Avenue Subarea has already experienced some redevelopment around the Metra commuter rail station as part of the Village's efforts toward transit-oriented development.

The Lehigh Avenue Subarea located west of the rail tracks includes a mix of commercial, residential, and industrial uses, some of which are characterized by deterioration and underutilization, and which, because of the age and condition of many properties, could be subject to redevelopment. The development recommendations for the Lehigh Avenue Subarea reflect that "the Village should promote redevelopment of the small industrial properties in the Lehigh Avenue Subarea with planned and coordinated new residential development. The proximity of the

commuter station and the Forest Preserve, coupled with the removal of existing industrial uses, could create an attractive new residential environment.” Additionally, “it is recommended that the marginal industrial properties north of Main Street and west of the railroad be acquired, cleared and made available for more appropriate “transit-oriented development,” possibly including a mix of residential and commercial uses.”

The following objectives are presented for the RPA in accordance with the Village’s Comprehensive Plan Update (including any amendments thereto), which is considered the Village’s comprehensive planning process, and other relevant planning efforts (any amendments thereto). These objectives are consistent with the Comprehensive Plan Update and support the realization of the Plan’s long-term goals and vision.

**A.     Redevelopment Objectives of the Village**

- 1)     Undertake promotional activities which depict the Village as a highly accessible and viable location for commercial property investment and development.
- 2)     Increase the number and diversity of retail and commercial service businesses within the Village.
- 3)     Define more specific functional roles for each of the commercial areas within the Village.
- 4)     Revitalize and rejuvenate existing commercial areas.
- 5)     Implement plans for the Lehigh/Ferris Avenue Target Area.
- 6)     Upgrade and redevelop Lehigh Avenue as a mixed-use commercial corridor.
- 7)     Initiate programs to improve the condition of older existing commercial buildings and areas.
- 8)     Promote the redevelopment of marginal, obsolete, and vacant properties.
- 9)     Promote creative site and building design and development solutions that can help offset the small site sizes and other constraints present within the commercial areas.
- 10)    Promote convenient access to, and adequate parking in, all commercial areas.
- 11)    Consider the introduction of new housing, entertainment, institutional activities, and other complementary land uses into selected commercial areas.
- 12)    Provide market-oriented redevelopment opportunities for marginally utilized sites.

**B. Specific Objectives for the RPA**

- 1) Promote improvement and enhancement of viable existing commercial buildings, including facades, signage, and structural repairs.
- 2) Promote redevelopment of marginal, deteriorated, and obsolete buildings to new retail/commercial, residential, and mixed uses.
- 3) Improve roadway characteristics in the corridor in order to improve traffic capacity.
- 4) Improve the commuter train station facilities, including the supply and distribution of parking where possible.
- 5) Improve the image and appearance of the corridor where space permits via streetscape, sidewalk improvements, signage, and gateway features.

**C. Redevelopment Objectives for the RPA**

The RPA designation will allow the Village to:

- 1) Assist in coordinating redevelopment activities within the RPA in order to provide a positive marketplace signal and to conform to recent Village planning efforts;
- 2) Reduce or eliminate the negative factors present within the area;
- 3) Accomplish redevelopment over a reasonable time period;
- 4) Provide for high quality public improvement projects within the RPA; and
- 5) Provide for an attractive overall appearance of the area.

The implementation of the Redevelopment Plan and Project will serve to improve the overall quality of properties within the RPA and contribute to the economic health of the Village as a whole.

#### **IV. EVIDENCE OF THE LACK OF DEVELOPMENT AND GROWTH WITHIN THE RPA AND ASSESSMENT OF FISCAL IMPACT ON AFFECTED TAXING DISTRICTS**

##### **A. Evidence of the Lack of Development and Growth Within the RPA**

As documented in Exhibit C of this Plan, the RPA would qualify as a “conservation area” under the TIF Act. Properties within the RPA would not likely experience coordinated redevelopment without the designation of the RPA.

The proposed RPA exhibits various conditions which, if not addressed by the Village, would eventually worsen. For example, structures and site improvements within the RPA reflect excessive vacancies, obsolescence, deterioration, code violations, inadequate utilities, and lack of community planning. These various conditions discourage private sector investment in business enterprises or in redevelopment sites.

##### **B. Assessment of Fiscal Impact on Affected Taxing Districts**

The action taken by the Village to stabilize and encourage growth of its tax base through the implementation of this Redevelopment Plan and Project is expected to have a positive financial impact on the affected taxing districts by arresting and avoiding potential declines in assessed valuations.

Given that there is potential for new retail, commercial, and mixed-use redevelopment, the Village has made allowances in this Redevelopment Plan and Project to provide for distributions to school taxing districts and will follow the guidelines provided by the Act to compensate the school taxing districts at levels dictated by the actual increase in students caused by the redevelopment, as provided by the Act.

To the extent any surplus exists, any resulting surplus Special Tax Allocation Funds will be proportionately shared with the various taxing districts, including the Village, based on their respective tax rates for a given year, after all TIF eligible costs either expended or incurred as an obligation by the Village have been duly accounted for through administration of the Special Tax Allocation Fund to be established by the Village, as provided by the Act. The exception to this provision will be the extent to which the Village utilizes TIF funding to assist in the redevelopment of residential units with the impact described above to the School Districts. In such cases, the Village will provide funds to offset the costs incurred, as prescribed by the Act.



**V. TIF QUALIFICATION FACTORS EXISTING IN THE REDEVELOPMENT PROJECT AREA**

**A. Findings**

The proposed RPA was studied to determine its qualifications under the Tax Increment Allocation Redevelopment Act. It was determined that the area as a whole qualifies as a TIF District under Illinois law based upon conservation area factors. Refer to the TIF Qualification Report, attached as Exhibit C.

**B. Eligibility Survey**

Representatives of KMA and Village staff evaluated the proposed RPA from August 2020 through the date of this Redevelopment Plan and Project. Analysis was aided by certain reports from the Village, interviews with Village staff, photographs, on-site due diligence, and other sources. In KMA's evaluation, recorded information is limited to that which would help make a determination as to the eligibility of the proposed area as a TIF District.

## **VI. HOUSING IMPACT STUDY FINDINGS IN THE REDEVELOPMENT PROJECT AREA**

Amendments to the Act that became effective November 1, 1999, require the preparation of a housing impact study if implementation of a redevelopment plan would result in the displacement of ten or more inhabited residential units or if the redevelopment project area contains seventy-five (75) or more inhabited residential units and the municipality does not certify in the redevelopment plan that the plan will not result in the displacement of ten (10) or more inhabited residential units.

As of April 29, 2021, twenty-two (22) inhabited residential units were present within the RPA. While displacement of inhabited residential units is not anticipated or proposed by the Village or the Redevelopment Plan, over the 23-year life of the RPA, the Village cannot certify that displacement of ten (10) or more inhabited residential units will not occur. Therefore, a housing impact study is a required element of this Redevelopment Plan, and is presented in Exhibit F.

## **VII. REDEVELOPMENT PROJECT**

### **A. Redevelopment Plan and Project Objectives**

The Village proposes to realize its goals and objectives of encouraging the redevelopment of the RPA and encouraging private investment through public finance techniques including, but not limited to, tax increment financing:

- 1) By implementing a plan that provides for the retention and expansion of existing businesses and bolsters the attraction of users to redevelop existing or new structures, as well as vacant or underutilized parcels that are, or may become available, within the RPA.
- 2) By constructing public improvements which may include (if necessary):
  - i. Street and sidewalk improvements (including new street construction, widening of current streets, and multi-use pedestrian and bicycle paths);
  - ii. Utility improvements (including, but not limited to, water, storm water management, flood control and sanitary sewer projects consisting of construction and rehabilitation);
  - iii. Signalization, traffic control, and lighting;
  - iv. Parking improvements (structured and/or grade);
  - v. Landscaping, streetscape, and beautification; and
  - vi. Improve public facilities and institutional uses.
- 3) By entering into redevelopment agreements with developers for qualified redevelopment projects, including (but not limited to) the provision of an interest rate subsidy as allowed under the Act.
- 4) By providing for land assembly, site preparation, environmental remediation (if necessary), clearance, and demolition, including grading and excavation.
- 5) By redeveloping certain buildings or sites through necessary rehabilitation and improvement of structures.
- 6) By exploring and reviewing job training programs in coordination with any Village, federal, state, and county programs.
- 7) By entering into agreements with other public bodies for the development or construction of public facilities and infrastructure.

## **B.     Redevelopment Activities**

Pursuant to the foregoing objectives, the Village will implement a coordinated program of actions, including, but not limited to, site preparation, clearance, acquisition, demolition, construction of public infrastructure and related public improvements, and rehabilitation of existing structures and improvements, if necessary.

### Site Preparation, Clearance, and Demolition

Property within the RPA may be acquired and improved through the use of site clearance, excavation, environmental remediation or demolition prior to redevelopment. The land may also be graded and cleared prior to redevelopment.

### Land Assembly and Relocation

Certain properties or interests in properties in the RPA may be acquired or purchased by private entities. These properties may be assembled and reconfigured into appropriate redevelopment sites. The Village may facilitate private acquisition through reimbursement of acquisition and related costs through the write-down of acquisition costs. Relocation activities may also be undertaken by the Village.

### Public Improvements

The Village may provide public improvements in the RPA to enhance the immediate area and support the Redevelopment Plan and Project. Appropriate public improvements may include, but are not limited to:

- Improvements and/or construction of public utilities including the improvement of water mains as well as flood control and sanitary and storm sewer systems;
- Beautification, identification markers, landscaping, lighting, and signage of public rights-of-way; and
- Construction of new (or rehabilitation of existing) public facilities to allow for the redevelopment of the existing sites for new mixed use or retail/commercial uses, including parking facilities.

### Rehabilitation

The Village may provide for the rehabilitation of certain structures within the RPA in order to provide for the redevelopment of the area and conformance to Village code provisions. Improvements may include exterior and facade related work as well as interior related work.

### Interest Rate Write-Down

The Village may enter into agreements with owners/developers whereby a portion of the interest cost of a construction, renovation or rehabilitation project is paid for on an annual basis out of the Special Tax Allocation fund of the RPA, in accordance with the Act.

### Job Training

The Village may assist facilities and enterprises located within the RPA in obtaining job training assistance. Job training and retraining programs currently available from or through other governments include, but are not limited to:

- Federal programs;
- State of Illinois programs;
- Applicable local vocational educational programs, including community college sponsored programs; and
- Other federal, state, county or non-profit programs that are currently available or will be developed and initiated over time.

### School District Tuition Costs

The Village will provide for the payment of eligible tuition costs as provided for in the TIF Act relating to residential development assisted through TIF funding.

## **C. General Land Use Plan**

Existing land uses generally consist of commercial/retail and institutional uses. Future land uses reflect the objectives of this Redevelopment Plan, which are to enhance the improvement of the RPA as a thriving commercial and mixed-use area, with institutional uses included. Future land uses would include mixed-uses consisting of residential, retail, commercial uses and, and institutional uses. Existing and future land uses are shown in Exhibit D and Exhibit E, attached hereto and made a part of this Plan.

#### **D. Additional Design and Control Standards for Development in the Village**

The appropriate design controls, as set forth in the Village's Comprehensive Plan Update, Unified Development Code (including any amendments thereto) or other relevant codes, shall apply to the RPA.

#### **E. Eligible Redevelopment Project Costs**

Redevelopment project costs include the sum total of all reasonable or necessary costs incurred or estimated to be incurred, as provided in the Act, and any such costs incidental to the Redevelopment Plan and Project. Private investments, which supplement redevelopment project costs, are expected to substantially exceed the redevelopment project costs. Eligible costs permitted under the Act which may be pertinent to this Redevelopment Plan and Project include:

*Professional Service Costs* - Costs of studies and surveys, development of plans and specifications, implementation and administration of the redevelopment plan including, but not limited to, staff and professional service costs for architectural, engineering, legal, marketing, financial, planning, or other special services, provided, however, that no charges for professional services may be based on a percentage of the tax increment collected; except no contracts for professional services, excluding architectural and engineering services, may be entered into if the terms of the contract extend beyond a period of three (3) years. Professional Service Costs may include the cost of marketing sites within the redevelopment project area to prospective businesses, developers, and investors. Annual administrative costs may not include general overhead or administrative costs of the municipality that would still have been incurred by the municipality if the municipality had not designated a redevelopment area or approved a redevelopment plan. Redevelopment Project Costs may not include lobbying expenses.

2. *Property Assembly Costs* - Property assembly costs, including, but not limited to, acquisition of land and other property, real or personal, or rights or interest therein, demolition of buildings, site preparation, site improvements that serve as an engineered barrier addressing ground level or below ground environmental contamination, including, but not limited to, parking lots and other concrete or asphalt barriers, and the clearing and grading of land.

3. *Improvements to Public or Private Buildings* - Costs of rehabilitation, reconstruction or repair or remodeling of existing public or private buildings, fixtures and leasehold improvements; and the costs of replacing an existing public building if pursuant to the implementation of a redevelopment project the existing public building is to be demolished to use the site for private investment or devoted to a different use requiring private investment; including any direct or indirect costs relating to Green Globes or LEED certified construction elements or construction elements with an equivalent certification.
4. *Public Works* - Costs of the construction of public works or improvements, including any direct or indirect costs relating to Green Globes or LEED certified construction elements or construction elements with an equivalent certification, except that redevelopment project costs shall not include the cost of constructing a new municipal public building principally used to provide offices, storage space, or conference facilities or vehicle storage, maintenance, or repair for administrative, public safety, or public works personnel and that is not intended to replace an existing public building as provided under paragraph (3) of subsection (q) of Section 11-74.4-3 unless either (i) the construction of the new municipal building implements a redevelopment project that was included in a redevelopment plan that was adopted by the municipality prior to the effective date of this amendatory Act of the 91<sup>st</sup> General Assembly or (ii) the municipality makes a reasonable determination in the redevelopment plan, supported by information that provided that basis for that determination, that the new municipal building is required to meet an increase in the need for public safety purposes anticipated to result from the implementation of the redevelopment plan.
5. *Job Training* - Costs of job training and retraining projects including the costs of “welfare to work” programs implemented by businesses located within the redevelopment project area.
6. *Financing Costs* - Costs including but not limited to all necessary and incidental expenses related to the issuance of obligations and which may include payment of interest on any obligations issued pursuant to the Act accruing during the estimated period of construction of any redevelopment project for which such obligations are issued and for not exceeding 36 months thereafter and including reasonable reserves related thereto.
7. *Capital Costs* - To the extent the municipality by written agreement accepts and approves the same, all or a portion of a taxing district’s capital costs resulting from the redevelopment project necessarily incurred or to be incurred within a taxing district in furtherance of the objectives of the redevelopment plan and project;

8. *School-Related Costs* - An elementary, secondary, or unit school district's increased costs attributable to assisted housing units located within the redevelopment project area for which the developer or redeveloper receives financial assistance through an agreement with the municipality or because the municipality incurs the cost of necessary infrastructure improvements within the boundaries of the assisted housing sites necessary for the completion of that housing as authorized by the Act, and which costs shall be paid by the municipality from the Special Tax Allocation Fund when the tax increment revenue is received as a result of the assisted housing units and shall be calculated annually.<sup>1</sup>

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- a) For foundation districts, excluding any school district in a municipality with a population in excess of 1,000,000, by multiplying the district's increase in attendance resulting from the net increase in new students enrolled in that school district who reside in housing units within the redevelopment project area that have received financial assistance through an agreement with the municipality or because the municipality incurs the cost of necessary infrastructure improvements within the boundaries of the housing sites necessary for the completion of that housing as authorized by the Act since the designation of the redevelopment project area by the most recently available per capita tuition cost as defined in Section 10-20.12a of the School Code less any increase in general State aid as defined in Section 18-8.05 of the School Code attributable to these added new students subject to the following annual limitations:
- (i) for unit school districts with a district average 1995-96 Per Capita Tuition Charge of less than \$5,900, no more than 25% of the total amount of property tax increment revenue produced by those housing units that have received tax increment finance assistance under the Act;
  - (ii) for elementary school districts with a district average 1995-96 Per Capita Tuition Charge of less than \$5,900, no more than 17% of the total amount of property tax increment revenue produced by those housing units that have received tax increment finance assistance under this Act; and
  - (iii) for secondary school districts with a district average 1995-96 Per Capita Tuition Charge of less than \$5,900, no more than 8% of the total amount of property tax increment revenue produced by those housing units that have received tax increment finance assistance under this Act.
- b) For alternate method districts, flat grant districts, and foundation districts with a district average 1995-96 Per Capita Tuition charge equal to or more than \$5,900, excluding any school district with a population in excess of 1,000,000, by multiplying the district's increase in attendance resulting from the net increase in new students enrolled in that school district who reside in housing units within the redevelopment project area that have received financial assistance through an agreement with the municipality or because the municipality incurs the cost of necessary infrastructure improvements within the boundaries of the housing sites necessary for the completion of that housing as authorized by the Act since the designation of the redevelopment project area by the most recently available per capita tuition cost as defined in Section 10-20.12a of the School Code less any increase in general state aid as defined in Section 18-8.05 of the School Code attributable to these added new students subject to the following annual limitations:
- (i) for unit school district, no more than 40% of the total amount of property tax increment revenue produced by those housing units that have received tax increment finance assistance under this Act;
  - (ii) for elementary school district, no more than 27% of the total amount of property tax increment revenue produced by those housing units that have received tax increment finance assistance under this Act; and
  - (iii) for secondary school districts, no more than 13% of the total amount of property tax increment revenue produced by those housing units that have received tax increment finance assistance under the Act.
- c) Any school district in a municipality with a population of 1,000,000, additional restrictions apply. Any school district seeking payment shall, after July 1 and before September 30 of each year, provide the municipality with reasonable evidence to support its claim for reimbursement before the municipality shall be required to approve or make the payment to the school district. If the school district fails to provide the information during this period in any year, it shall forfeit any claim to reimbursement for that year. School districts may adopt a resolution waiving the right to all or a portion of the reimbursement otherwise required by the Act. By acceptance of this reimbursement the school district waives the right to directly or indirectly set aside, modify, or contest in any manner the establishment of the redevelopment project area or projects.



9. *Relocation Costs* - To the extent that the Village determines that relocation costs shall be paid or is required to make payment of relocation costs by federal or state law;
10. *Payment in Lieu of Taxes*;
11. *Other Job Training* - Costs of job training, advanced vocational education or career education, including but not limited to courses in occupational, semi-technical or technical fields leading directly to employment, incurred by one or more taxing districts, provided that such costs (i) are related to the establishment and maintenance of additional job training, advanced vocational education or career education programs for persons employed or to be employed by employers located in the redevelopment project area; and (ii) when incurred by a taxing district or taxing districts other than the Village, are set forth in a written agreement by or among the Village and the taxing district or taxing districts, which agreement describes the program to be undertaken, including but not limited to the number of employees to be trained, a description of the training and services to be provided, the number and type of positions available or to be available, itemized costs of the program and sources of funds to pay for the same, and the term of agreement. Such costs include, specifically, the payment by community college districts of costs pursuant to Section 3-37, 3-38, 3-40 and 3-40.1 of the Public Community College Act and by school districts of costs pursuant to Section 10-22.20a and 10-23.3a of the School Code;
12. *Developer Interest Costs* - Interest costs incurred by a redeveloper related to the construction, renovation or rehabilitation of a redevelopment project provided that:
  - a) such costs are to be paid directly from the Special Tax Allocation Fund established pursuant to the Act;
  - b) such payments in any one-year may not exceed 30% of the annual interest costs incurred by the developer with regard to the redevelopment project during that year;
  - c) if there are not sufficient funds available in the Special Tax Allocation Fund to make the payment pursuant to this paragraph then the amounts so due shall accrue and be payable when sufficient funds are available in the Special Tax Allocation Fund;
  - d) the total of such interest payments paid pursuant to the Act may not exceed 30% of the total (i) cost paid or incurred by the redeveloper for the redevelopment project plus (ii) redevelopment project costs excluding any property assembly costs and any relocation costs incurred by a municipality pursuant to the Act;

- e) the cost limits set forth in subparagraphs (b) and (d) shall be modified for the financing of rehabilitated or new housing units for low-income households and very low-income households, as defined in Section 3 of the Illinois Affordable Housing Act and the percentage of 75% shall be substituted for 30% in subparagraphs (b) and (d);
- f) Instead of the eligible costs provided by subparagraphs (b) and (d), as modified by this subparagraph, and notwithstanding any other provisions of the Act to the contrary, the municipality may pay from tax increment revenues up to 50% of the cost of construction of new housing units to be occupied by low-income households and very low-income households as defined in Section 3 of the Illinois Affordable Housing Act. The cost of construction of those units may be derived from the proceeds of bonds issued by the municipality under the Act or other constitutional or statutory authority or from other sources of municipal revenue that may be reimbursed from tax increment revenues or the proceeds of bonds issued to finance the construction of that housing. The eligible costs provided under this subparagraph (f) shall be an eligible cost for the construction, renovation, and rehabilitation of all low and very low-income housing units, as defined in Section 3 of the Illinois Affordable Housing Act, within the redevelopment project area. If the low and very low-income units are part of a residential redevelopment project that includes units not affordable to low and very low-income households, only the low and very low-income units shall be eligible for benefits under subparagraph (f).

The standards for maintaining the occupancy by low-income households and very low-income households, as defined in Section 3 of the Illinois Affordable Housing Act, of those units constructed with eligible costs made available under the provisions of this subparagraph (f) shall be established by guidelines adopted by the municipality. The responsibility for annually documenting the initial occupancy of the units by low-income households and very low-income households, as defined in Section 3 of the Illinois Affordable Housing Act, shall be that of the then current owner of the property. For ownership units, the guidelines will provide, at a minimum, for a reasonable recapture of funds, or other appropriate methods designed to preserve the original affordability of the ownership units. For rental units, the guidelines will provide, at a minimum, for the affordability of rent to low and very low-income households. As units become available, they shall be rented to income-eligible tenants. The municipality may modify these guidelines from time to time; the guidelines, however, shall be in effect for as long as tax increment revenue is being used to pay for costs associated with the units or for the retirement of bonds issued to finance the units or for the life of the redevelopment project area, whichever is later;

13. Unless explicitly stated herein, the costs of construction of new privately-owned buildings shall not be an eligible redevelopment project cost;
14. None of the redevelopment project costs enumerated in this subsection shall be eligible redevelopment projects if those costs would provide direct financial support to a retail entity initiating operations in the redevelopment project area while terminating operations at another Illinois location within 10 miles of the redevelopment project area but outside the boundaries of the redevelopment project area municipality. For purposes of this paragraph, termination means a closing of a retail operation that is directly related to the opening of the same operation or like retail entity owned or operated by more than 50% of the original ownership in a redevelopment project area, but it does not mean closing an operation for reasons beyond the control of the retail entity, as documented by the retail entity, subject to a reasonable finding by the municipality that the current location contained inadequate space, has become economically obsolete, or was no longer a viable location for the retailer or serviceman;
15. No cost shall be a redevelopment project cost in a redevelopment project area if used to demolish, remove, or substantially modify a historic resource, after August 26, 2008, unless no prudent and feasible alternative exists. "Historic Resource" means (i) a place or structure that is included or eligible for inclusion on the National Register of Historic Places or (ii) a contributing structure in a district on the National Register of Historic Places. This restriction does not apply to a place or structure for which demolition, removal, or modification is subject to review by the preservation agency of a Certified Local Government designated as such by the National Park Service of the United States Department of the Interior.

If a special service area has been established pursuant to the Special Service Area Tax Act or Special Service Area Tax Law, then any tax incremental revenues derived from the tax imposed pursuant to Special Service Area Tax Act or Special Service Area Tax Law may be used within the redevelopment project area for the purposes permitted by that Act or Law as well as the purposes permitted by the TIF Act.

**Projected Redevelopment Project Costs.** Estimated eligible costs of this Redevelopment Plan are shown on the next page. The total eligible costs constitute the upper limit of expenditures that are to be funded from tax increment revenues, exclusive of capitalized interest, issuance costs, interest and other financing costs. Adjustments to these line item cost items may be made without amendment to the Redevelopment Plan and Project.

**VILLAGE OF MORTON GROVE  
LINCOLN/LEHIGH REDEVELOPMENT PROJECT  
ESTIMATED PROJECT COSTS**

<u>Program Actions/Improvements</u>	<u>Estimated Costs</u>
1. Land Acquisition, Assembly, Relocation Costs	\$ 9,000,000
2. Demolition, Site Preparation, Environmental Cleanup and Related Costs	\$ 4,000,000
3. Infrastructure Improvements	\$ 16,000,000
4. Public facilities and improvements, including taxing district capital costs	\$ 3,000,000
5. Rehabilitation Costs	\$ 2,000,000
6. Interest Costs Pursuant to the Act	\$ 3,000,000
7. Planning, Legal, Engineering, Administrative and Other Professional Service Costs	\$ 2,000,000
8. Job Training	\$ 1,000,000
9. Statutory School District Payments, as provided for by the TIF Act	\$ 6,000,000
<b>TOTAL ESTIMATED PROJECT COSTS</b>	<b>\$ 46,000,000</b>

NOTES:

- (A) All project cost estimates are in year 2021 dollars.
- (B) In addition to the above stated costs, any bonds issued to finance a phase of the Project may include an amount sufficient to pay customary and reasonable charges associated with the issuance of such obligations as well as to provide for annual interest costs, capitalized interest and reasonably required reserves.
- (C) Adjustments to the estimated line item costs above are expected. Each individual project cost will be reevaluated in light of the projected private development and resulting tax revenues as it is considered for public financing under the provisions of the Act. The line item amounts set forth above are not intended to place a not to exceed limit on the described expenditures as the specific items listed above are not intended to preclude payment of other eligible redevelopment project costs in connection with the redevelopment of the RPA, provided the amount of payments for the Total Estimated Project Costs shall not exceed the combined overall budget amount shown above. Adjustments may be made in line items within the total, either increasing or decreasing line item costs for redevelopment.
- (D) Pursuant to the Act, the Village may utilize net incremental property tax revenues received from other existing or future contiguous redevelopment project areas to pay eligible redevelopment project costs or obligations issued to pay such costs in the proposed RPA, and vice versa.

## **F. Sources of Funds to Pay Redevelopment Project Costs**

Funds necessary to pay for public improvements and other project costs eligible under the Act are to be derived principally from property tax increment revenues, proceeds from municipal obligations to be retired primarily with tax increment revenues and interest earned on resources available but not immediately needed for the Redevelopment Plan and Project.

Redevelopment project costs specifically contemplate those eligible costs set forth in the Act and do not contemplate the preponderance of the costs to redevelop the area. The majority of development costs will be privately financed, and TIF or other public sources are to be used, subject to approval by the Village's corporate authorities, only to leverage and commit private redevelopment activity.

The tax increment revenues, which will be used to pay debt service on the municipal obligations, if any, and to directly pay redevelopment project costs, shall be the incremental increase in property taxes attributable to the increase in the equalized assessed value of each taxable lot, block, tract or parcel of real property in the RPA over and above the initial equalized assessed value of each such lot, block, tract or parcel in the RPA in the 2019 tax year for the RPA. In the event that the 2020 tax year values are certified by Cook County, then 2020 values shall be utilized as the initial equalized value for the RPA.

Among the other sources of funds which may be used to pay for redevelopment project costs and debt service on municipal obligations issued to finance project costs are the following: certain local sales or utility taxes, special service area taxes, the proceeds of property sales, certain land lease payments, certain Motor Fuel Tax revenues, certain state and federal grants or loans, certain investment income, and such other sources of funds and revenues as the Village may from time to time deem appropriate.

The Redevelopment Project Area would not reasonably be expected to be developed in a coordinated manner without the use of the incremental revenues provided by the Act.

The Village may also direct incremental revenues from the Redevelopment Project Area to any existing or future contiguous redevelopment project areas for redevelopment activities, in conformance with the provisions of the Act, and it may also receive incremental revenues from any existing or future contiguous redevelopment project areas in order to further the redevelopment activities described in this Plan.

## **G. Nature and Term of Obligations to be Issued**

The Village may issue obligations secured by the Special Tax Allocation Fund established for the Redevelopment Plan and Project Area pursuant to the Act or such other funds as are available to the Village by virtue of its home rule powers pursuant to the Illinois State Constitution.

Any and/or all obligations issued by the Village pursuant to this Redevelopment Plan and Project and the Act shall be retired not more than twenty-three (23) years after the year of adoption of the ordinance approving the Redevelopment Project Area. However, the final maturity date of any obligations issued pursuant to the Act may not be later than twenty (20) years from their respective date of issuance. One or more series of obligations may be issued from time to time in order to implement this Redevelopment Plan and Project. The total principal and interest payable in any year on all obligations shall not exceed the amount available in that year or projected to be available in that year, may be payable from tax increment revenues and from bond sinking funds, capitalized interest, debt service reserve funds, and all other sources of funds as may be provided by ordinance.

Those revenues not required for principal and interest payments, for required reserves, for bond sinking funds, for redevelopment project costs, for early retirement of outstanding securities, and to facilitate the economical issuance of additional bonds necessary to accomplish the Redevelopment Plan and Project, may be declared surplus and shall then become available for distribution annually to taxing districts overlapping the RPA in the manner provided by the Act.

Such securities may be issued on either a taxable or tax-exempt basis, as general obligation or revenue bonds, with either fixed rate or floating interest rates; with or without capitalized interest; with or without deferred principal retirement; with or without interest rate limits except as limited by law; and with or without redemption provisions, and on such other terms, all as the Village may determine.

## **H. Most Recent Equalized Assessed Valuation (EAV) of Properties in the Redevelopment Project Area**

The most recent estimate of equalized assessed valuation (EAV) for tax year 2020 of the property within the RPA is approximately \$5,745,013.

## **I. Anticipated Equalized Assessed Valuation (EAV)**

Upon completion of the anticipated private development of the Redevelopment Project Area over a twenty-three (23) year period, it is estimated that the equalized assessed valuation (EAV) of the property within the RPA will be within a range of approximately to \$45,000,000 to \$50,000,000.

## **VIII. DESCRIPTION AND SCHEDULING OF REDEVELOPMENT PROJECT**

### **A. Redevelopment Project**

An implementation strategy will be employed with full consideration given to the availability of both public and private funding. It is anticipated that a phased redevelopment will be undertaken.

The Redevelopment Project will begin as soon as the private entities have obtained financing and other necessary approvals for appropriate projects. Depending upon the scope of the development as well as the actual uses, the following activities may be included in each phase:

Land Assembly: Certain properties in the RPA may be acquired and assembled into an appropriate redevelopment site.

Demolition and Site Preparation: The existing improvements located within the RPA may have to be reconfigured or prepared to accommodate new uses or expansion plans. Demolition of certain structures and grading of certain parcels may be necessary for future projects. Additionally, the redevelopment plan contemplates site preparation, or other requirements necessary to prepare the site for desired redevelopment projects.

Rehabilitation: The Village may assist in the rehabilitation of private or public facilities, buildings or site improvements located within the RPA.

Landscaping/Buffering/Streetscaping: The Village may fund certain landscaping projects, which serve to beautify public properties or rights-of-way and provide buffering between land uses.

Water, Sanitary Sewer, Storm Sewer and Other Utility Improvements: Certain public and private utilities may be extended or re-routed to serve or accommodate the new development. Upgrading of existing utilities may be undertaken. The provision of necessary detention or retention ponds may also be undertaken by the Village. Public and private utility services may also be provided or relocated in order to accommodate the renovation or expansion of buildings.

Public Infrastructure/Facility Improvements: Widening of existing road improvements and/or vacation of roads may be undertaken by the Village. Certain secondary streets/roads may be extended or constructed. Related curb, gutter, and paving improvements could also be constructed as needed. Public facilities including parking and taxing district capital costs may be constructed that would be available to the general public.

Traffic Control/Signalization: Traffic control or signalization improvements that improve access to the RPA and enhance its redevelopment may be constructed.

Public Safety Related Infrastructure: Certain public safety improvements including, but not limited to, public signage, public facilities, and streetlights may be constructed or implemented.

Interest Costs Coverage: The Village may fund certain interest costs incurred by a developer for construction, renovation, or rehabilitation of a redevelopment project. Such funding would be paid for out of annual tax increment revenue generated from the RPA as permitted by the Act.

Professional Services: The Village may fund necessary planning, legal, engineering, administrative and financing costs during project implementation. The Village may reimburse itself from annual tax increment revenue if available.

Tuition Payments to School Districts: The Village may fund payments to the school district pursuant to the provisions of the Act.

## **B. Commitment to Fair Employment Practices and Affirmative Action**

As part of any Redevelopment Agreement entered into by the Village and any private developers, both will agree to establish and implement an honorable, progressive, and goal-oriented affirmative action program that serves appropriate sectors of the Village. The program will conform to the most recent Village policies and plans.

With respect to the public/private development's internal operations, both entities will pursue employment practices, which provide equal opportunity to all people regardless of sex, color, race or creed. Neither party will discriminate against any employee or applicant because of sex, marital status, national origin, age, or the presence of physical handicaps. These nondiscriminatory practices will apply to all areas of employment, including: hiring, upgrading and promotions, terminations, compensation, benefit programs and education opportunities.

All those involved with employment activities will be responsible for conformance with this policy and the compliance requirements of applicable state and federal regulations.

The Village and private developers will adopt a policy of equal employment opportunity and will include or require the inclusion of this statement in all contracts and subcontracts at any level. Additionally, any public/private entities will seek to ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which all employees are assigned to work. It shall be specifically ensured that all on-site supervisory personnel are aware of and carry out the obligation to maintain such a working environment, with specific attention to minority and/or female individuals.

Finally, the entities will utilize affirmative action to ensure that business opportunities are provided and that job applicants are employed and treated in a nondiscriminatory manner. Underlying this policy is the recognition by the entities that successful affirmative action programs are important to the continued growth and vitality of the community.



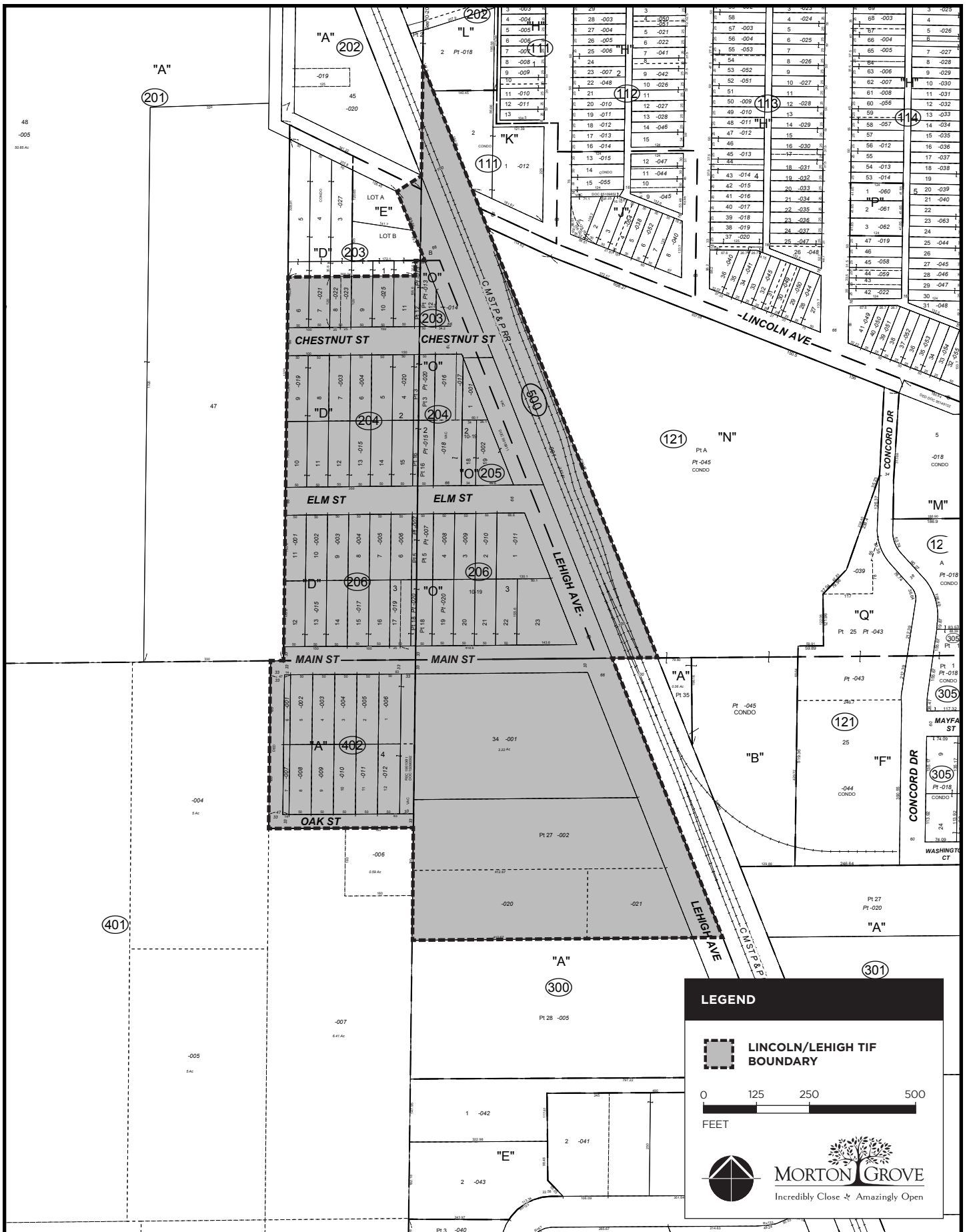
**C. Completion of Redevelopment Project and Retirement of Obligations to Finance Redevelopment Costs**

This Redevelopment Project and retirement of all obligations to finance redevelopment costs will be completed within twenty-three (23) calendar years after the year of adoption of an ordinance designating the RPA. The actual date for such completion and retirement of obligations shall not be later than December 31 of the year in which the payment to the municipal treasurer pursuant to the Act is to be made with respect to ad valorem taxes levied in the twenty-third calendar year after the year of the initial adoption of the ordinance approving the RPA.

**IX. PROVISIONS FOR AMENDING THE TAX INCREMENT REDEVELOPMENT  
PLAN AND PROJECT**

This Redevelopment Plan and Project may be amended pursuant to the provisions of the Act.

**EXHIBIT A**  
**BOUNDARY MAP**



# LINCOLN/LEHIGH TIF

**EXHIBIT B**  
**LEGAL DESCRIPTION**

**LEGAL DESCRIPTION  
OF THE LINCOLN/LEHIGH REDEVELOPMENT PROJECT AREA IN THE  
VILLAGE OF MORTON GROVE, ILLINOIS**

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

BEGINNING AT THE POINT OF INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD AND THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 20; THENCE WEST ALONG SAID SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 20 TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF LEHIGH AVENUE; THENCE SOUTHEASTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF LEHIGH AVENUE TO A POINT OF INTERSECTION WITH THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 27 IN COUNTY CLERK'S DIVISION OF SAID SECTION 20 AND THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 19; THENCE WEST ALONG SAID EASTERLY EXTENSION AND THE SOUTH LINE OF LOT 27 IN COUNTY CLERK'S DIVISION TO A POINT ON THE WEST LINE OF SAID SECTION 20; THENCE NORTH ALONG SAID WEST LINE OF SECTION 20 TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF OAK STREET, SAID SOUTH RIGHT OF WAY LINE OF OAK STREET ALSO BEING THE SOUTH LINE OF MORTON GROVE SUBDIVISION, AS RECORDED AUGUST 16, 1895; THENCE WEST ALONG SAID SOUTH RIGHT OF WAY LINE OF OAK STREET TO A POINT ON THE WEST LINE OF SAID MORTON GROVE SUBDIVISION IN THE SOUTHEAST QUARTER OF SAID SECTION 19, SAID WEST LINE ALSO BEING THE WEST LINE OF THE EAST 10 ACRES OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 19; THENCE NORTH ALONG SAID WEST LINE OF THE EAST 10 ACRES TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 19, SAID SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 19 ALSO BEING THE CENTERLINE OF WALNUT STREET; THENCE EAST ALONG SAID SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 19 TO A POINT ON THE WEST LINE OF SAID MORTON GROVE SUBDIVISION IN THE NORTHEAST QUARTER OF SAID SECTION 19; THENCE NORTH ALONG SAID WEST LINE OF MORTON GROVE SUBDIVISION TO A POINT ON THE NORTH LINE OF THE SOUTH 120 FEET OF LOTS 6, 7, 8, 9, 10 AND 11 IN BLOCK 1 IN SAID MORTON GROVE SUBDIVISION; THENCE EAST ALONG THE SAID NORTH LINE OF THE SOUTH 120 FEET TO A POINT ON THE WEST LINE OF LOT 12 IN SAID MORTON GROVE SUBDIVISION; THENCE NORTH ALONG SAID WEST LINE OF LOT 12 TO A POINT ON THE NORTH LINE OF SAID LOT 12; THENCE EAST ALONG SAID NORTH LINE OF LOT 12 TO A POINT ON THE WESTERLY RIGHT OF WAY OF LEHIGH AVENUE; THENCE NORTHWESTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE OF LEHIGH AVENUE TO A POINT ON THE

SOUTHERLY RIGHT OF WAY LINE OF LINCOLN AVENUE; THENCE NORTHEASTERLY ALONG A LINE TO A POINT OF INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF SAID LINCOLN AVENUE AND THE EAST LINE OF SAID SECTION 19; THENCE NORTH ALONG SAID EAST LINE OF SECTION 19 TO A POINT OF INTERSECTION WITH SAID EASTERLY RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD; THENCE SOUTHEASTERLY ALONG SAID EASTERLY RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD TO THE POINT OF BEGINNING.

**EXHIBIT C**  
**TIF QUALIFICATION REPORT**



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**VILLAGE OF MORTON GROVE  
LINCOLN/LEHIGH  
TIF DISTRICT/REDEVELOPMENT PROJECT AREA  
QUALIFICATION REPORT**

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**A study to determine whether all or a portion of an area located in the Village of Morton Grove qualifies as a conservation area as set forth in the definition in the Tax Increment Allocation Redevelopment Act of 65 ILCS Section 5/11-74.4-3, et seq. of the Illinois Compiled Statutes, as amended.**

**Prepared For: Village of Morton Grove, Illinois**

**Prepared By: Kane, McKenna and Associates, Inc., and The Village of Morton Grove**

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**September, 2021**

**VILLAGE OF MORTON GROVE  
LINCOLN/LEHIGH  
TIF DISTRICT/REDEVELOPMENT PROJECT AREA  
QUALIFICATION REPORT**

**TABLE OF CONTENTS**

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**LIST OF EXHIBITS**

Exhibit 1      -      TIF Boundary Map

## **I. INTRODUCTION AND BACKGROUND**

In the context of planning for the designation of the Lincoln/Lehigh TIF District, the Village of Morton Grove (the “Village”) has authorized the study of the area with the boundaries described in the map attached hereto as Exhibit 1 and to be known as the Lincoln/Lehigh Redevelopment Project Area (the “RPA” or “TIF District”) to determine whether it qualifies for consideration as a Tax Increment Financing (TIF) District under the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4.1, et seq., as amended (the “TIF Act” or “Act”). Kane, McKenna and Associates, Inc. (“KMA”), has agreed to undertake the study of the proposed RPA, the findings of which are contained in this Lincoln/Lehigh TIF District/Redevelopment Project Area Qualification Report (the “Report”).

The proposed RPA of the TIF Redevelopment Plan and Project is generally bounded by between Lehigh Avenue to the east, the Cook County Forest Preserve and Nagle Avenue to the west, Chestnut Street to the north, and the approximate continuation of Madison Court to the south. The RPA comprises residential, commercial, light industrial, warehouse, and public use properties. A portion of the RPA is currently located in the Village’s Lehigh/Ferris TIF District, which was designated in 2000. The Lehigh/Ferris TIF District will be amended to remove the proposed RPA and designate the proposed Lincoln/Lehigh Redevelopment Project Area (the “TIF District”).

As a whole, the proposed RPA has been negatively impacted by a lack of sustained investment and development. The RPA, in aggregate, exhibits signs of deterioration, lack of community planning, deleterious layout, inadequate utilities, and obsolescence which has resulted in piecemeal development. Many structures are functionally obsolete due to age and current market conditions. Vacant lots and vacant buildings are present as well. Site preparation and land assembly may also be necessary in order to reconfigure and prepare parcels for redevelopment so that they may accommodate new commercial/retail, residential, and mixed uses. The qualification factors discussed within the Report qualify the major portion of the RPA as a “conservation area,” as that term is hereinafter defined pursuant to 65 ILCS 5/11-74.4-3 et seq., as amended.

Several of the properties included in the proposed RPA have evidenced deterioration of structures and site improvements. The area’s inventory of vacant improved property and proximity of incompatible land uses exacerbates an already poor situation. The area’s current conditions yield minimal redevelopment opportunity. It is important for the Village to support redevelopment in the RPA in order to preserve the tax base and provide supportive amenities that contribute to the vibrancy of this area as a Village center.

The majority of the site improvements within the proposed RPA were found to have varying degrees of deterioration. Deterioration was also noted in surface lots, driveways, and rights-of-way.

The Village is confident that property within the TIF District can be redeveloped if the obstacles discussed in the Report are mitigated. Further, the Village believes that the use of TIF can mitigate the negative obstacles currently impeding redevelopment and contribute to the overall rejuvenation of the Lincoln/Lehigh area.

## **OBJECTIVES**

The Village's overarching objective is to enhance commercial, retail, and mixed-use opportunities in the Lincoln/Lehigh Redevelopment Project Area, which overlaps considerably with the "Lehigh/Ferris Target Area" (the "Target Area"), as identified in the Village's 1999 Comprehensive Plan Update (the "Plan"). The Plan establishes certain development objectives for the Target Area in order to address specific issues and concerns identified within the area, which are listed below:

### **Issues and Concerns:**

- The need to develop a "Village Center" in this area
- The need for commercial establishments near the train station
- The need to reduce or eliminate existing industrial uses
- The need to upgrade street lighting
- The need for better sidewalk placement
- The need to improve pedestrian access and crossings in the area
- The need for safer pedestrian crossings
- The need to minimize the "eyesore" and noise generation for certain industries along Chestnut

In general, the improvement and development alternatives described in the Plan and included below are focused on addressing the issues and concerns identified within the Target Area.

### **Specific recommendations include:**

- Promote area-wide redevelopment of the area for a mix of residential, retail, and public uses
- Remove marginal and deteriorated commercial and industrial uses to allow for compatible new development
- Improve pedestrian and convenience throughout the area
- Upgrade and maintain the appearance of the area
- Undertake roadway improvements along Lehigh Avenue and Lincoln Avenue as called for in the Plan

- Encourage improvement and enhancement of the Metra commuter rail station

Given the redevelopment objectives established through the Village's comprehensive planning process and the conditions summarized above, the Village has made a determination that the promotion of redevelopment within the proposed Lincoln/Lehigh TIF District will benefit the immediate area and the Village as a whole. The ongoing deterioration and visibility of the vacant or partially vacant structures within the proposed RPA are among the concerns that the Village wants to address.

Located at the confluence of two commercial corridors and anchored by the Metra commuter rail station, the proposed RPA is a critical area of the Village. The proposed Lincoln/Lehigh TIF District would serve to help reverse the decline of distressed properties, support revitalization and redevelopment, and encourage new retail/commercial, residential, and mixed uses within the RPA.

Given the decline of certain properties and the need for certain public improvements in the area, the Village is favorably disposed toward supporting redevelopment efforts; however, the Village is determined that redevelopment takes place through the benefit and guidance of comprehensive economic planning by the Village. Through such a deliberate and coordinated effort, the area is expected to improve. Development barriers which are inherent with current market conditions and impede economic growth are expected to be eliminated in the proposed RPA.

The Village has determined that redevelopment currently planned for the Lincoln/Lehigh TIF District may only be feasible with public finance assistance. The Village's creation and utilization of a redevelopment plan pursuant to the Act is intended to help provide the assistance required to eliminate conditions detrimental to successful redevelopment of the area.

The use of TIF relies upon induced private redevelopment in the RPA creating higher real estate value, which would otherwise decline or stagnate without such investment. In turn, the higher real estate value generates increased property taxes by comparison with the previous land use, or lack thereof. In this way, the existing tax base for all tax districts is protected and a portion of future increased taxes are pledged to attract the needed private investment.

## **II. QUALIFICATION CRITERIA USED**

With the assistance of Village staff, Kane, McKenna and Associates, Inc., examined the proposed Lincoln/Lehigh TIF District from August 2020 to the date of this report, and reviewed information collected for the area to determine the presence or absence of appropriate qualifying factors listed in the Act. The relevant sections of the Act are found below.

The Act sets out specific procedures, which must be adhered to in designating a redevelopment project area. By definition, a “Redevelopment Project Area,” or “RPA,” is defined as follows:

An RPA is “an area designated by the municipality, which is not less in the aggregate than 1 ½ acres and in respect to which the municipality has made a finding that there exist conditions which cause the area to be classified as a blighted area or a conservation area, or a combination of both blighted area and conservation area.”

### **Conservation Area**

The Act defines a “Conservation Area” as follows:

“‘Conservation area’ means any improved area within the boundaries of a redevelopment project area located within the territorial limits of the municipality in which fifty percent (50%) or more of the structures in the area have an age of thirty-five (35) years or more. Such an area is not yet a blighted area but because of a combination of three (3) or more of the following factors is detrimental to the public safety, health, morals or welfare and such an area may become a blighted area:”

(A) Dilapidation. An advanced state of disrepair or neglect of necessary repairs to the primary structural components of building or improvements in such a combination that a documented building condition analysis determines that major repair is required or the defects are so serious and so extensive that the buildings must be removed.

(B) Obsolescence. The condition or process of falling into disuse. Structures become ill-suited for the original use.

(C) Deterioration. With respect to buildings, defects include but are not limited to, major defects in the secondary building components such as doors, windows, porches, gutters, downspouts, and fascia. With respect to surface improvements, that the condition of roadways, alleys, curbs, gutters, sidewalks, off-street parking, and surface storage areas evidence deterioration, including, but limited to, surface cracking, crumbling, potholes, depressions, loose paving material, and weeds protruding through paved surfaces.

(D) Presence of Structures Below Minimum Code Standards. All structures that do not meet the standards of zoning, subdivision, building, fire, and other governmental codes applicable to property, but not including housing and property maintenance codes.

(E) Illegal Use of Individual Structures. The use of structures in violation of applicable federal, State, or local laws, exclusive of those applicable to the presence of structures below minimum code standards.

(F) Excessive Vacancies. The presence of buildings that are unoccupied or under-utilized and that represent an adverse influence on the area because of the frequency, extent or duration of the vacancies.

(G) Lack of Ventilation, Light, or Sanitary Facilities. The absence of adequate ventilation for light or air circulation in spaces or rooms without windows, or that require the removal of dust, odor, gas, smoke, or other noxious airborne materials. Inadequate natural light and ventilation means the absence of skylights or windows for interior spaces or rooms and improper window sizes and amounts by room area to window area ratios. Inadequate sanitary facilities refers to the absence or inadequacy of garbage storage and enclosure, bathroom facilities, hot water, and kitchens and structural inadequacies preventing ingress and egress to and from all rooms and units within a building.

(H) Inadequate Utilities. Underground and overhead utilities such as storm sewers and storm drainage, sanitary sewers, water lines and gas, telephone and electrical services that are shown to be inadequate. Inadequate utilities are those that are: (i) of insufficient capacity to serve the uses in the redevelopment project area; (ii) deteriorated, antiquated, and obsolete or in disrepair; or (iii) lacking within the redevelopment project area.

(I) Excessive Land Coverage and Overcrowding of Structures and Community Facilities. The over-intensive use of property and the crowding of buildings and accessory facilities onto a site. Examples of problem conditions warranting the designation of an area as exhibiting excessive land coverage are: (i) the presence of buildings either improperly situated on parcels or located on parcels of inadequate size and shape in relation to present-day standards of development for health and safety and (ii) the presence of multiple buildings on a single parcel. For there to be a finding of excessive land coverage, these parcels must exhibit one or more of the following conditions: insufficient provision for light and air within or around buildings, increased threat of spread of fire due to the close proximity of buildings, lack of adequate or proper access to a public right-of-way, lack of reasonably required off-street parking, or inadequate provision for loading service.

(J) Deleterious Land-Use or Layout. The existence of incompatible land-use relationships, buildings occupied by inappropriate mixed-uses, or uses considered to be noxious, offensive, or unsuitable for the surrounding area.

(K) Environmental Clean-Up. The proposed redevelopment project area has incurred Illinois Environmental Protection Agency or United States Environmental Protection Agency remediation costs for (or a study conducted by an independent consultant recognized as having expertise in environmental remediation has determined a need for) the clean-up of hazardous waste, hazardous substances, or underground storage tanks required by State or federal law. Any such remediation costs would constitute a material impediment to the development or redevelopment of the redevelopment project area.

(L) Lack of Community Planning. The proposed redevelopment project area was developed prior to or without the benefit or guidance of a community plan. This means that the development occurred prior to the adoption by the municipality of a comprehensive or other community plan or that the plan was not followed at the time of the area's development. This factor must be documented by evidence of adverse or incompatible land-use relationships, inadequate street layout, improper subdivision, parcels of inadequate shape and size to meet contemporary development standards, or other evidence demonstrating an absence of effective community planning.

(M) "Lagging or Declining" EAV. The total equalized assessed value (EAV) of the proposed redevelopment project area has declined for three (3) of the last five (5) calendar years, or is increasing at an annual rate that is less than the balance of the municipality for three (3) of the last five (5) calendar years, or is increasing at an annual rate that is less than the Consumer Price Index for All Urban Consumers published by the United States Department of Labor or successor agency for three (3) of the last five (5) calendar years. The finding is based on the last 5 years for which information is available.



### **III. THE STUDY AREA**

The area of study consists of residential, commercial, light industrial/warehouse, and public use properties within the proposed RPA (the “Study Area”). The Study Area includes all parcels in the area generally bounded between Lehigh Avenue to east, the Cook County Forest Preserve and Nagle Avenue to the west, Chestnut Street to the north, and the approximate continuation of Madison Court to the south. The Study Area includes approximately 47 tax parcels. Refer to a map of the Study Area provided as Exhibit 1.

#### **IV. METHODOLOGY OF EVALUATION**

In evaluating the Study Area's potential qualification as a TIF District, the following methodology was utilized:

- 1) Site surveys of the properties were undertaken by representatives from KMA. Site surveys were completed for each tract of land (based upon Sidwell blocks) within the area.
- 2) Exterior evaluations of structures noting deterioration, dilapidation, and vacancies or other conditions were completed.
- 3) The area was studied in relation to review of available planning and building reports, photography, Sidwell maps, local history (discussions with Village staff), and an evaluation of area-wide factors that have affected the area's development where possible (e.g., lack of community planning, uncoordinated development, etc.) KMA reviewed the area in its entirety. Village redevelopment goals and objectives for the area were also reviewed.
- 4) Individual structures were initially surveyed only in the context of checking, to the best and reasonable extent available, criteria factors of specific structures on particular parcels. Underutilized portions of the RPA were examined within a similar context.
- 5) The RPA was examined to assess the applicability of the different factors required for qualification for TIF designation under the Act. Evaluation was made by reviewing the information and determining how each measured with evaluated against the relevant factors.
- 6) Improved land within the RPA was examined to determine the applicability of the age factor and the thirteen (13) different conservation area factors for qualification of designation as a redevelopment project area pursuant to the Act.

## **V. QUALIFICATION OF PROPOSED RPA/FINDINGS OF ELIGIBILITY**

In evaluating the improved properties within the proposed RPA, KMA completed its analysis based on the “Conservation Area” criteria cited in 65 ILCS 5/11-74.4-3 (the “Conservation Area Definition”). The Conservation Area Definition states that at least fifty percent (50%) or more of the area’s structures must be over thirty-five (35) years in age, and there must be three (3) of the thirteen (13) qualification factors contained in the TIF Act present for a finding of a conservation area. KMA, with the assistance of Village staff, has identified five (5) qualification factors that are distributed throughout the area. Please refer to the table below, entitled “Summary of Conservation Area Findings,” for more detail.

<b>SUMMARY OF CONSERVATON AREA FINDINGS</b>	
<b>Minimum Age of Structures per Statute</b>	<b>Age of Structures in Study Area</b>
Minimum of 50% of structures must be over 35 years in age	94% of structures are 35 years in age or greater
<b>Minimum Number of Conservation Area Factors Needed to Qualify per Statute</b>	<b>Qualifying Conservation Area Factors Present in Study Area</b>
3 Factors of 13 Factors	5 Factors: 1. Deterioration of Site Improvements and Structures 2. Obsolescence 3. Deleterious Layout 4. Lack of Community Planning 5. Inadequate Utilities

The RPA is found to qualify as a Conservation Area under the statutory criteria set forth in the Act. As a result of KMA’s evaluation and analysis of each of the eligibility factors summarized in Section II, the following factors are presented to support qualification of the Study Area as a “Conservation Area.”

### **A. THRESHOLD FACTOR – AGE OF STRUCTURES**

In the Conservation Area, sixteen (16) of seventeen (17) structures, or 94%, are 35 years in age or greater.

### **B. CONSERVATION AREA FACTORS**

In the Conservation Area, five (5) of thirteen (13) possible qualifying factors were found to be present within the study area. In order to qualify as a Conservation Area, a minimum of three (3) conservation area factors, as set forth in the Act, must be present. The five (5) qualifying factors found to be present within the Study Area are as follows:

1. Deterioration of Site Improvements and Structures

Pursuant to the Act, deterioration can be evidenced in major or secondary building defects. For example, such defects include, but are not limited to, deterioration of building components such as windows, porches, fascia, and gutters and doors. In addition, deterioration can also be evidenced with respect to surface improvements in defects that include, but are not limited to, surface cracking, crumbling, potholes, depressions, loose paving material, and protrusion of weeds through the paved surfaces of roadways, alleys, curbs, sidewalks, off-street parking, and surface storage areas.

Several of the properties in the proposed TIF District exhibit deteriorated conditions in both site improvements and building components. These site conditions are characterized by, among other things, the following:

- Extensively cracked and crumbling asphalt pavement, along with potholes in parking lot areas and driveways, requiring re-surfacing
- Weed and vegetation growth in cracked pavement and/or loose pavement material
- Faded and cracked parking space striping and curb caution paint, requiring re-painting
- Crumbling curb and gutter throughout parking areas and approaches, requiring removal and replacement

Deteriorated building conditions include:

- At certain residential structures, peeling or faded paint on siding and trim, loose or damaged fascia or gutters, exposed raw wood at rail systems, deteriorated exterior window and door trim, deteriorated limestone windowsills, and dilapidated detached garages
- At certain industrial buildings, exterior masonry is in need of tuckpointing, limestone sills are badly worn and discolored, windows and doors or window and door trim is deteriorated, trim paint is peeling or faded, and other building exterior components are in need of repair
- The industrial building at 8350 Lehigh Avenue shows severe deterioration, including masonry in need of tuckpointing, broken windows and doors, deteriorated window and door trim, rusted and damaged overhead and service doors, and dilapidated bollards

The 1999 Village's Comprehensive Plan Update specifically identifies the industrial properties north of Main Street and west of the railroad as "marginal" and recommends that these properties be acquired, cleared, and made available for more appropriate transit-oriented development. The Comprehensive Plan Update also identifies the single- and multi-family structures on the south side of Elm Street as "characterized by condition problems."

2. Obsolescence

Obsolescence is defined as the condition or process of falling into disuse. This factor can also be defined as a structure or structures that have become ill-suited for their original use.

Functional obsolescence is present for residential, commercial, and industrial uses due to challenges related to age, physical condition, existing building inventory, vacancies, poor layout, and poor traffic circulation, all of which impact existing or proposed uses within the Study Area. Because of these factors, the area's overall usefulness and desirability for redevelopment is significantly limited for marketplace redevelopment.

Sixteen (16) of the seventeen (17) buildings in the Study Area, or 94%, are over 35 years old, and thirteen (13) of the seventeen (17) buildings, or 76%, are over fifty years old. Seven (7) of the seventeen (17) buildings, or 41%, are more than 75 years old, and five (5), or 29%, are over one-hundred years old. The advanced ages of almost all of the structures within the Study Area, and their associated deterioration, make them obsolete in comparison to contemporary construction and development standards.

The Village's Lehigh /Ferris Subarea Plan, which was adopted in 2002 and revised as a Framework Plan in 2009, calls for land uses within the Study Area that consist of high-density multi-family residential, mixed-use, and retail uses. The Plan recognizes that most of the properties within the Study Area are ill-suited for their original use.

Fourteen (14) of the forty-seven (47) tax parcels in the RPA, or almost thirty percent (30%), are vacant and associated with a former industrial/warehouse building and surrounding property located 8350 Lehigh Avenue. This 95,000-square-foot structure was built in the mid-1950s, is severely deteriorated, and has been vacant since 2016. The property has been on the market for over three years, but due to its low ceiling heights and functional obsolescence for modern industrial uses, the property has not attracted any industrial businesses or investors. Proposals for industrial reuse of this property have been limited, adding to the property's obsolescence.

In addition, another two (2) of the forty-seven (47) parcels consist of another industrial property, which is 58 years old and is located at 8300 Lehigh, adjacent to the vacant improved 8350 Lehigh properties. This deteriorated property has been vacant since 2012. It was acquired by the Village in 2013 but has remained unoccupied, with the exception of incidental municipal storage uses.

Eleven other parcels in the Study Area comprise a single, dead-end block of eleven (11) residential lots along the south side of Elm Street, across from commuter parking spaces and backing up to industrial properties. Most of the structures on these parcels are deteriorated single-family or duplex residences, ranging in age from 94 to 134 years old, except for a nine-unit, three-story, condominium building

in the middle of the block, which is 23 years old. Two of the properties on this block are occupied as mixed-use.

In addition, certain properties are marginally utilized within the Study Area. For example, six parcels at 6400 to 6420 Chestnut Street are currently improved with a paved parking area. The properties were formerly occupied by office and warehouse buildings constructed between the 1940s and 1960s. The Village purchased the vacant properties in 2008 in order to facilitate high-density multi-family residential development on the site, in accordance with the Lehigh/Ferris Subarea Plan. The Village demolished the structures and, as an interim use, converted the vacant land to an ancillary commuter parking lot for the Metra train station, which is located across the street. Despite efforts to market the properties for redevelopment, they remain marginally underutilized.

3. Deleterious Layout

A municipality can make a finding of deleterious layout or land use when there exists either (a) incompatible land-use relationships, (b) buildings occupied by inappropriate mixed-uses or uses considered to be noxious, or (c) uses offensive or unsuitable for the surrounding area.

The Study Area consists, primarily, of industrial property with some residential, commercial, and public land uses, all in close proximity to one another. In general, this area is relatively narrow, confined between the diagonal direction of the commuter railroad right-of-way and Lehigh Avenue to the east and the Forest Preserve on the west. This configuration serves to limit future redevelopment options, which must take into account the multiple dead-end streets west of Lehigh Avenue and the resulting awkward intersections along Lehigh Avenue.

As described previously, the only residential uses in the Study Area are located within a single block of eleven (11) residential parcels. These properties directly abut industrial use property to the south without adequate buffering, and face commuter parking spaces at their fronts. Abutting industrial uses include a concrete drilling and sawing company, a plumbing supplier, and a warehousing use with ancillary exterior material storage and commercial vehicle parking. In addition, a three-story, nine-unit, condominium building sits in the middle of this block surrounded on each side by single-family residences, some of which have been converted to two-unit and three-unit structures. Two former single-family residential structures are currently being used for both residential and commercial business purposes. The Village's Comprehensive Plan Update describes these residential properties as being "physically isolated and are not part of a larger neighborhood environment." The Plan also states: "Since industrial uses are located very close to residential development, industrial noise and other impacts are of concern to nearby residents."

A portion of the Study Area consists of property operated as natural area by the Forest Preserve District of Cook County (FPDCC). This property protrudes into the

Study Area from the west, as a peninsula, surrounded by commercial uses to the north and east, and residential uses to the south. Village officials have proposed a land swap with the FPDCC to address this awkward land use configuration.

The network of roadways and travel paths currently providing connectivity in the Study Area is disorganized. Among the planning alternatives laid out in the Village's Lehigh/Ferris Subarea Plan is a vacation of Chestnut Street, which is intended to address issues associated with its configuration as a one-block, dead-end street. In this area, Chestnut Street intersects with Lehigh Avenue, a high-traffic urban collector street, just south of where the roadway intersects with Lincoln Avenue.

Just north of Chestnut Street, the intersection of Lincoln and Lehigh Avenues is wide and not well defined to the motorist or pedestrian. The location of the Metra commuter rail station causes significant pedestrian traffic and can result in significant back-ups of trucks and vehicles travelling through the area. The pedestrian network around this intersection and throughout the Study Area is disconnected and deficient.

Some of the parking facilities for the Metra commuter rail station are located across the street from the station on the west side of Lehigh Avenue. Commuter parking spaces are located within the municipal parking lot along the north side of Chestnut Street and on-street along the north side of Elm Street. The locations of these parking facilities require commuters to cross Lehigh Avenue, a busy collector street, without traffic signalization or adequate pedestrian accommodations.

4, Lack of Community Planning

According to the Act, an area suffers from a lack of community planning if the area was developed prior to, or without the benefit, of a community plan.

Thirteen (13) of the seventeen buildings in the Study Area were developed at least fifty (50) years ago, prior to the adoption of the Village's first comprehensive plan forty-two (42) years ago in 1978. Inconsistent building setbacks, the lack of buffering between incompatible uses, the absence of a coordinated storm water management system, internal circulation issues between sites, and the lack of consistent street lighting and pedestrian infrastructure all reinforce the fact that the area was developed without benefit of modern, comprehensive community planning.

Also lacking, until recent years, has been effective and sustained economic development plans and strategies intended to address the coordinated redevelopment of the Study Area. Evidence of a lack of community planning in the Study Area can be found in some of the recommendations of the Village's 1999 Comprehensive Plan Update to address the issues associated with a lack of community planning. For example, the Plan recognizes the need for redevelopment of the older, marginal industrial buildings along the railroad between Main and

Dempster Streets, some of which are located in the Study Area. The Plan also seeks to ensure that all new industrial development is located in areas of similar or compatible uses, and to minimize the negative impact of industrial activities on neighboring land uses. The recommendations are intended to mitigate issues of incompatibility such as those found within the Study Area.

Landscaping and screening are needed to provide a visual barrier to certain uses. Deficiencies in landscaping buffering remain and have not been corrected on an area-wide basis. In response to this, the Village's Comprehensive Plan Update recommends improved screening and buffering throughout the Lehigh Avenue portion of the Lehigh/Ferris Target Area.

Internal traffic circulation is a primary challenge to coordinating future land uses and promoting redevelopment. The configuration of Chestnut Street as a one-block, dead-end street, which intersects with Lehigh Avenue near the train station, makes this intersection confusing and disorganized to motorists and pedestrians. Elm Street and Main Street also dead-end just west of Lehigh, resulting in limited options for internal site design and roadway access.

A lack of planning and coordination between public infrastructure and land uses within and surrounding the Study Area has resulted in ongoing issues and complaints relating to illegal truck movements on restricted roadways and the use of public right-of-way for truck maneuvering. According to a 2007 report prepared by SB Friedman & Co. outlining recommendations for pedestrian and roadway improvements within the Lehigh/Ferris Target Area, truck route planning is recommended as a near-term improvement for the Study Area to better align routing with land uses and make the area more pedestrian-friendly. Where truck routing has been adjusted, additional measures such as signage and physical barriers may be needed to mitigate illegal movements.

As previously indicated, this area is restricted by the commuter railroad right-of-way and Lehigh Avenue to the east, and the Forest Preserve on the west. Future redevelopment options are limited as they will have to overcome the multiple dead-end streets west of Lehigh Avenue and the troublesome intersections along Lehigh Avenue.

5. Inadequate Utilities

Inadequate utilities are those that are: (i) of insufficient capacity to serve the uses in the redevelopment project area; (ii) deteriorated, antiquated, obsolete or in disrepair; or (iii) lacking within the redevelopment project area.

According to the "Lehigh/Ferris TIF District Utility Study" prepared in 2008 by McDonough Associates, Inc., (the "Study"), the storm sewers in a substantial portion of the Study Area are combined with sanitary sewer facilities, and are not tied to the relief storm sewer that serves the rest of the area. Accordingly, the Study recommends separation of storm and sanitary sewers in this area to accommodate



future redevelopment in the Study Area. It also recommends sizing the separated storm sewer piping to handle storm frequency and intensity. The Study also recommends construction of a new sanitary sewer along Lehigh Avenue, as well as enhancing of all other sanitary sewers in the Lehigh/Ferris TIF District.

Certain water distribution improvements are also required, according to the Study, to accommodate redevelopment scenarios proposed for the Study Area. Fire flow tests demonstrated that while the existing system showed good static pressure for existing land uses, flows are inadequate for providing sufficient fire flows to most future development scenarios. According to the Study, existing water mains in select areas would have to be upsized in order to achieve the required pressure. Recommended water infrastructure improvements in the Study Area are critical to supporting not only future development, but existing uses within in the Study Area.

The Study also notes that the Village should plan a corridor within rights-of-way in which existing and new private utilities can be relocated underground.

There are no traffic signals in the Study Area. Curbs and gutters exist at some locations, and sidewalks are provided only intermittently throughout the Study Area. The Comprehensive Plan Update identifies certain infrastructure issues in the Study Area, including the need for upgraded street lighting, the need for better sidewalk placement, and the need for improved pedestrian access and crossings.

According to a 2018 street assessment by the Village's Department of Public Works, pavement conditions in the Study Area were found to range from fair to failed. Using a ten-point grading scale with "10" representing best conditions and "1" representing worst conditions, Chestnut Street west of Lehigh Avenue was rated 1, or failed. Lehigh Avenue was rated 5 north of Elm Street and 6 south of Elm Street. West of Lehigh Avenue, Elm Street was rated 6 and Main Street was rated 4. Roadway conditions have further deteriorated since the 2018 street assessment, especially along Chestnut Street, where failed pavement conditions have impacted vehicular use.

## **VI. SUMMARY OF FINDINGS AND OVERALL ASSESSMENT OF QUALIFICATION**

The following is a summary of relevant qualification findings as it relates to potential designation of the Study Area by the Village as a TIF District.

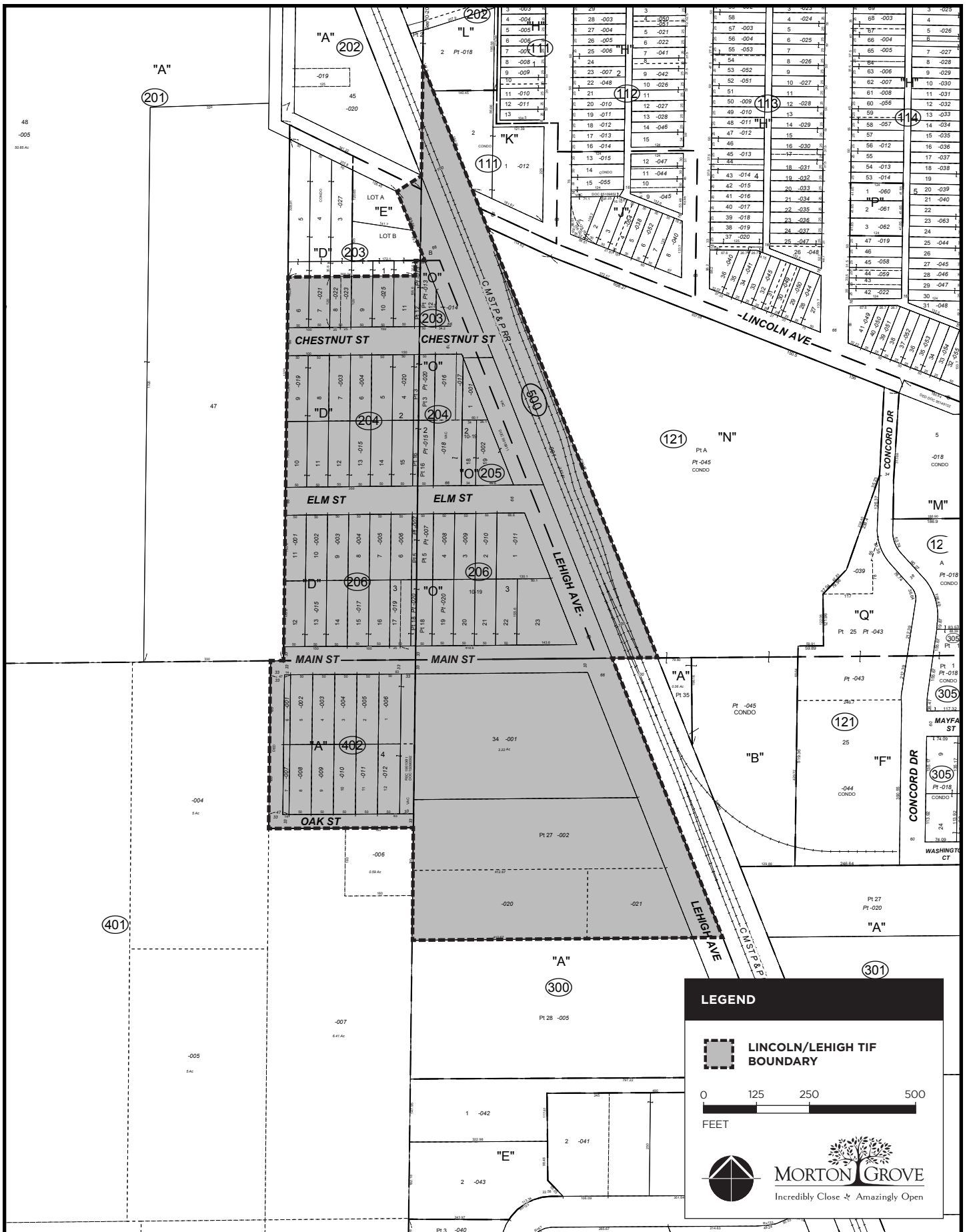
1. The area is contiguous and is greater than 1½ acres in size.
2. The area qualifies as a “conservation area” as defined in the Act. A more detailed analysis of the qualification findings is outlined in this report.
3. All property in the area would substantially benefit by the proposed redevelopment project improvements.
4. The sound growth of taxing districts applicable to the area, including the Village, has been impaired by the factors found present in the area.
5. The area would not be subject to redevelopment without the investment of public funds, including property tax increments.

These findings, in the judgment of KMA, provide the Village with sufficient justification to consider designation of the TIF District.

The area has not benefited from updated and current planning efforts by either the public or private sectors in relation to current market conditions. There is a need to focus redevelopment efforts relating to business attraction and mixed use development in order to improve and preserve the existing tax base and contribute to the vibrancy of a Village center in this area.

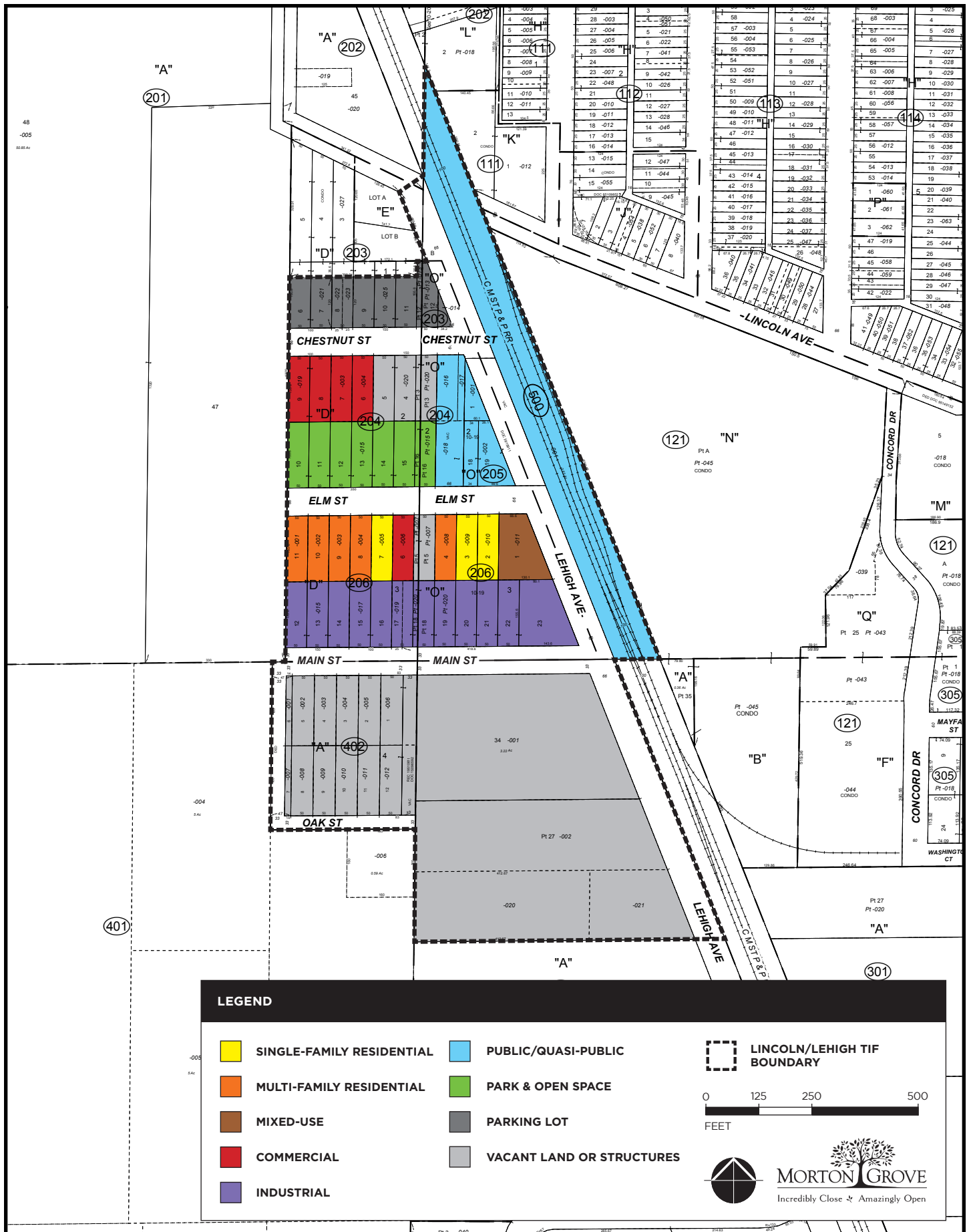
**EXHIBIT 1**

**TIF BOUNDARY MAP**



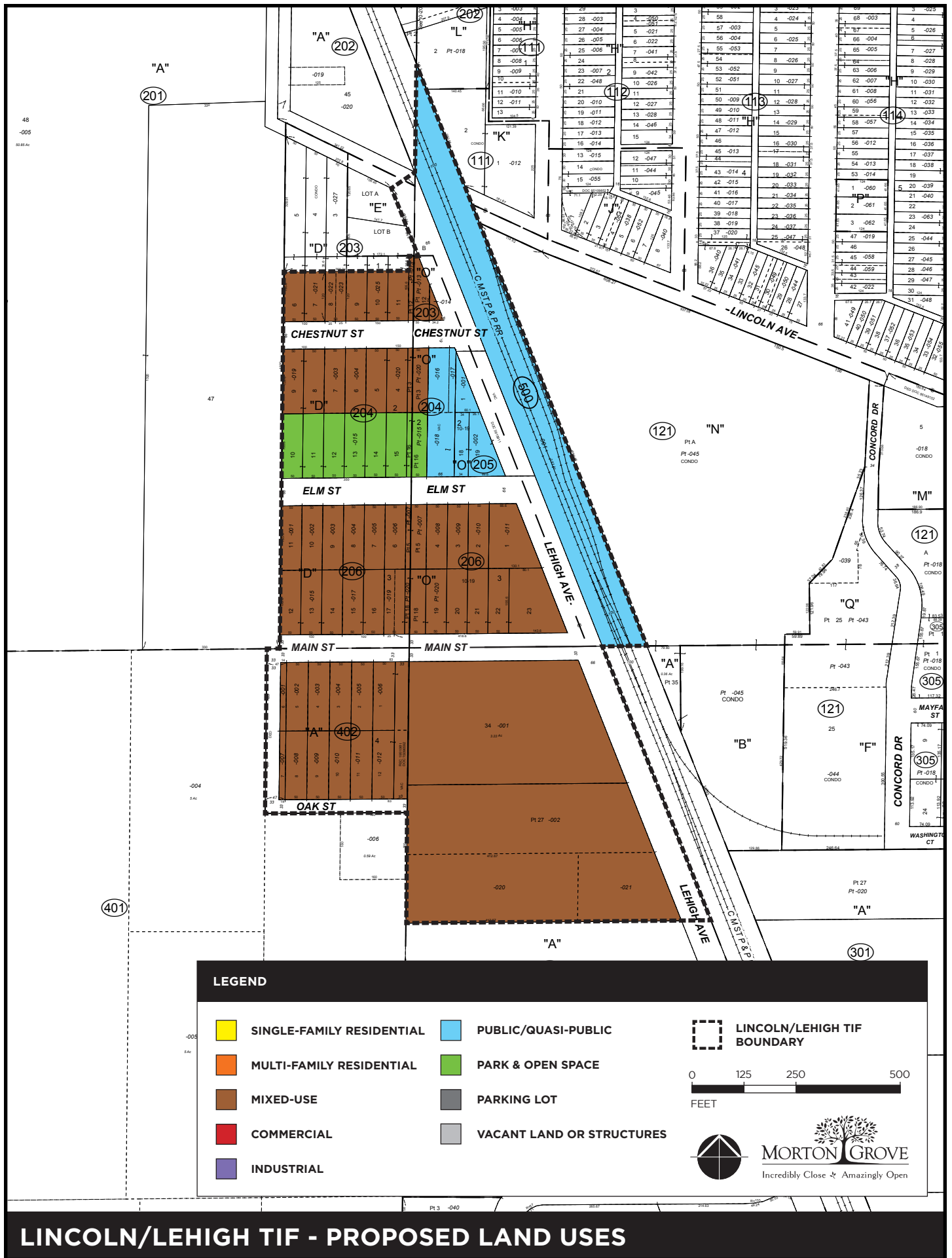
# LINCOLN/LEHIGH TIF

**EXHIBIT D**  
**EXISTING LAND USE MAP**



## LINCOLN/LEHIGH TIF - CURRENT LAND USES

**EXHIBIT E**  
**FUTURE LAND USE MAP**





**EXHIBIT F**  
**HOUSING IMPACT STUDY**

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**VILLAGE OF MORTON GROVE  
LINCOLN/LEHIGH  
TIF DISTRICT/REDEVELOPMENT PROJECT AREA  
HOUSING IMPACT STUDY**

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**A study undertaken by the Village of Morton Grove to determine the potential housing impact of the Lincoln/Lehigh TIF District/Redevelopment Project Area pursuant to the Tax Increment Allocation Redevelopment Act of 65 ILCS Section 5/11-74.4-3, et seq. of the Illinois Compiled Statutes, as amended.**

**Prepared For: Village of Morton Grove, Illinois**

**Prepared By: The Village of Morton Grove and Kane, McKenna and Associates, Inc.**

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**July, 2021**

**VILLAGE OF MORTON GROVE  
LINCOLN/LEHIGH  
TIF DISTRICT/REDEVELOPMENT PROJECT AREA  
HOUSING IMPACT STUDY**

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**LIST OF EXHIBITS**

Exhibit 1       -       TIF Boundary Map

## **I. INTRODUCTION AND BACKGROUND**

The Village of Morton Grove (the “Village”) is exploring the possibility of creating the Lincoln/Lehigh Tax Increment Financing District (“TIF District”), initiating a Redevelopment Project Area (“RPA”). The initial study area for the RPA is described in the map attached hereto as Exhibit 1 and to be known as the Lincoln/Lehigh Redevelopment Project Area (the “RPA” or “TIF District”)

Pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4.1, et seq., as amended (the “TIF Act” or “Act”), if a redevelopment plan for a redevelopment project area would result in the displacement of residents from ten (10) or more inhabited residential units, or if the redevelopment project area contains seventy-five (75) or more inhabited residential units, and no certification stating that displacement will not occur is made by the municipality, then the municipality must prepare a housing impact study as described in Section 11-74.4-3(n) and incorporate the housing impact study into the redevelopment plan for the redevelopment project area.

While the Village does not anticipate or propose to displace residents from inhabited units within the proposed RPA, the Village cannot certify that displacement of ten (10) or more inhabited residential units will not occur over the term of the RPA. Therefore, in accordance with the Act, a housing impact study is a required element of the Lincoln/Lehigh TIF District/Redevelopment Project Area Redevelopment Plan and Project (the “Plan” or “TIF Redevelopment Plan”). The Village has jointly prepared this Housing Impact Study with Kane, McKenna and Associates, Inc. (“KMA”) in order to conform to the provisions of the Act.

The Village proposes to redevelop underutilized property in the RPA to support a mix of new uses, including commercial, retail, and residential uses. The redevelopment activity is intended to stabilize and enhance the tax base while providing high quality amenities, housing options, and public infrastructure for neighborhood residents.

The Village acknowledges that redevelopment within the RPA may result in the relocation of some residential housing units, but implementation of the Redevelopment Plan is intended to produce a net increase in housing units and types within the RPA. **The Village does not propose, and the Redevelopment Plan does not include, any plans for any residential dislocation or relocation activities within the RPA.** This Study is not a plan for the dislocation or relocation of residential units within the RPA. Rather, the purpose of this Study is to comply with the requirements of the TIF Act in the event that any housing dislocation occurs as a result of future private development within the RPA. The Study will outline the current mix of housing stock, the racial and ethnic makeup of the residents, and any potential plans for relocation and the relocation assistance to be made available.

This Housing Impact Study is organized into two parts. Part I describes the housing survey conducted within the RPA to determine existing housing characteristics. Part II describes the potential impact of the Redevelopment Plan. Specific elements of the Housing Impact Study include:

## **Part I. Housing Survey**

- i. Type of residential unit, either single-family or multi-family.
- ii. The number and type of rooms within the units, if that information is available.
- iii. Whether the units are inhabited or uninhabited, as determined not less than 45 days before the date that the ordinance or resolution required by subsection (a) of Section 11-74.4-5 of the Act is passed.
- iv. Data as to the racial and ethnic composition of the residents in the inhabited residential units, which shall be deemed to be fully satisfied if based on data from the most recent federal census.

## **Part II. Potential Housing Impact**

- i. The number and location of those units that will be or may be removed.
- ii. The municipality's plans for relocation assistance for those residents in the proposed redevelopment project area whose residencies are to be removed.
- iii. The availability of replacement housing for those residents whose residences are to be removed, and the identification of the type, location, and cost of the replacement housing.
- iv. The type and extent of relocation assistance to be provided

## **Data Source**

The Housing Impact Study will first examine the types of units in the RPA. The data used for this analysis was provided by the Village and the U.S. Census Bureau. The Study has used the most accurate and recent data available as of April 2021. Village staff made multiple site visits to the RPA to examine the structure types and vacancy conditions. Data from the U.S. Census Bureau was used to determine the residential unit characteristics and the racial and ethnic composition of the RPA. The Village also examined housing and rental listings data from the Multiple Listing Service (“MLS”) of Northern Illinois and a real estate listing website to obtain information on the available inventory of replacement rental and for-sale housing in the area surrounding the RPA.

## **Low Income Residential and Replacement Housing**

Any residents who are deemed to be low-income or very low-income will be given the necessary support as dictated by the TIF Act and the Federal Uniform Relocation Act. Village staff supplied a list of potential replacement housing for sale and rent generated by a Multiple Listing Service search by a real estate professional following strict parameters to replicate then price, type and location of housing in the RPA. Every effort was made to identify replacement housing as most similar to the original housing in location, structure, type, and price.

## **PART I. HOUSING SURVEY**

The TIF Act requires that data regarding the nature of the housing, whether single-unit or multi-unit, be examined and a finding be placed in the Housing Impact Study. Part I of this study provides the number, type, and size of residential units within the RPA; the number of inhabited units; and the racial and ethnic composition of the residents in the inhabited residential units.

### **Number and Type of Residential Units**

The number and type of residential units within the RPA were identified during a survey conducted by Village staff on April 29, 2021. This survey revealed that the RPA contains nine (9) residential or mixed-use residential buildings containing a total of twenty-two (22) residential units. The location of the inhabited residential units is shown in *Figure 1: Location of Inhabited Residential Units*, provided on the following page. The number of residential units by building type is outlined in *Table 1: Number and Type of Residential Units*, provided below.

**Table 1: Number and Type of Residential Units<sup>1</sup>**

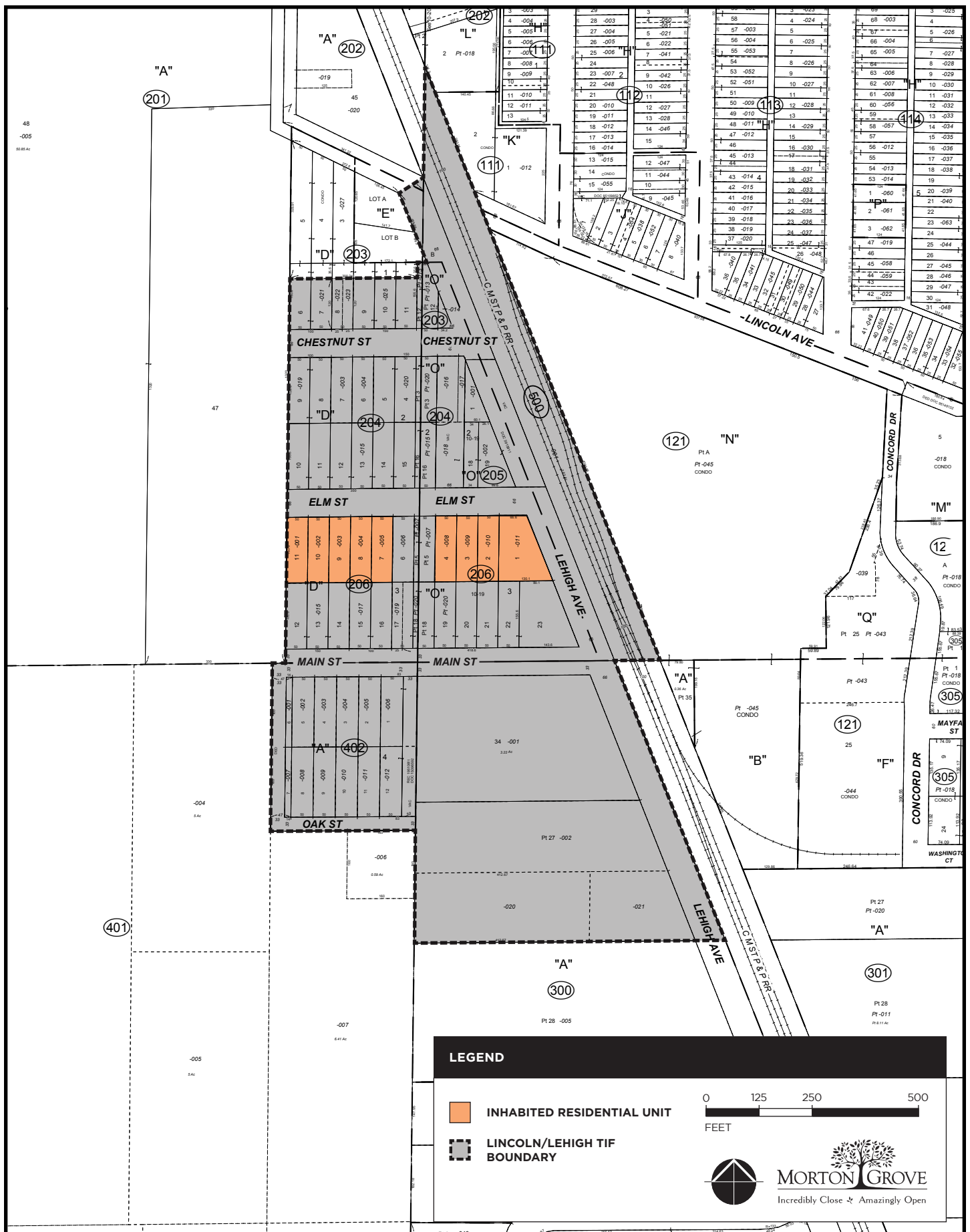
Building Type	Total Buildings	Residential Units	
		Total	Inhabited
Single-Family	3	3	3
Multi-Family	4	16	16
Accessory Dwelling Unit	1	1	1
Mixed-Use	1	2	2
<b>Total</b>	<b>9</b>	<b>22</b>	<b>22</b>

<sup>1</sup> As identified April 29, 2021, by Village staff

### **Number and Type of Rooms in Residential Units**

The TIF Act requires that the Village provide a breakdown of the number of rooms and types of rooms in the residential units in the RPA, if available. The distribution of the twenty-two (22) residential units within the RPA by number of rooms and by number of bedrooms is identified in tables within this section. The methodology to determine this information is described below.

In order to describe the distribution of residential units by number and type of rooms within the RPA, the Village analyzed 2019 United States Census Bureau American Community Survey (ACS) five-year estimates for Block Group 1, Census Tract 8083.01, in Cook County, Illinois. All housing units located within the RPA are located fully within this block group. The distribution of housing unit sizes and bedroom types within this block group was then applied to the total number of units in the RPA identified by the survey. While the makeup of housing types in the RPA relative to the larger block group may introduce a slightly different mix of room and bedroom counts, this methodology should produce a reasonable approximation of the unit mix and other characteristics of housing units within the RPA. The estimated distribution of units by number of rooms and number of bedrooms is summarized in *Table 2: Estimated Housing Units by Number of Rooms* and *Table 3: Estimated Housing Units by Number of Bedrooms*.



**FIGURE 1: LOCATION OF INHABITED RESIDENTIAL UNITS**

**Table 2: Estimated Housing Units by Number of Rooms<sup>1</sup>**

<b>Number of Rooms</b>	<b>Distribution by Percent for Block Group 1, Census Tract 8083.01</b>	<b>Estimated Units by Number of Rooms<sup>2</sup></b>
1	4.4%	1
2	7.0%	2
3	32.8%	7
4	38.1%	8
5	8.6%	2
6	4.0%	1
7	5.1%	1
8	0.0%	0
9 or more	0.0%	0
<b>Total</b>	<b>100.0%</b>	<b>22</b>

*Source: U.S. Census Bureau American Community Survey (ACS), 5-Year Estimates, 2019*

<sup>1</sup> As defined by the Census Bureau, for each unit, rooms include living rooms, dining rooms, kitchens, bedrooms, finished recreation rooms, enclosed porches suitable for year-round use, and lodger's rooms. Excluded are strip or Pullman kitchens, bathrooms, open porches, balconies, halls or foyers, half-rooms, utility rooms, unfinished attics or basements, or other unfinished space used for storage. A partially divided room is a separate room only if there is a partition from floor to ceiling, but not if the partition consists solely of shelves or cabinets.

<sup>2</sup> Figures were determined based on the distribution of housing units by number of rooms for the block group within which the subject housing units are located, as provided in the 2019 American Community Survey (ACS) 5-year estimates. The reader must be aware of the margins of error accompanying the ACS estimates [see Table B25017] and the margins of error associated with the interpolation of these estimates. Applying such estimates to a relatively small sample of housing units may produce results that are not accurate. However, this method of interpolation was deemed the most appropriate method available to produce actionable results and information that is meaningful to the reader.



**Table 3: Estimated Housing Units by Number of Bedrooms<sup>3</sup>**

<b>Number of Bedrooms</b>	<b>Distribution by Percent for Block Group 1, Census Tract 8083.01</b>	<b>Estimated Units by Number of Bedrooms<sup>4</sup></b>
Studio	4.4%	1
1 Bedroom	27.2%	6
2 Bedrooms	54.7%	12
3 Bedrooms	13.7%	3
4 Bedrooms	0.0%	0
5 or more bedrooms	0.0%	0
<b>Total</b>	<b>100.0%</b>	<b>22</b>

*Source: U.S. Census Bureau American Community Survey (ACS), 5-Year Estimates, 2019*

<sup>3</sup> As defined by the Census Bureau, number of bedrooms includes all rooms intended for use as bedrooms even if they are currently used for some other purpose. A housing unit consisting of only one room, such as a one-room efficiency apartment, is classified, by definition, as having no bedroom.

<sup>4</sup> Figures were determined based on the distribution of housing units by number of bedrooms for the block group within which the subject housing units are located, as provided in the 2019 American Community Survey (ACS) 5-year estimates. The reader must be aware of the margins of error accompanying the ACS estimates [see Table B25041] and the margins of error associated with the interpolation of these estimates. Applying such estimates to a relatively small sample of housing units may produce results that are not accurate. However, this method of interpolation was deemed the most appropriate method available to produce actionable results and information that is meaningful to the reader.

## **Number of Inhabited Units**

A survey of inhabited dwelling units within the RPA was conducted by Village staff and completed on April 29, 2021. Based on this survey and Village records, Village staff identified twenty-two (22) residential units, of which none were identified as vacant. Therefore, there are twenty-two (22) inhabited units within the RPA. As required by the Act, this information was ascertained as of April 29, 2021, which is a date not less than 45 days prior to the date that the resolution required by subsection (a) of Section 11-74.4-5 of the Act is or will be passed (the resolution setting the public hearing and Joint Review Board meeting dates).

## **Race and Ethnicity of Residents**

As required by the Act, the racial and ethnic composition of the residents in the inhabited residential units located within the RPA was determined. The methodology is described in this section.

According to the 2019 American Community Survey (ACS) five-year estimates, there were an estimated 810 residents in Block Group 1, Census Tract 8083.01. The block group is the lowest level geography for which race and ethnicity characteristics are provided by the U.S. Census Bureau and is therefore the best available information regarding the residents of the RPA. The total population of the RPA was estimated by multiplying the number of households (inhabited units) within the RPA (22) by the average household size (1.59) of the applicable block group, based on 2019 ACS estimates. Based on the estimated total population, a proportional projection

was made of the race and ethnicity characteristics of the residents. According to these projections, there are an estimated thirty-five (35) residents living within the RPA. The race and ethnic composition of these residents is described in *Table 4: Race and Ethnicity Characteristics*.

**Table 4: Race and Ethnicity Characteristics**

<b>Race</b>	<b>Distribution by Percent for Block Group 1, Census Tract 8083.01</b>	<b>Estimated Residents<sup>5</sup></b>
White Alone	66.4%	23
Black or African American Alone	0.6%	0
American Indian and Alaska Native Alone	0.0%	0
Asian Alone	30.9%	11
Native Hawaiian and Other Pacific Islander Alone	0.0%	0
Some Other Race Alone	2.1%	1
Two or More Races	0.0%	0
<b>Total</b>	<b>100.0%</b>	<b>35</b>

<b>Ethnicity</b>	<b>Distribution by Percent for Block Group 1, Census Tract 8083.01</b>	<b>Estimated Residents<sup>5</sup></b>
Not Hispanic or Latino	94.2%	23
Hispanic or Latino	5.8%	2
<b>Total</b>	<b>100.0%</b>	<b>35</b>

*Source: U.S. Census Bureau American Community Survey (ACS), 5-Year Estimates, 2019*

<sup>5</sup> Figures were determined based on the racial and ethnic composition of the block group within which the subject housing units are located, as provided in the 2019 American Community Survey (ACS) 5-year estimates. The reader must be aware of the margins of error accompanying the ACS estimates [see Tables B02001 and B03003] and the margins of error associated with the interpolation of these estimates. Applying such estimates to a relatively small sample of housing units may produce results that are not accurate. However, this method of interpolation was deemed the most appropriate method available to produce actionable results and information that is meaningful to the reader.

## **PART II. POTENTIAL HOUSING IMPACT**

### **Number and Location of Units That May Be Removed**

The TIF Act requires that the Housing Impact Study identify those inhabited units, by location and number, that may be removed, either through a voluntary sale or through eminent domain, as a result of the redevelopment plan. In the RPA, there are potentially twenty-two (22) impacted units in nine (9) different structures. Refer to *Table 5: Inhabited Residential Units*.

While the Village does not expect to displace any residents and the Redevelopment Plan does not specifically propose the redevelopment of current residential use properties, it is conceivable that over the 23-year life of the RPA, some displacement of residential units may occur in the process of private redevelopment of obsolete buildings that contain a residential component. In order to meet the statutory requirement of defining the number and location of inhabited residential units that may be removed, the remainder of Part II of the Study has been conducted with the assumption that all current residential units could be displaced.

**Table 5: Inhabited Residential Units**

<b>PIN(s)</b>	<b>Address</b>	<b>Unit #</b>	<b># of Units</b>	<b># of Buildings</b>	<b>Resident Type</b>
10-19-206-001-0000	6427 Elm St.	1, 2, 3	3	1	Apartments
10-19-206-002-0000	6423 Elm St.	1, 2	2	1	Apartments
10-19-206-003-0000 10-19-206-004-0000	6415 Elm St.	2A, 2B, 2C, 3A, 3B, 3C, 4A, 4B, 4C	9	1	Apartments
10-19-206-005-0000	6411 Elm St.		1	1	Single-Family
10-19-206-008-0000	6347 Elm St.	1, 2, 3	3	2	Apartments, Coach House
10-19-206-009-0000	6341 Elm St.		1	1	Single-Family
10-19-206-010-0000	6337 Elm St.		1	1	Single-Family
10-19-206-011-0000	8420 Lehigh Ave.	2, 3	2	1	Commercial/ Residential
<b>Total</b>			<b>22</b>	<b>9</b>	

### **Relocation Plan**

The TIF Act requires that the Village establish a plan for relocation assistance for those residential units that may be removed as a result of redevelopment projects within the RPA. The Village's plan for relocation assistance for those residents in the RPA whose residences are removed will be consistent with the requirements set forth in the TIF Act and other Federal requirements. Until such a redevelopment project is approved, there is no certainty that any removal of residents will actually occur.

The Village will provide relocation assistance pursuant to regulations promulgated under the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 ("URA") and as specified in the TIF Act. Said laws shall serve as the basis for the Village's relocation plan for any residents who would be displaced as a result of TIF-related redevelopment

efforts. In addition to such guidelines, the Village may undertake assistance based on the needs of the residents or the redevelopment projects.

## **Relocation Assistance**

While the removal or displacement of housing units within the RPA is not a goal of the Redevelopment Plan or the Village, it is possible that some inhabited units may be removed over the 23-year term of the RPA in the course of private redevelopment.

In the event that the implementation of the Redevelopment Plan results in the removal of residential housing units in the RPA occupied by low-income households or very low-income households, or the displacement of low-income households or very low-income households from such residential housing units, such households shall be provided affordable housing and relocation assistance not less than that which would be provided under the Federal Uniform Relocation Assistance (“URA”) and Real Property Acquisition Policies Act of 1970 and the regulations thereunder, including the eligibility criteria. Affordable housing may be either existing or newly constructed housing. The Village shall make a good faith effort to ensure that this affordable housing is located in or near the RPA.

As used in the above paragraph, “low-income households,” “very low-income households” and “affordable housing” have the meanings set forth in Section 3 of the Illinois Affordable Housing Act, 310 ILCS 65/3 et seq., as amended. As of the date of this study, these statutory terms are defined as follows:

- **"Low-income household"** means a single person, family or unrelated persons living together whose adjusted income is more than 50%, but less than 80%, of the median income of the area of residence, adjusted for family size, as such adjusted income and median income for the area are determined from time to time by the United States Department of Housing and Urban Development for purposes of Section 8 of the United States Housing Act of 1937.
- **"Very low-income household"** means a single person, family or unrelated persons living together whose adjusted income is not more than 50% of the median income of the area of residence, adjusted for family size, as such adjusted income and median income for the area are determined from time to time by the United States Department of Housing and Urban Development for purposes of Section 8 of the United States Housing Act of 1937.
- **"Affordable housing"** means residential housing that, so long as the same is occupied by low-income households or very low-income households, requires payment of monthly housing costs, including utilities other than telephone, of no more than 30% of the maximum allowable income as stated for such households as defined in this Section.

If residents within the RPA are displaced, the Village will need to determine if those residents fall into the low-income or very low-income categories. The Village will then take appropriate action and make a good faith effort to relocate low-income and very low-income households whose

residences are removed to affordable housing located in or near the RPA, and will provide relocation assistance not less than that which would be provided under the Federal Uniform Relocation Assistance and Real Property Policies Act of 1970. The Village intends to work with local housing agencies and organizations to ensure that any relocated residents find comparable housing.

## **Replacement Housing**

In accordance with Subsection 11-74.4-3(N)(7) of the TIF Act, the Village must make a good faith effort to ensure that affordable replacement housing located in or near the RPA is available for any qualified displaced residents. In order to determine the availability of replacement housing for those residents who may potentially be displaced by redevelopment activity, the Village examined several data sources, including vacancy data from the American Community Survey, and active housing and rental listings data from the Multiple Listing Service (“MLS”) of Northern Illinois and a real estate listing website.

For the purpose of determining the available inventory of replacement rental and for-sale housing in the area surrounding the RPA, the geography used to obtain vacancy data was widened to the census tract (Census Tract 8083.01, in Cook County, Illinois), which includes four (4) block groups and generally aligns with the Village’s municipal boundary. According to the 2019 American Community Survey (ACS) five-year estimates for the RPA census tract, the census tract contained 2,641 housing units, of which 299 (11.3%) were vacant. This suggests there is an available inventory of housing in the area surrounding the RPA.

The TIF Act states that the Village shall identify the availability of replacement housing for those residents whose residences are to be removed and shall identify the type, location, and costs of the housing. For the purpose of collecting replacement housing information, the replacement housing market area was determined to be the area within a three-mile radius of the RPA. A three-mile radius from the RPA was determined to provide the most appropriate selection of replacement housing stock for the following reasons:

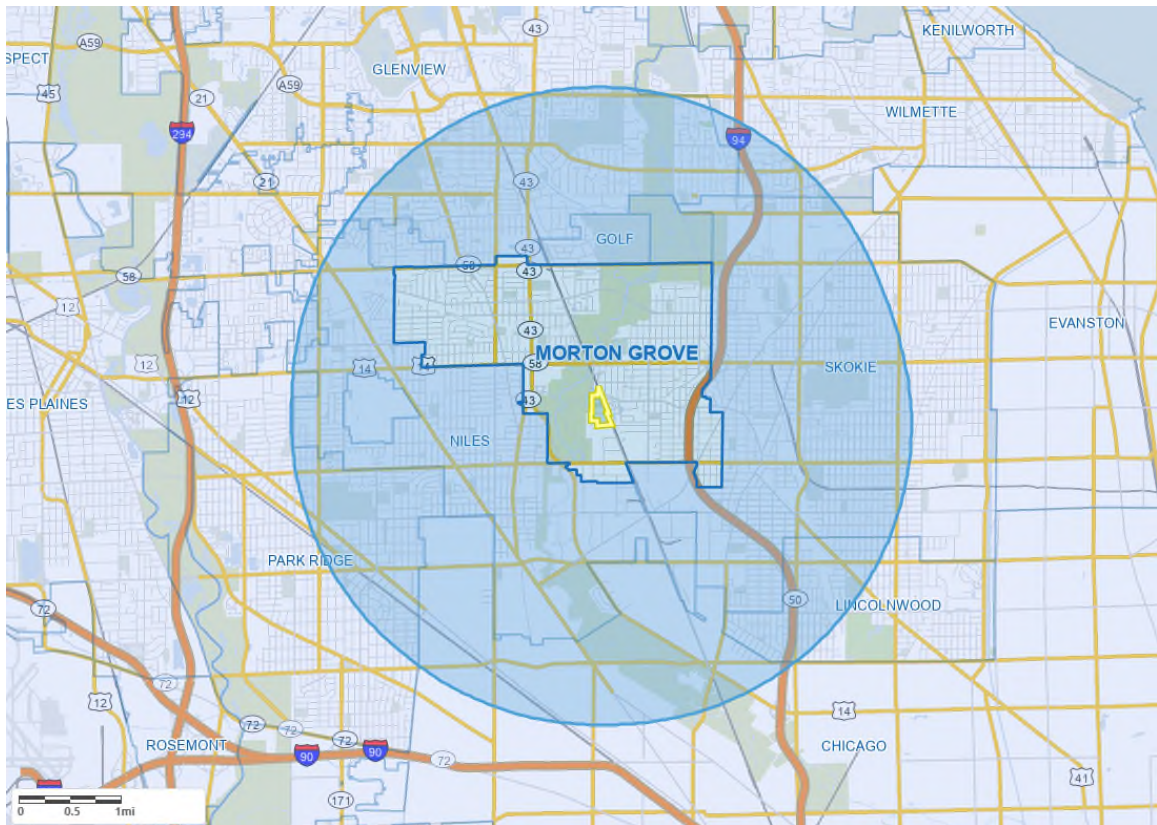
- Replacement housing will be within an approximate ten-minute drive time from the RPA.
- Replacement housing will offer similar accessibility to Interstates 94 and 294.
- The RPA is located within the District 219 Niles Township West High School area of service. A three-mile radius overlaps significantly with this area of service, providing ample replacement housing opportunities that will allow for secondary education students within the RPA to relocate without changing high schools.
- A three-mile radius is commonly used in residential comparative market analysis (CMA).

The area within a three-mile radius of the RPA is shown in *Figure 2: Replacement Housing Market Area*. The replacement housing market area includes the Village of Morton Grove and contains significant areas within Niles, Skokie, Glenview, Golf, Lincolnwood, Park Ridge, and Chicago.

Village staff identified replacement housing alternatives within the replacement housing market area with the assistance of a real estate professional and were prioritized based on proximity to the

RPA, type, and price. Housing alternatives were identified for both renters and for potential home buyers. Refer to *Table 6: Replacement Housing for Rent* and *Table 7: Replacement Housing for Sale*.

The information contained in this section is not meant to be exhaustive, but serves as an example of alternative housing available in price ranges similar to the existing housing within the RPA.



**Figure 2: Replacement Housing Market Area**

**Table 6: Replacement Housing for Rent<sup>6</sup>**

Address	City	List Rent (USD)	Type	Rooms
6449 Newark Ave. Unit 1R	Chicago	925	Apartment	3
7900 Caldwell Ave. #16	Niles	995	Apartment	3
7900 Caldwell Ave. #20	Niles	995	Apartment	3
7910 Caldwell Ave. #6	Niles	995	Apartment	3
6461 Newark Ave.	Chicago	975	Single-Family	3
8560 Niles Center Rd. Unit 22	Skokie	1,095	Apartment	3
8504 Waukegan Rd. #10	Morton Grove	1,100	Apartment	2
4858 Lee St. #1C	Skokie	1,100	Apartment	3
4833 Kirk St. Unit 1-W	Skokie	1,100	Apartment	4
8500 Waukegan Rd. Apt. 1	Morton Grove	1,100	Apartment	2
5240 Galitz St. #405	Skokie	1,125	Apartment	3
4842 Greenleaf St. #2E	Skokie	1,150	Apartment	4
10111 Old Orchard Ct. #201	Skokie	1,175	Apartment	3

8280 Dempster St. #5	Niles	1,200	Apartment	4
6706 Oxford Ave. #2S	Chicago	1,200	Apartment	3
8312 Kilpatrick Ave. #2B	Skokie	1,225	Apartment	4
4741 Washington St.	Skokie	1,250	Apartment	3
9019 Lamont Ave. #2S	Skokie	1,250	Apartment	4
8557 Niles Center Rd. #3	Skokie	1,250	Apartment	4
5026 Carol St. #1F	Skokie	1,250	Apartment	3
8549 Milwaukee Ave. #1W	Niles	1,275	Apartment	4
6756 Sauganash Ave. #2A	Chicago	1,295	Apartment	4
7342 Carol St. #G	Niles	1,300	Apartment	4
8251 Kilpatrick Ave. #1B	Skokie	1,300	Apartment	4
8037 Oriole Ave. Floor 2	Niles	1,300	Apartment	4
4901 Crain St. Unit 1	Skokie	1,325	Apartment	4
7538 Waukegan Rd. #1-W	Niles	1,350	Apartment	4
8949 Skokie Blvd. Unit G	Skokie	1,350	Apartment	3
7538 Waukegan Rd. #2-E	Niles	1,350	Apartment	4
5215 Galitz St. Unit 4C	Skokie	1,375	Apartment	2
1343 Woodview Ln. #2W	Glenview	1,375	Apartment	4
8858 Wisner St. #2N	Niles	1,380	Apartment	4
9018 Skokie Blvd. Unit B	Skokie	1,400	Apartment	4
8651 Ferris Ave. Unit 2	Morton Grove	1,495	Apartment	4
8423 Oak Ave. #2	Niles	1,500	Apartment	5
1719 Grove St. Unit 1	Glenview	1,500	Apartment	4
6765 Olmsted Ave. Unit 2A	Chicago	1,500	Apartment	4
928 Harlem Ave. Unit 928	Glenview	1,500	Apartment	4
5120 Sherwin Ave.	Skokie	1,750	Single-Family	4
6340 Capulina Ave. Unit 2B	Morton Grove	1,750	Apartment	4
205 Touhy Ave. Unit 133	Park Ridge	1,935	Apartment	2
5924 Carol Ave.	Morton Grove	1,999	Single-Family	5
8242 New England Ave.	Niles	2,100	Single-Family	5
7035 Kedzie St.	Niles	2,195	Single-Family	5
8719 Callie Ave.	Morton Grove	2,200	Single-Family	4
9226 Lorel Ave.	Skokie	2,350	Single-Family	5
8819 Osceola Ave.	Morton Grove	2,800	Single-Family	5
7340 Coyle Ave.	Chicago	3,200	Single-Family	9
2315 Robincrest Ln.	Glenview	3,500	Single-Family	6
9441 Sayre Ave.	Morton Grove	5,700	Single-Family	9

Source: Multiple Listing Service (MLS) of Northern Illinois, Zillow.com

<sup>6</sup> All replacement housing units for rent were listed as available at the time of this study and are located within the replacement housing market area for the RPA, which is defined as the area within a three-mile radius of the RPA. This list is only intended to provide an example of available housing alternatives for rent, with alternatives prioritized based on proximity to the RPA, type, and price.

**Table 7: Replacement Housing for Sale<sup>7</sup>**

Address	City	List Price (USD)	Type	Rooms
5056 Lincoln Ave. #A417	Morton Grove	99,900	Condominium	2
5500 Lincoln Ave. Unit 312-E	Morton Grove	123,500	Condominium	3
5500 Lincoln Ave. Unit 405-W	Morton Grove	129,000	Condominium	3
5506 Lincoln Ave. Unit 423	Morton Grove	167,000	Condominium	4
5506 Lincoln Ave. #A316	Morton Grove	169,999	Condominium	4
7100 Wilson Terr.	Morton Grove	219,900	Single-Family	5
8319 Ballard Rd.	Niles	225,000	Single-Family	3
8340 Callie Ave. Unit 408	Morton Grove	225,000	Condominium	4
8400 Callie Ave. Unit 505	Morton Grove	230,000	Condominium	3
8231 Menard Ave.	Morton Grove	245,000	Single-Family	3
6660 Wood River Dr. Unit 207	Niles	247,000	Condominium	4
8231 Menard Ave.	Morton Grove	250,000	Single-Family	3

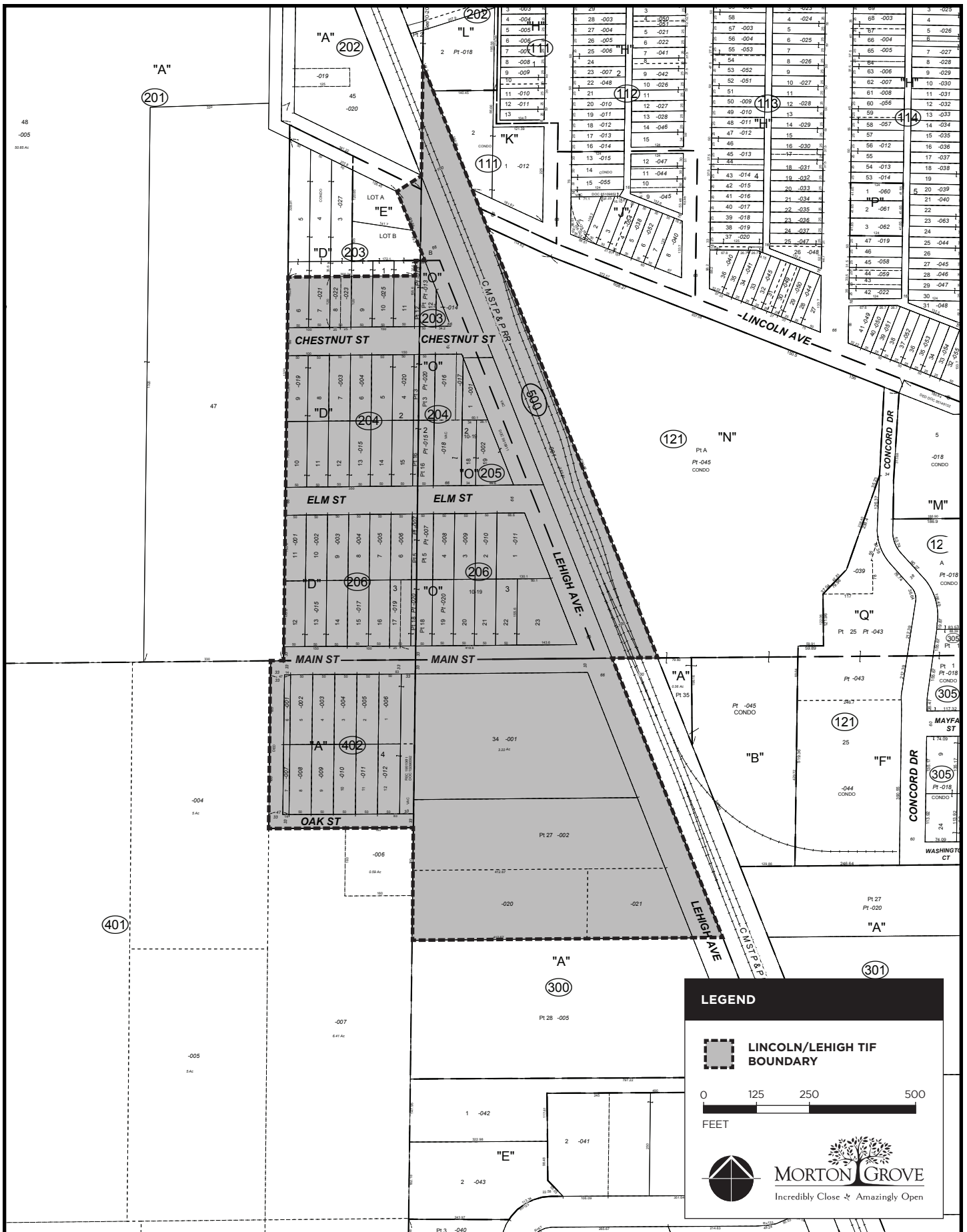
6211 Lincoln Ave. Unit 506	Morton Grove	259,900	Condominium	4
7747 Nordica Ave. Unit F	Niles	259,900	Townhome	5
8300 Concord Dr. Unit 503	Morton Grove	279,900	Condominium	4
8840 Mason Ave.	Morton Grove	285,000	Single-Family	5
8440 Callie Ave. #C-303	Morton Grove	292,000	Condominium	4
5924 Carol Ave.	Morton Grove	299,000	Single-Family	5
8400 Callie Ave. Unit 214	Morton Grove	300,000	Condominium	4
7532 Lake St.	Morton Grove	305,000	Single-Family	5
6305 Lincoln Ave. #13-5	Morton Grove	310,000	Townhome	4
8908 Harlem Ave.	Morton Grove	325,000	Single-Family	5
8733 Major Ave.	Morton Grove	329,000	Single-Family	6
5315 Oakton St.	Skokie	329,000	Single-Family	6
5919 Church St.	Morton Grove	329,000	Single-Family	5
8655 Fernald Ave.	Morton Grove	330,000	Single-Family	5
7832 Luna Ave.	Morton Grove	349,000	Single-Family	6
314 Narragansett Ct.	Morton Grove	339,000	Townhome	5
5447 Reba St.	Morton Grove	359,900	Single-Family	6
6143 Lincoln Ave. Unit A	Morton Grove	388,000	Townhome	7
8610 School St.	Morton Grove	395,000	Single-Family	8
5916 Madison St.	Morton Grove	399,000	Single-Family	7
8340 Callie Ave.	Morton Grove	399,900	Condominium	4
8212 New England Ave.	Niles	399,000	Single-Family	5
5815 Monroe St.	Morton Grove	409,900	Single-Family	6
8532 Oketo Ave.	Niles	419,000	Single-Family	5
9144 Mason Ave.	Morton Grove	419,900	Single-Family	5
6353 Capulina Ave.	Morton Grove	429,900	Townhome	4
6347 Hennings Ct.	Morton Grove	435,000	Townhome	4
8156 Knox Ave.	Skokie	489,000	Multi-Family	8
6055-57 Crain St.	Morton Grove	499,000	Multi-Family	6
4815 Greenleaf St.	Skokie	499,000	Multi-Family	10
8211 Kilpatrick Ave.	Skokie	499,000	Multi-Family	9
4207 Main St.	Skokie	500,000	Mixed Use	5
4608 Howard St.	Skokie	513,000	Multi-Family	10
8709 Callie Ave.	Morton Grove	529,000	Multi-Family	10
5032 Crain St.	Skokie	529,900	Multi-Family	12
9125 Lawler Ave.	Skokie	585,000	Multi-Family	12
8201 Knox Ave.	Skokie	649,000	Multi-Family	12
9114 Lacrosse Ave.	Skokie	659,900	Multi-Family	11

Source: Multiple Listing Service (MLS) of Northern Illinois, Zillow.com

<sup>7</sup> All replacement housing units for sale were listed as available at the time of this study and are located within the replacement housing market area for the RPA, which is defined as the area within a three-mile radius of the RPA. This list is only intended to provide an example of available housing alternatives for sale, with alternatives prioritized based on proximity to the RPA, type, and price.



**EXHIBIT 1**  
**TIF BOUNDARY MAP**



# LINCOLN/LEHIGH TIF

STATE OF ILLINOIS                 )  
  ) SS  
COUNTY OF COOK                 )

**CERTIFICATION OF ORDINANCE AND MINUTES**

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Morton Grove, Cook County, Illinois (the “*Village*”), and that as such official I am the keeper of the records and files of the President and Trustees of the Village (the “*Corporate Authorities*”).

I do further certify that the foregoing is a full, true and complete transcript of that portion of the minutes of the meeting of the Corporate Authorities held on the 25th day of October 2021, insofar as same relates to the adoption of an ordinance entitled:

**AN ORDINANCE OF THE VILLAGE OF MORTON GROVE  
APPROVING THE REDEVELOPMENT PLAN AND PROJECT FOR THE  
LINCOLN/LEHIGH REDEVELOPMENT PROJECT AREA**

a true, correct and complete copy of which said ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Corporate Authorities on the adoption of said ordinance were conducted openly, that the vote on the adoption of said ordinance was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice; that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Corporate Authorities at least 48 hours in advance of the holding of said meeting and was continuously made available for viewing for at least the 48 hour period in advance of the holding of the meeting; that said agenda described or made specific reference to said ordinance; that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and the Illinois Municipal Code, as amended, and that the Corporate Authorities have complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Corporate Authorities.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the Village, this 25th day of October 2021.

---

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

(SEAL)

## Legislative Summary

### Ordinance 21-10

#### AN ORDINANCE OF THE VILLAGE OF MORTON GROVE DESIGNATING THE LINCOLN/LEHIGH REDEVELOPMENT PROJECT AREA

<b>Introduced:</b>	October 11, 2021
<b>Purpose:</b>	To formally designate the Lincoln/Lehigh Redevelopment Project Area.
<b>Background:</b>	<p>The area at Lincoln and Lehigh Avenues, located adjacent to the Morton Grove Metra Station, has not experienced significant growth and redevelopment through investment by private enterprise and is not reasonably anticipated to continue to produce property taxes comparable to other redeveloped areas in the Village. The Village therefore considered designating the area as a “Redevelopment Project Area” (“RPA”) or “TIF District” as contemplated by 65 ILCS 5/11-74.4-1 et seq. (the “TIF Act”). On June 28, 2021, pursuant to Resolution 21-39, the Village engaged the firm of Kane McKenna and Associates (“KMA”) to conduct an eligibility study and a Housing Impact Study for the proposed RPA. KMA prepared an eligibility survey and concluded the proposed Redevelopment Project Area qualifies as a “Redevelopment Project Area” as defined in the TIF Act. KMA also prepared a Plan and Project, which has been available for public inspection since on or before July 9, 2021. The Plan and Project was considered and recommended to be approved by the Joint Review Board (“JRB”) on August 26, 2021, and was also considered at a public hearing on September 27, 2021, pursuant to proper notice as required by the TIF Act. The Corporate Authorities have reviewed the Plan and Project, the JRB’s recommendation, and the information presented at the public hearing and concur with the findings, conclusions, and recommendations of the report prepared by KMA including that: at least the minimum requirements for a finding of conservation area are present in the proposed RPA, private investment in the proposed RPA has not and will not occur without the adoption of the proposed Plan; contiguous parcels in the proposed RPA would be substantially benefited by the proposed Project improvements; and the proposed Plan and Project conform to the Comprehensive Plan of the Village. This is the second of three ordinances required to create the Lincoln/Lehigh TIF District and will designate the area legally described in the attached Exhibit A, and generally described in the attached Exhibit B, and depicted in the map attached as Exhibit C as the Lincoln/Lehigh Redevelopment Project Area.</p>
<b>Programs, Departments or Groups Affected</b>	Administration, Legal, Finance, and Community and Economic Development Departments
<b>Fiscal Impact:</b>	None at this time
<b>Source of Funds:</b>	N/A
<b>Workload Impact:</b>	The Village Administrator, Community Development Administrator, Corporation Counsel, and Finance Director will take all steps necessary to implement this Ordinance as part of their normal workload.
<b>Administrator Recommendation:</b>	Approval as presented
<b>Second Reading:</b>	October 25, 2021
<b>Special Considerations or Requirements</b>	None

Submitted by: Ralph E. Czerwinski, Village Administrator  
Reviewed by: Teresa Hoffman Liston, Corporation Counsel  
Prepared by: Zoe Heidorn, Community Development Administrator

**VILLAGE OF MORTON GROVE**

**COOK COUNTY, ILLINOIS**

**ORDINANCE NO. 21-10**

**AN ORDINANCE OF THE VILLAGE OF MORTON GROVE DESIGNATING THE  
LINCOLN/LEHIGH REDEVELOPMENT PROJECT AREA**

ADOPTED BY THE PRESIDENT AND  
BOARD OF TRUSTEES OF THE  
VILLAGE OF MORTON GROVE  
THIS 25<sup>TH</sup> DAY OF OCTOBER 2021

Published in pamphlet form  
by authority of the President  
and Board of Trustees of the  
Village of Morton Grove, Cook  
County, Illinois this 25<sup>th</sup> day of  
October, 2021

## **ORDINANCE NO. 21-10**

### **AN ORDINANCE OF THE VILLAGE OF MORTON GROVE DESIGNATING THE LINCOLN/LEHIGH REDEVELOPMENT PROJECT AREA**

WHEREAS, it is desirable and in the best interest of the citizens of the Village of Morton Grove, Cook County, Illinois (the “Village”), for the Village to implement tax increment allocation financing pursuant to the Tax Increment Allocation Redevelopment Act, Division 74.4 of Article 11 of the Illinois Municipal Code, as amended (the “Act”), for a proposed redevelopment project area known as the Lincoln/Lehigh Redevelopment Project Area within the municipal boundaries of the Village (the “Area”), which Area constitutes in the aggregate more than one and one-half acres, to be developed pursuant to a redevelopment plan and project;

WHEREAS, pursuant to Section 11-74.4-5 of the Act, the President and Trustees of the Village (the “Corporate Authorities”) on August 9, 2021, adopted a Resolution proposing the establishment of the Area and calling a public hearing concerning approval of the Plan and Project for the Area, designation of the Area as a redevelopment project area under the Act, and adoption of Tax Increment Allocation Financing within the Area pursuant to the Act for September 27, 2021; and

WHEREAS, due notice with respect to such hearing was given pursuant to Section 11-74.4-5 of the Act, said notice being given to taxing districts and to the Department of Commerce and Economic Opportunity of the State of Illinois by certified mail on August 11, 2021, by first class mail to residential addresses located outside the Area and within 750 feet of the boundaries of the Area on August 11, 2021, by publication in the Pioneer Press newspaper on September 2, 2021, and September 9, 2021, and by first class mail to taxpayers within the Area on September 13, 2021, and;

WHEREAS, the duly noticed public hearing began on, and was concluded on September 27, 2021;

WHEREAS, the Village has heretofore convened a joint review board (the “Board”) meeting on August 26, 2021, at the time and location described in such notice, for the purpose of reviewing the Plan and Project, as required by and in all respects in compliance with the provisions of the Act; and

WHEREAS, on August 26, 2021, the Board did submit by resolution an advisory, non-binding recommendation to the Village of Morton Grove that the Plan and Project should be approved and that the Lincoln/Lehigh Redevelopment Project Area satisfies the requirements of the Plan and fulfills the objectives of the Act; and

WHEREAS, the Corporate Authorities have reviewed the Plan and Project, the Board recommendation, the information concerning such factors presented at the public hearing and have reviewed other studies and are generally informed of the conditions in the proposed Area that support qualification of the Area as a “blighted area” under the Act; and are generally informed of the conditions existing in the Area; and

WHEREAS, the Corporate Authorities have reviewed the conditions pertaining to lack of private investment in the proposed Area and determine that private development would not take place in the proposed Area as a whole without the designation of the Area as a Redevelopment Project Area under the Act; and

WHEREAS, the Corporate Authorities have reviewed the conditions pertaining to real property in the proposed Area and determine that the contiguous parcels of real property and improvements in the proposed Area would be substantially benefited by the designation of the Area as a Redevelopment Project Area under the Act; and

WHEREAS, the Corporate Authorities have, by Ordinance, approved the Redevelopment Plan and Project for the Area; and

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

**SECTION 1: Recitals.**

The above recitals are true, correct, material to this Ordinance and incorporated herein and made a part hereof as if they were fully set forth in this Section.

**SECTION 2: Area Designated.**

The property legally described in Exhibit A, generally described in Exhibit B, and depicted in the map attached as Exhibit C, all of which are attached hereto and made a part hereof, is hereby designated as a Redevelopment Project Area under the Act and shall be known as the Lincoln/Lehigh Redevelopment Project Area.

**SECTION 3: Invalidity of Any Section.**

If any section, paragraph, or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this Ordinance.

**SECTION 4: Superseder and Effective Date.**

All ordinances, resolutions, motions, or orders in conflict herewith shall be, and the same hereby are, repealed to the extent of such conflict, and this Ordinance shall be in full force and effect immediately upon its passage by the Corporate Authorities and approval as provided by law. This Ordinance shall subsequently be published in pamphlet form.

ATTACHMENTS:

**EXHIBIT A** – Legal Description of the Lincoln/Lehigh Redevelopment Project Area



**EXHIBIT B** – General Street Location of the Lincoln/Lehigh Redevelopment Project Area

**EXHIBIT C** – Map of the Lincoln/Lehigh Redevelopment Project Area

PASSED this 25th day of October 2021

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

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

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

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

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

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

APPROVED by me this this 25th day of October 2021:

\_\_\_\_\_  
Daniel P. DiMaria, Village President

ATTEST:

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

## **EXHIBIT A**

### **LEGAL DESCRIPTION OF THE LINCOLN/LEHIGH REDEVELOPMENT PROJECT AREA**

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

BEGINNING AT THE POINT OF INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD AND THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 20; THENCE WEST ALONG SAID SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 20 TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF LEHIGH AVENUE; THENCE SOUTHEASTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF LEHIGH AVENUE TO A POINT OF INTERSECTION WITH THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 27 IN COUNTY CLERK'S DIVISION OF SAID SECTION 20 AND THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 19; THENCE WEST ALONG SAID EASTERLY EXTENSION AND THE SOUTH LINE OF LOT 27 IN COUNTY CLERK'S DIVISION TO A POINT ON THE WEST LINE OF SAID SECTION 20; THENCE NORTH ALONG SAID WEST LINE OF SECTION 20 TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF OAK STREET, SAID SOUTH RIGHT OF WAY LINE OF OAK STREET ALSO BEING THE SOUTH LINE OF MORTON GROVE SUBDIVISION, AS RECORDED AUGUST 16, 1895; THENCE WEST ALONG SAID SOUTH RIGHT OF WAY LINE OF OAK STREET TO A POINT ON THE WEST LINE OF SAID MORTON GROVE SUBDIVISION IN THE SOUTHEAST QUARTER OF SAID SECTION 19, SAID WEST LINE ALSO BEING THE WEST LINE OF THE EAST 10 ACRES OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 19; THENCE NORTH ALONG SAID WEST LINE OF THE EAST 10 ACRES TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 19, SAID SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 19 ALSO BEING THE CENTERLINE OF WALNUT STREET; THENCE EAST ALONG SAID SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 19 TO A POINT ON THE WEST LINE OF SAID MORTON GROVE SUBDIVISION IN THE NORTHEAST QUARTER OF SAID SECTION 19; THENCE NORTH ALONG SAID WEST LINE OF MORTON GROVE SUBDIVISION TO A POINT ON THE NORTH LINE OF THE SOUTH 120 FEET OF LOTS 6, 7, 8, 9, 10 AND 11 IN BLOCK 1 IN SAID MORTON GROVE SUBDIVISION; THENCE EAST ALONG THE SAID NORTH LINE OF THE SOUTH 120 FEET TO A POINT ON THE WEST LINE OF LOT 12 IN SAID MORTON GROVE SUBDIVISION; THENCE NORTH ALONG SAID WEST LINE OF LOT 12 TO A POINT ON THE NORTH LINE OF SAID LOT 12; THENCE EAST ALONG SAID NORTH LINE OF LOT 12 TO A POINT ON THE WESTERLY RIGHT OF WAY OF LEHIGH AVENUE; THENCE NORTHWESTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE OF LEHIGH AVENUE TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF LINCOLN AVENUE; THENCE NORTHEASTERLY ALONG A LINE TO A POINT OF INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF SAID LINCOLN AVENUE AND THE EAST LINE

OF SAID SECTION 19; THENCE NORTH ALONG SAID EAST LINE OF SECTION 19 TO A POINT OF INTERSECTION WITH SAID EASTERLY RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD; THENCE SOUTHEASTERLY ALONG SAID EASTERLY RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD TO THE POINT OF BEGINNING.

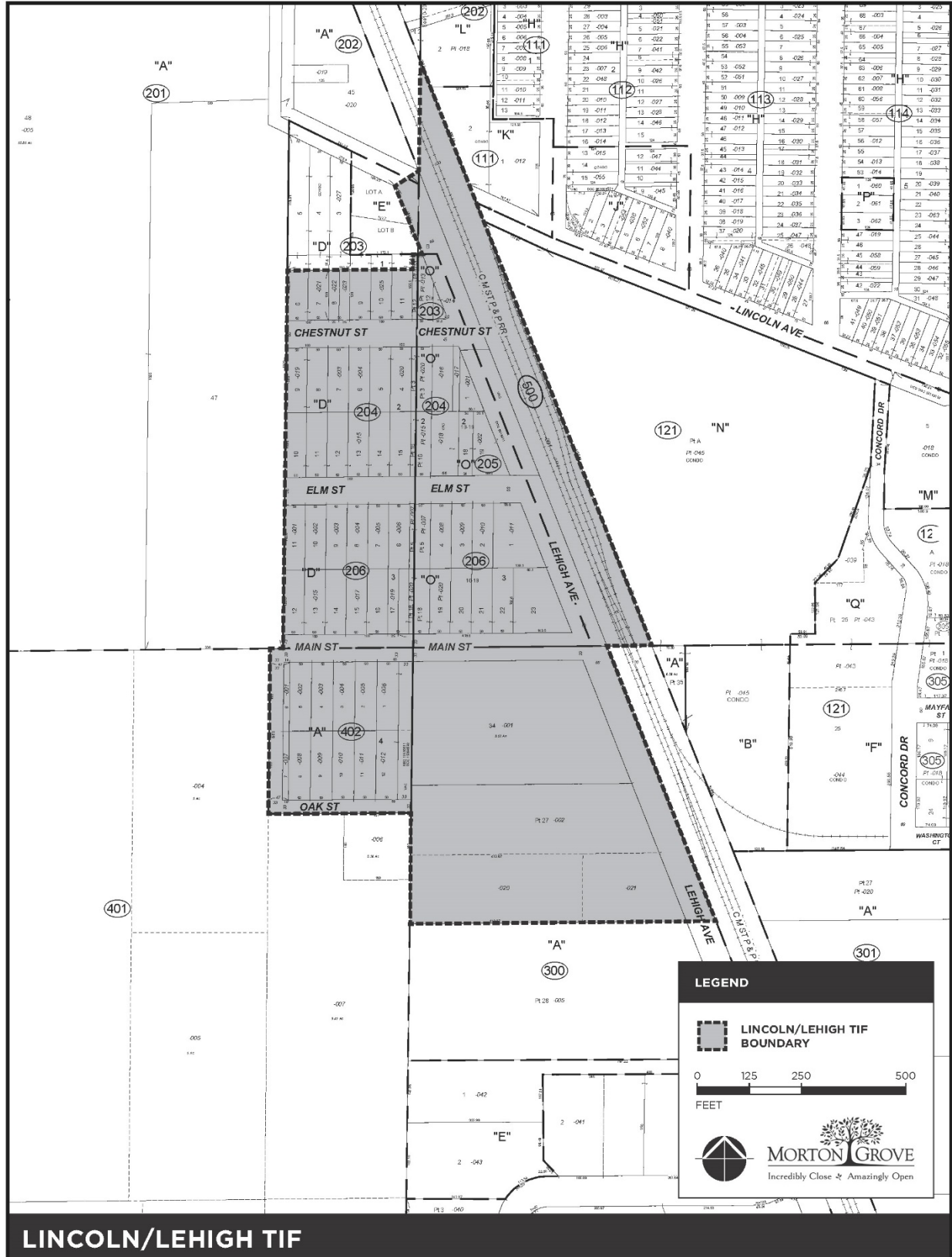
## **EXHIBIT B**

### **GENERAL STREET LOCATION OF THE LINCOLN/LEHIGH REDEVELOPMENT PROJECT AREA**

The Lincoln/Lehigh Redevelopment Project Area generally includes the area situated between Lehigh Avenue to east and Nagle Avenue to the west, and between Chestnut Street to the north and the approximate continuation of Madison Court to the south.

## EXHIBIT C

### MAP OF THE LINCOLN/LEHIGH REDEVELOPMENT PROJECT AREA



STATE OF ILLINOIS                )  
  ) SS  
COUNTY OF COOK                )

**CERTIFICATION OF ORDINANCE AND MINUTES**

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Morton Grove, Cook County, Illinois (the “*Village*”), and that as such official I am the keeper of the records and files of the President and Trustees of the Village (the “*Corporate Authorities*”).

I do further certify that the foregoing is a full, true and complete transcript of that portion of the minutes of the meeting of the Corporate Authorities held on the 25th day of October 2021, insofar as same relates to the adoption of an ordinance entitled:

**AN ORDINANCE OF THE VILLAGE OF MORTON GROVE DESIGNATING THE  
LINCOLN/LEHIGH REDEVELOPMENT PROJECT AREA**

a true, correct and complete copy of which said ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Corporate Authorities on the adoption of said ordinance were conducted openly, that the vote on the adoption of said ordinance was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice; that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Corporate Authorities at least 48 hours in advance of the holding of said meeting and was continuously made available for viewing for at least the 48 hour period in advance of the holding of the meeting; that said agenda described or made specific reference to said ordinance; that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and the Illinois Municipal Code, as amended, and that the Corporate Authorities have complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Corporate Authorities.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the Village, this 25th day of October 2021.

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

(SEAL)

## Legislative Summary

### Ordinance 21-11

#### **AN ORDINANCE OF THE VILLAGE OF MORTON GROVE ADOPTING TAX INCREMENT ALLOCATION FINANCING FOR THE LINCOLN/LEHIGH REDEVELOPMENT PROJECT AREA**

<b>Introduced:</b>	October 11, 2021
<b>Purpose:</b>	To adopt tax increment allocation financing for the new Lincoln/Lehigh Redevelopment Project Area.
<b>Background:</b>	<p>The area at Lincoln and Lehigh Avenues, located adjacent to the Morton Grove Metra Station, has not experienced significant growth and redevelopment through investment by private enterprise and is not reasonably anticipated to continue to produce property taxes comparable to other redeveloped areas in the Village. The Village therefore considered designating the area as a “Redevelopment Project Area” (“RPA”) or “TIF District” as contemplated by 65 ILCS 5/11-74.4-1 et seq. (the “TIF Act”). On June 28, 2021, pursuant to Resolution 21-39, the Village engaged the firm of Kane McKenna and Associates (“KMA”) to conduct an eligibility study and a Housing Impact Study for the proposed RPA. KMA prepared an eligibility survey and concluded the proposed Redevelopment Project Area qualifies as a “Redevelopment Project Area” as defined in the TIF Act. KMA also prepared a Plan and Project, which has been available for public inspection since on or before July 9, 2021. The Plan and Project was considered and recommended to be approved by the Joint Review Board (“JRB”) on August 26, 2021, and was also considered at a public hearing on September 27, 2021, pursuant to proper notice as required by the TIF Act. This is the third of three ordinances required to create the Lincoln/Lehigh TIF and will adopt Tax Increment Allocation Financing pursuant to the TIF Act. Property taxes for property in the Redevelopment Project Area (RPA) shall be segmented by allocating taxes attributed to the lower of (i) the current equalized assessed value, or (ii) the “initial” equalized assessed value of property in the RPA to the taxing districts, and allocating taxes attributable to the increase in the initial equalized assessed valuation to the “Lincoln/Lehigh Redevelopment Project Area Special Tax Allocation Fund” to be used for paying redevelopment project costs and obligations pursuant to the TIF Act.</p>
<b>Programs, Departments or Groups Affected</b>	Administration, Legal, Finance, and Community and Economic Development Departments
<b>Fiscal Impact:</b>	None at this time
<b>Source of Funds:</b>	N/A
<b>Workload Impact:</b>	The Village Administrator, Community Development Administrator, Corporation Counsel, and Finance Director will take all steps necessary to implement this Ordinance as part of their normal workload.
<b>Administrator Recommendation:</b>	Approval as presented
<b>Second Reading:</b>	October 25, 2021
<b>Special Considerations or Requirements:</b>	None

Submitted by: Ralph E. Czerwinski, Village Administrator  
Reviewed by: Teresa Hoffman Liston, Corporation Counsel  
Prepared by: Zoe Heidorn, Community Development Administrator

**VILLAGE OF MORTON GROVE**

**COOK COUNTY, ILLINOIS**

**ORDINANCE NO. 21-11**

**AN ORDINANCE OF THE VILLAGE OF MORTON GROVE ADOPTING TAX  
INCREMENT ALLOCATION FINANCING FOR THE LINCOLN/LEHIGH  
REDEVELOPMENT PROJECT AREA**

**ADOPTED BY THE PRESIDENT AND  
BOARD OF TRUSTEES OF THE  
VILLAGE OF MORTON GROVE  
THIS 25<sup>th</sup> DAY OF OCTOBER 2021**

Published in pamphlet form  
by authority of the President  
and Board of Trustees of the  
Village of Morton Grove, Cook  
County, Illinois this 25th day  
of October 2021



## **ORDINANCE NO. 21-11**

### **AN ORDINANCE OF THE VILLAGE OF MORTON GROVE ADOPTING TAX INCREMENT ALLOCATION FINANCING FOR THE LINCOLN/LEHIGH REDEVELOPMENT PROJECT AREA**

WHEREAS, it is desirable and in the best interest of the citizens of the Village of Morton Grove, Cook County, Illinois (the “Village”), for the Village to implement tax increment allocation financing pursuant to the Tax Increment Allocation Redevelopment Act, Division 74.4 of Article 11 of the Illinois Municipal Code, as amended (the “Act”), for a proposed redevelopment project area known as the Lincoln/Lehigh Redevelopment Project Area within the municipal boundaries of the Village (the “Area”), which Area constitutes in the aggregate more than one and one-half acres, to be developed pursuant to a proposed “redevelopment plan” (as that term is defined in the Act) (the “Plan”), which includes a proposed “redevelopment project” (as that term is defined in the Act) (the “Project”); and

WHEREAS, pursuant to Section 11-74.4-5 of the Act, the President and Trustees of the Village (the “Corporate Authorities”) on August 9, 2021, adopted a Resolution proposing the establishment of the Area and calling a public hearing concerning approval of the Plan and Project for the Area, designation of the Area as a redevelopment project area under the Act and adoption of Tax Increment Allocation Financing within the Area pursuant to the Act for September 27, 2021; and

WHEREAS, due notice with respect to such hearing was given pursuant to Section 11-74.4-5 of the Act, said notice being given to taxing districts and to the Department of Commerce and Economic Opportunity of the State of Illinois by certified mail on August 11, 2021, by first class mail to residential addresses located outside the Area and within 750 feet of the boundaries of the Area on August 11, 2021, by publication in the Pioneer Press newspaper on September 2,

2021 and September 9, 2021, and by first class mail to taxpayers within the Area on September 13, 2021; and

WHEREAS, the duly noticed public hearing began, and was concluded on September 27, 2021; and

WHEREAS, the Village has heretofore convened a joint review board (the “Board”) meeting on August 26, 2021, at the time and location described in such notice, for the purpose of reviewing the Plan and Project, as required by and in all respects in compliance with the provisions of the Act; and

WHEREAS, on August 26, 2021, the Board did submit by resolution an advisory, non-binding recommendation to the Village of Morton Grove that the Plan and Project should be approved and that the Lincoln/Lehigh Redevelopment Project Area satisfies the requirements of the Plan and fulfills the objectives of the Act; and

WHEREAS, the Corporate Authorities have reviewed the Plan and Project, the Board recommendation, the information concerning such factors presented at the public hearing and have reviewed other studies and are generally informed of the conditions in the proposed Area that support qualification of the Area as a “blighted area” under the Act; and are generally informed of the conditions existing in the Area; and

WHEREAS, the Corporate Authorities have reviewed the conditions pertaining to lack of private investment in the proposed Area and determine that private development would not take place in the proposed Area as a whole without the approval of tax increment financing pursuant to the Act; and

WHEREAS, the Corporate Authorities have reviewed the conditions pertaining to real property in the proposed Area and determine that the contiguous parcels of real property and

improvements in the proposed Area would be substantially benefited by the approval of tax increment financing pursuant to the Act; and

WHEREAS, the Corporate Authorities have, by Ordinance, approved the Redevelopment Plan and Project for the Area and have, by Ordinance, designated the Area as a Redevelopment Project Area under the Act.

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: Recitals.**

The above recitals are true, correct, material to this Ordinance and are incorporated herein and made a part hereof as if they were fully set forth in this Section.

**SECTION 2: Tax Increment Financing Adopted.**

Tax increment allocation financing is hereby adopted pursuant to the Act to finance redevelopment project costs as defined in the Act and as set forth in the Plan within the Area as legally described in Exhibit A attached hereto and incorporated herein as if set out in full by this reference. The general street location for the Area is described in Exhibit B attached hereto and incorporated herein as if set out in full by this reference. The map of the Area is depicted in Exhibit C attached hereto and incorporated herein as if set out in full by this reference.

**SECTION 3: Allocation of Ad Valorem Taxes.**

Pursuant to the Act, the ad valorem taxes, if any, arising from the levies upon taxable real property in the Area by taxing districts and tax rates determined in the manner provided in the Act each year after the effective date of this Ordinance until the termination of the Area, shall be divided as follows, except as otherwise required by the Act:

a. That portion of taxes levied upon each taxable lot, block, tract, or parcel of real property that is attributable to the lower of the current equalized assessed value or the initial equalized assessed value of each such taxable lot, block, tract, or parcel of real property in the Area shall be allocated to (and when collected shall be paid by the county collector to) the respective affected taxing districts in the manner required by law in the absence of the adoption of tax increment allocation financing.

b. That portion, if any, of such taxes that is attributable to the increase in the current equalized assessed valuation of each lot, block, tract, or parcel of real property in the Area shall be allocated to and when collected shall be paid to the Village treasurer, who shall deposit said taxes into a special fund, hereby created, and designated the “Lincoln/Lehigh Redevelopment Project Area Special Tax Allocation Fund” of the Village and such taxes shall be used for the purpose of paying redevelopment project costs and obligations incurred in the payment thereof as provided in the Act.

#### **SECTION 4: Invalidity of Any Section.**

If any section, paragraph, or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this Ordinance.

#### **SECTION 5: Superseder and Effective Date.**

All ordinances, resolutions, motions, or orders in conflict herewith shall be, and the same hereby are, repealed to the extent of such conflict, and this Ordinance shall be in full force and effective immediately upon its passage by the Corporate Authorities and approval as provided by law. This Ordinance shall subsequently be published in pamphlet form.

#### **ATTACHMENTS:**

**EXHIBIT A** – Legal Description of the Lincoln/Lehigh Redevelopment Project Area

**EXHIBIT B** – General Street Location of the Lincoln/Lehigh Redevelopment Project Area

**EXHIBIT C** – Map of the Lincoln/Lehigh Redevelopment Project Area

PASSED this 25th day of October 2021.

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

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

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

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

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

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

APPROVED by me this this 25th day of October 2021:

\_\_\_\_\_  
Daniel P. DiMaria, Village President

ATTEST:

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

## **EXHIBIT A**

### **LEGAL DESCRIPTION OF THE LINCOLN/LEHIGH REDEVELOPMENT PROJECT AREA**

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

BEGINNING AT THE POINT OF INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD AND THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 20; THENCE WEST ALONG SAID SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 20 TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF LEHIGH AVENUE; THENCE SOUTHEASTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF LEHIGH AVENUE TO A POINT OF INTERSECTION WITH THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 27 IN COUNTY CLERK'S DIVISION OF SAID SECTION 20 AND THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 19; THENCE WEST ALONG SAID EASTERLY EXTENSION AND THE SOUTH LINE OF LOT 27 IN COUNTY CLERK'S DIVISION TO A POINT ON THE WEST LINE OF SAID SECTION 20; THENCE NORTH ALONG SAID WEST LINE OF SECTION 20 TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF OAK STREET, SAID SOUTH RIGHT OF WAY LINE OF OAK STREET ALSO BEING THE SOUTH LINE OF MORTON GROVE SUBDIVISION, AS RECORDED AUGUST 16, 1895; THENCE WEST ALONG SAID SOUTH RIGHT OF WAY LINE OF OAK STREET TO A POINT ON THE WEST LINE OF SAID MORTON GROVE SUBDIVISION IN THE SOUTHEAST QUARTER OF SAID SECTION 19, SAID WEST LINE ALSO BEING THE WEST LINE OF THE EAST 10 ACRES OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 19; THENCE NORTH ALONG SAID WEST LINE OF THE EAST 10 ACRES TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 19, SAID SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 19 ALSO BEING THE CENTERLINE OF WALNUT STREET; THENCE EAST ALONG SAID SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 19 TO A POINT ON THE WEST LINE OF SAID MORTON GROVE SUBDIVISION IN THE NORTHEAST QUARTER OF SAID SECTION 19; THENCE NORTH ALONG SAID WEST LINE OF MORTON GROVE SUBDIVISION TO A POINT ON THE NORTH LINE OF THE SOUTH 120 FEET OF LOTS 6, 7, 8, 9, 10 AND 11 IN BLOCK 1 IN SAID MORTON GROVE SUBDIVISION; THENCE EAST ALONG THE SAID NORTH LINE OF THE SOUTH 120 FEET TO A POINT ON THE WEST LINE OF LOT 12 IN SAID MORTON GROVE SUBDIVISION; THENCE NORTH ALONG SAID WEST LINE OF LOT 12 TO A POINT ON THE NORTH LINE OF SAID LOT 12; THENCE EAST ALONG SAID NORTH LINE OF LOT 12 TO A POINT ON THE WESTERLY RIGHT OF WAY OF LEHIGH AVENUE; THENCE NORTHWESTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE OF LEHIGH AVENUE TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF LINCOLN AVENUE; THENCE NORTHEASTERLY ALONG A LINE TO A POINT OF INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF SAID LINCOLN AVENUE AND THE EAST LINE

OF SAID SECTION 19; THENCE NORTH ALONG SAID EAST LINE OF SECTION 19 TO A POINT OF INTERSECTION WITH SAID EASTERLY RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD; THENCE SOUTHEASTERLY ALONG SAID EASTERLY RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD TO THE POINT OF BEGINNING.

## **EXHIBIT B**

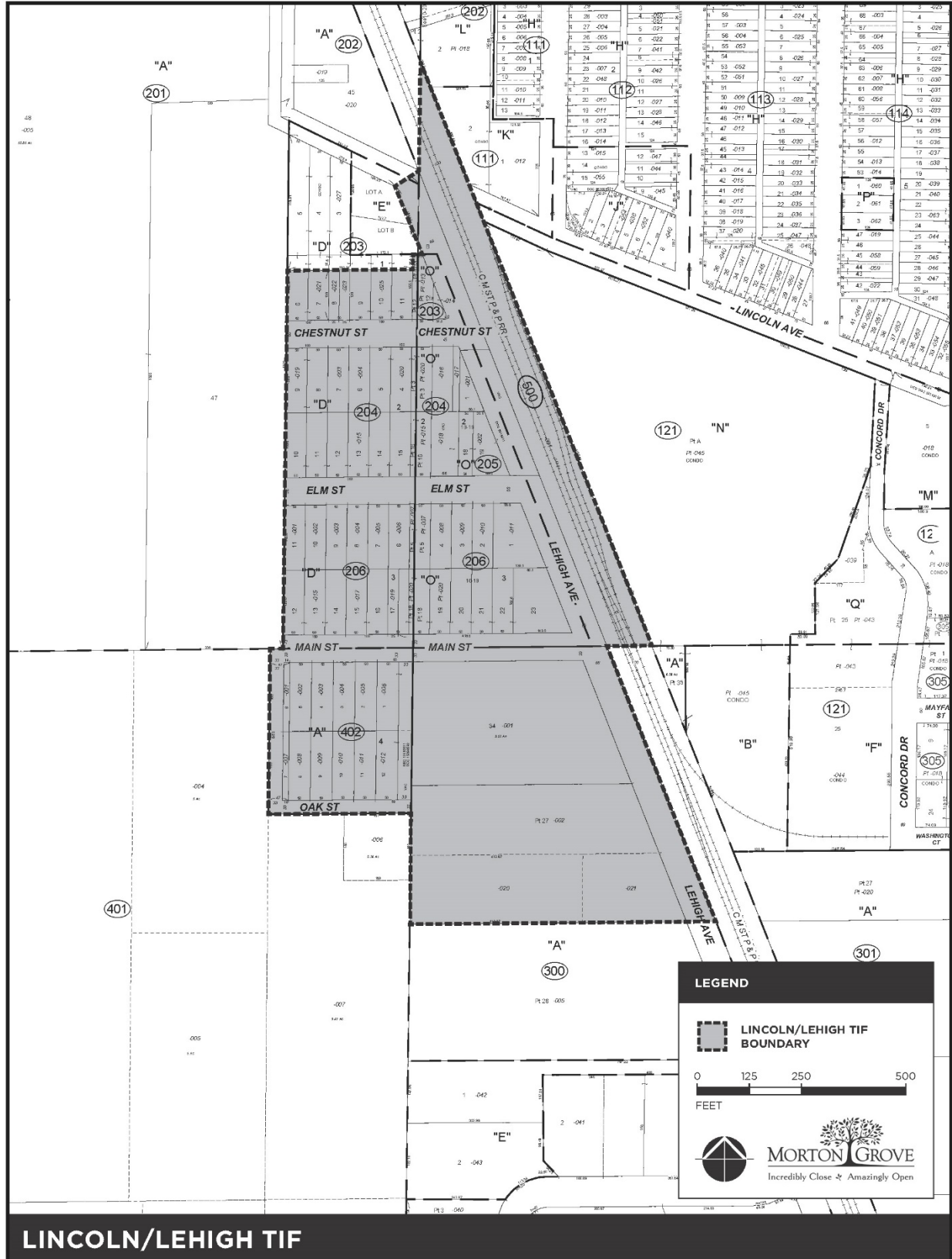
### **GENERAL STREET LOCATION OF THE LINCOLN/LEHIGH REDEVELOPMENT PROJECT AREA**

The Lincoln/Lehigh Redevelopment Project Area generally includes the area situated between Lehigh Avenue to east and Nagle Avenue to the west, and between Chestnut Street to the north and the approximate continuation of Madison Court to the south.



## EXHIBIT C

### MAP OF THE LINCOLN/LEHIGH REDEVELOPMENT PROJECT AREA



STATE OF ILLINOIS                 )  
  ) SS  
COUNTY OF COOK                 )

**CERTIFICATION OF ORDINANCE AND MINUTES**

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Morton Grove, Cook County, Illinois (the “*Village*”), and that as such official I am the keeper of the records and files of the President and Trustees of the Village (the “*Corporate Authorities*”).

I do further certify that the foregoing is a full, true and complete copy an Ordinance adopted at the meeting of the Corporate Authorities held on the 25<sup>th</sup> day of October 2021 entitled:

**AN ORDINANCE OF THE VILLAGE OF MORTON GROVE ADOPTING TAX  
INCREMENT ALLOCATION FINANCING FOR THE LINCOLN/LEHIGH  
REDEVELOPMENT PROJECT AREA**

a true, correct and complete copy of which said ordinance as adopted at said meeting is attached.

I do further certify that the deliberations of the Corporate Authorities on the adoption of said ordinance were conducted openly, that the vote on the adoption of said ordinance was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice; that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Corporate Authorities at least 48 hours in advance of the holding of said meeting and was continuously made available for viewing for at least the 48 hour period in advance of the holding of the meeting; that said agenda described or made specific reference to said ordinance; that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and the Illinois Municipal Code, as amended, and that the Corporate Authorities have complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Corporate Authorities.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the Village, this 25<sup>th</sup> day of October 2021.

---

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

(SEAL)

## Legislative Summary

<b>Resolution 21-62</b>
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### **GUARANTEEING MUNICIPAL WORK PERFORMED ON STATE OF ILLINOIS RIGHT-OF-WAY WITHIN THE VILLAGE OF MORTON GROVE**

<b>Introduced:</b>	October 11, 2021
<b>Purpose:</b>	To provide a guarantee to the State of Illinois that all work performed by the Village within the State's right-of-ways in 2022 and 2023 will conform to the conditions on the permit granted by the Illinois Department of Transportation.
<b>Background:</b>	<p>This is a routine guarantee provided by many municipalities. The Village maintains its utilities within state right-of-way on a regular basis and needs permission from the Illinois Department of Transportation to do so. The Illinois Department of Transportation requires a permit and financial security, in the form of a bond, for work performed within state right-of-way. This is similar to the Village's permit process for work performed within the Village's own right-of-way. Municipalities have the option of either providing the financial security for each repair or may provide a written guarantee that all work performed by the Village within state right-of-way will conform to their requirements of the performance for the work. Providing this guarantee will eliminate the time and cost of procuring a bond for each permit.</p> <p>The guarantee must also hold harmless the State of Illinois while performing permitted work.</p>
<b>Programs, Departments or Groups Affected</b>	Public Works Department
<b>Fiscal Impact:</b>	There is no cost associated with this guarantee.
<b>Source of Funds:</b>	N/A
<b>Workload Impact:</b>	The Public Works Department as part of their normal work activities will perform the management and implementation of the project.
<b>Administrator Recommendation:</b>	Approval as presented.
<b>Second Reading:</b>	Not Required
<b>Special Considerations or Requirements:</b>	None

Submitted by: Ralph E. Czerwinski, Village Administrator  
Reviewed by: Teresa Hoffman Liston, Corporation Counsel  
Reviewed by: Joe Dahm, Director Public Works  
Prepared by: Chris Tomich, Village Engineer

**RESOLUTION 21-62**  
**GUARANTEEING MUNICIPAL WORK PERFORMED**  
**ON STATE OF ILLINOIS RIGHT-OF-WAY**  
**WITHIN THE VILLAGE OF MORTON GROVE**

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

WHEREAS, the Village desires to undertake in calendar years 2022 and 2023, the location, construction, operation, and maintenance of water mains, sewers, street lighting, traffic signals, sidewalks, landscaping, trees, and signage on State highways within the Village which, by law and/or agreement come under the jurisdiction and control of the Department of Transportation of the State of Illinois hereinafter referred to as Department; and

WHEREAS, an individual working permit must be obtained from the Department prior to any of the aforesaid installations being constructed either by the Village or any private person or firm under contract and supervision of the Village; and

WHEREAS, The Illinois Department of Transportation requires a permit and financial security, in the form of a bond, for work performed within state right-of-way. In the alternative, the Village may provide a written guarantee that all work performed by the Village within state right-of-way will conform to their requirements of the performance for the work. Providing this guarantee will eliminate the time and cost of procuring a bond for each permit.

**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 hereby pledges its good faith and guarantees all work shall be performed in accordance with the conditions of the permit to be granted by the Department, and to hold the State of Illinois harmless during the prosecution of such work and assume all liability for damages to a person's property due to accidents or otherwise by reason of the work which is to be performed under the provision of said permit.

SECTION 3: The Village Administrator, Director of Public Works, and Village Engineer of

the Village are hereby instructed and authorized to sign said working permit on behalf of the Village.

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

PASSED THIS 11<sup>th</sup> DAY OF OCTOBER 2021

Trustee Grear \_\_\_\_\_

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

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

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

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

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

APPROVED BY ME THIS 11<sup>th</sup> DAY OF OCTOBER 2021

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

ATTESTED and FILED in my office  
This 12<sup>th</sup> DAY OF OCTOBER 2021

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

## Legislative Summary

### Resolution 21-63

#### **AUTHORIZING CONTRACT CHANGE ORDERS WITH BOLDER CONTRACTORS, INC. FOR MAIN STREET IMPROVEMENTS PROJECT**

<b>Introduced:</b>	October 11, 2021
<b>Purpose:</b>	To authorize the Village Administrator to execute contract change orders with Bolder Contractors, Inc. for Main Street Improvements Project up to an amount of 10 percent of the contract amount.
<b>Background:</b>	<p>Resolution 21-48, approved July 12, 2021, authorized a contract with Bolder Contractors, Inc. for Main Street Improvements Project in the amount of \$1,108,832.76.</p> <p>Construction began in September and the contractor has encountered unforeseen utility work during water main construction totaling approximately \$20,000 in extra costs. The construction team assessed condition of the soil in the excavation and considers it possible that structural capacity of the subgrade may need to be increased beyond the extent already included in the contract. It is anticipated, by Public Works Department staff, other unforeseen challenges of a similar scale to those already encountered may need to be addressed, which would increase the contract cost.</p> <p>Public Works Department staff considers it practical to authorize the Village Administrator to issue contract change orders not to exceed 10 percent of the contract amount, which is \$110,883.28.</p>
<b>Departments or Groups Affected</b>	Public Works Department
<b>Fiscal Impact:</b>	Not to exceed \$110,883.28, which a contingency cost to be used only when needed.
<b>Source of Funds:</b>	2021 Lehigh-Lincoln TIF Fund Account Numbers 15-10-79-57-1020
<b>Workload Impact:</b>	The Public Works Department as part of their normal work activities will perform the management and implementation of the project.
<b>Administrator Recommendation:</b>	Approval as presented.
<b>Second Reading:</b>	Not Required
<b>Special Considerations or Requirements:</b>	None

Submitted by: Ralph E. Czerwinski, Village Administrator  
Reviewed by: Teresa Hoffman Liston, Corporation Counsel  
Reviewed by: Joe Dahm, Director Public Works  
Prepared by: Chris Tomich, Village Engineer

## **RESOLUTION 21-63**

### **AUTHORIZING CONTRACT CHANGE ORDERS WITH BOLDER CONTRACTORS, INC. FOR MAIN STREET IMPROVEMENTS PROJECT**

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

WHEREAS, Resolution 21-48, approved July 12, 2021, authorized a contract with Bolder Contractors, Inc. for Main Street Improvements Project in the amount of \$1,108,832.76; and

WHEREAS, construction began in September and the contractor has encountered unforeseen utility work during water main construction totaling approximately \$20,000 in extra costs; and

WHEREAS, the construction team has gained a better understanding of the poor soil conditions and considers it possible there may be extra costs associated with constructing a stable pavement platform; and

WHEREAS, Public Works Department staff considers it possible other issues commonly associated with underground construction could bring about extra costs; and

WHEREAS, the construction contract includes a measure of contingency work to improve the likelihood the construction amount will not be exceeded; and

WHEREAS, the Public Works Department's current assessment of the contract status is that the measure of contingency work it includes may not be adequate to satisfy the obligation; and

WHEREAS, Public Works Department staff considers it practical to authorize the Village Administrator to issue contract change orders not to exceed 10 percent of the contract amount in order to be prepared to accommodate extra costs to keep construction on the schedule; and

WHEREAS, funding for the above work for the lump sum amount of \$2,232,000.00 was allocated in the 2021 Adopted Budget Lehigh/Ferris TIF Fund Account Numbers 15-10-79-57-1031, of which \$1,123,167.24 remains unobligated.

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

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

SECTION 2: The Village Administrator is hereby authorized to execute contract change orders with Bolder Contractors, Inc. up to an amount of 10 percent of the original contract amount or \$110,883.00.

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

PASSED this 11<sup>th</sup> day of October 2021

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

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

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

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

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

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

APPROVED by me this 11<sup>th</sup> day of October 2021

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

APPROVED and FILED in my office this  
12<sup>th</sup> day of October 2021

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



## Legislative Summary

### Resolution 21-64

#### **AUTHORIZING THE EXECUTION OF A CONTRACT AMENDMENT WITH CHRISTOPHER B. BURKE ENGINEERING LTD. FOR PRELIMINARY AND DESIGN ENGINEERING SERVICES FOR OAKTON STREET PEDESTRIAN FACILITY IMPROVEMENTS PROJECT**

<b>Introduced:</b>	October 11, 2021
<b>Purpose:</b>	To authorize the Village Administrator to execute an amendment to the contract with Christopher B. Burke Engineering Ltd. for supplemental professional engineering services.
<b>Background:</b>	<p>The Village is cooperatively developing a project for a pedestrian facility along Oakton Street and Caldwell Avenue with Cook County, Village of Niles and Village of Skokie. Resolution 18-56 and Resolution 19-40 authorized two agreements for sharing costs for preliminary and design engineering.</p> <p>Resolution 19-12, approved on February 26, 2019, and Resolution 20-40, approved on September 14, 2020, authorized the Village Administrator to execute a contract and contract amendment for a professional services agreement in the total amount of \$189,088.15 to complete preliminary and design engineering for the Oakton Street Pedestrian Facility Improvements Project.</p> <p>Additional engineering work is needed to meet the project's needs. Structural engineering work is needed to design a stable slope for sidewalk on the edges of a steep earthen slope along the banks of the North Branch Chicago River. Additional surveying was required for the area where the structural engineering is required as well as at intersections. Oakton Street requires permitting by the Illinois Department of Transportation (IDOT). IDOT required extra traffic analyses and coordination that was not expected to be required.</p>
<b>Departments Affected</b>	Public Works
<b>Fiscal Impact:</b>	\$49,937.00
<b>Source of Funds:</b>	2021 Capital Projects Account Number 305060-552140, with reimbursement by Villages of Niles and Skokie
<b>Workload Impact:</b>	The Public Works Department as part of their normal work activities will perform the management and implementation of the project.
<b>Administrator Recommendation:</b>	Approval as presented.
<b>Second Reading:</b>	Not Required
<b>Special Considerations or Requirements:</b>	Authorization to execute a contract amendment would be contingent upon agreement by Villages of Niles and Skokie to pay a fair share of the additional cost.

Submitted by: Ralph E. Czerwinski, Village Administrator  
Reviewed by: Teresa Hoffman Liston, Corporation Counsel  
Reviewed by: Joe Dahm, Director Public Works  
Prepared by: Chris Tomich, Village Engineer

## **RESOLUTION 21-64**

### **AUTHORIZING THE EXECUTION OF A CONTRACT AMENDMENT WITH CHRISTOPHER B. BURKE ENGINEERING LTD. FOR PRELIMINARY AND DESIGN ENGINEERING SERVICES FOR OAKTON STREET PEDESTRIAN FACILITY IMPROVEMENTS PROJECT**

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

WHEREAS, the Village is cooperatively developing a project for a pedestrian facility along Oakton Street and Caldwell Avenue with Cook County, Village of Niles and Village of Skokie; and

WHEREAS, Resolution 19-12, approved on February 26, 2019, and Resolution 20-40, approved on September 14, 2020, authorized the Village Administrator to execute a contract and contract amendment for a professional services agreement in the total amount of \$189,088.15 to complete preliminary and design engineering for the Oakton Street Pedestrian Facility Improvements Project; and

WHEREAS, additional engineering work not included in the contract to date is needed to complete the design; and

WHEREAS, structural engineering work is needed to design a stable slope for sidewalk on the edges of a steep earthen slope along the banks of the North Branch Chicago River; and

WHEREAS, additional surveying is required for the area where the structural engineering is required as well as at intersections; and

WHEREAS, Oakton Street requires permitting by the Illinois Department of Transportation and the Illinois Department of Transportation required extra traffic analyses and coordination that was not expected to be required; and

WHEREAS, Christopher B. Burke Engineering Ltd. has submitted a proposal (Exhibit "A") in the amount of \$49,937.00 for this additional engineering work; and

WHEREAS, it is expected Village of Niles and Village of Skokie will share the cost of the supplemental engineering work, but neither has formally agreed to do so; and

WHEREAS, the Adopted 2021 Budget includes sufficient funding in Capital Projects Account Number 305060-552140 for this additional cost.

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

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

SECTION 2: The Village Administrator or his designee is hereby authorized to execute a contract amendment with Christopher B. Burke Engineering Ltd. in the amount of \$49,937.00 to complete supplemental engineering described above for the Oakton Street Pedestrian Facility Improvements Project if and only if Village of Niles and Village of Skokie agree to pay the Village a fair share of this cost.

SECTION 3: The Village Administrator or his designee is authorized and directed to negotiate with Village of Niles and Village of Skokie a fair share of the cost for supplemental engineering authorized by Section 2 of this Resolution.

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

PASSED this 11<sup>th</sup> day of October 2021

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

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

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

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

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

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

APPROVED by me this 11<sup>th</sup> day of October 2021

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

APPROVED and FILED in my office this  
11<sup>th</sup> day of October 2021

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

## EXHIBIT "A"



### **CHRISTOPHER B. BURKE ENGINEERING, LTD.**

9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520

September 8, 2021

Village of Morton Grove  
Engineering Division  
Public Works Department  
7840 N Nagel Avenue  
Morton Grove, IL 60053

Attention: Mr. Chris R. Tomich, PE, Village Engineer

Subject: Oakton Street Pedestrian Facility Improvements  
Supplemental Proposal for Professional Engineering Services

Dear Mr. Tomich:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to provide this proposal for professional engineering services related to the Design Engineering for the Oakton Street Pedestrian Facility Improvements Project. Included below you will find our Understanding of the Assignment and Estimate of Fee.

#### **UNDERSTANDING OF THE ASSIGNMENT**

CBBEL has been contracted by the Villages of Morton Grove, Niles, and Skokie to complete Preliminary and Design Engineering services for the Oakton Street Pedestrian Facility Improvements Project. CBBEL has completed Preliminary Engineering Services and is currently continuing Design Engineering Services. Due to changes in scope, additional tasks that were not anticipated in the initial scope of work have been added to this project. These additional tasks are outlined and discussed below. Please note that this supplemental proposal does not include plats, legals, or other work associated with obtaining easement. This work is anticipated to be determined at a later date.

##### **Task 1 – Supplemental Topographic Survey:**

Additional survey to identify and locate utilities, trees, and ground shots between the Alyce property and the North Branch River in order to design the wall and path along this area. The utility information provided to CBBEL did not provide sufficient information. Supplemental Survey also includes shots necessary to provide the ADA design as required at IDOT intersections.

##### **Task 2 – Design of ADA Crossings:**

The proposed crossing of Oakton Street at the west approach to Caldwell Avenue was added to the scope of work for this project. The design of this crossing requires additional survey, ADA design, traffic counts, capacity analysis, and coordination with IDOT Traffic

## EXHIBIT "A"

and Geometrics Units. This work also includes ADA design for the crossings at Lehigh Avenue and River Road as required by IDOT.

### **Task 3 –Structural Design of Retaining Walls:**

This work includes the structural design of the retaining wall along Menards because Menards did not grant permission to re-grade this area. This work also includes the structural design of sheet pile walls to support the proposed sidewalk along the southeast corner of Oakton & Caldwell due to grading issues in this area. This work also includes the design of the sheet pile/soldier pile wall along the proposed path between the Alyce property and the North Branch Chicago River.

### **ESTIMATE OF FEE**

CBBEL estimates the following fees for each of the tasks described above:

Task 1 – Supplemental Topographic Survey	\$ 9,874
Task 2 – Design of ADA Crossings	\$ 19,453
Task 3 – Structural Design of Retaining Walls	<u>\$ 20,610</u>
<b>TOTAL :</b>	<b>\$ 49,937</b>

We will bill you in accordance with the attached Cost Estimate of Consultant Services (CECS) worksheet. Direct costs for blueprints, photocopying, mailing, overnight delivery, messenger services and report compilation are not included in the Fee Estimate. These General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services. It should be emphasized that any requested additional services that are not included in the preceding Fee Estimate will be billed at the attached hourly rates.

Please sign and return one copy of this agreement as an indication of acceptance and notice to proceed. Please feel free to contact us anytime.

Sincerely,



Michael E. Kerr, PE  
President

Encl. Cost Estimate of Consultant Services (CECS)  
General Terms and Conditions

THIS PROPOSAL, SCHEDULE OF CHARGES AND GENERAL TERMS AND CONDITIONS ACCEPTED FOR VILLAGE OF MORTON GROVE.

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

## County

Section Number

19-00108-00-BT

## Local Public Agency

Morton Grove

## COST ESTIMATE WORKSHEET

Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

OVERHEAD RATE	132.36%
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**COMPLEXITY FACTOR** 0

[illegible]

43,727

BLR 05514 (Rev. 04/30/21)  
Cost Estimate Worksheet

# EXHIBIT "A"

Local Public Agency

County

Section Number

Morton Grove

19-00108-00-BT

## AVERAGE HOURLY PROJECT RATES

Exhibit E Cost Estimate of Consultants Services Worksheet Fixed Raise

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Supplemental Topographic Survey			Design of ADA Crossings			Structural Design of Retaining Walls								
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	78.00	4.0	1.29%	1.01				4	3.28%	2.56									
Engineer VI	77.76	20.0	6.45%	5.02							20	16.95%	13.18						
Engineer V	68.22	50.0	16.13%	11.00				22	18.03%	12.30	28	23.73%	16.19						
Engineer IV	56.77	68.0	21.94%	12.45				36	29.51%	16.75	32	27.12%	15.39						
Engineer III	46.68	24.0	7.74%	3.61				24	19.67%	9.18									
Engineer I/II	33.33	0.0																	
Survey V	77.76	2.0	0.65%	0.50	2	2.86%	2.22												
Survey IV	69.23	4.0	1.29%	0.89	4	5.71%	3.96												
Survey III	61.20	8.0	2.58%	1.58	8	11.43%	6.99												
Survey II	50.17	20.0	6.45%	3.24	20	28.57%	14.33												
Survey I	37.45	20.0	6.45%	2.42	20	28.57%	10.70												
Engineering Technician V	65.97	0.0																	
Engineering Technician IV	54.56	0.0																	
Engineering Technician III	31.23	0.0																	
Engineering Technician I/II	24.08	0.0																	
CAD Manager	65.39	90.0	29.03%	18.98	16	22.86%	14.95	36	29.51%	19.29	38	32.20%	21.06						
CAD Technician II	47.83	0.0																	
GIS Specialist III	52.68	0.0																	
GIS Specialist I/II	35.12	0.0																	
Landscape Architect	59.45	0.0																	
Landscape Designer I/II	33.11	0.0																	
Environmental Resource S	73.24	0.0																	
Environmental Resource S	55.75	0.0																	
Environmental Resource S	48.66	0.0																	
Environmental Resource S	29.10	0.0																	
Environmental Resource T	41.64	0.0																	
Engineering Item	16.30	0.0																	
<b>TOTALS</b>		310.0	100%	\$60.70	70.0	100.00%	\$53.15	122.0	100%	\$60.09	118.0	100%	\$65.82	0.0	0%	\$0.00	0.0	0%	\$0.00

**EXHIBIT "A"**  
**CHRISTOPHER B. BURKE ENGINEERING, LTD.**  
**GENERAL TERMS AND CONDITIONS**

1. Relationship Between Engineer and Client: Christopher B. Burke Engineering, Ltd. (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, causes of action between the parties to this Agreement pertaining to acts of failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. Responsibility of the Engineer: Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. Changes: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
4. Suspension of Services: Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the



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resumptions of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

5. Termination: This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
6. Documents Delivered to Client: Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest

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extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. Reuse of Documents: All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

8. Standard of Practice: The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.
9. Compliance With Laws: The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

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Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.

10. Indemnification: Engineer shall indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

11. Opinions of Probable Cost: Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
12. Governing Law & Dispute Resolutions: This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the **State of Illinois**.

## EXHIBIT "A"

Any claim, dispute or other matter in question arising out of or related to this Agreement, which can not be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

13. Successors and Assigns: The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
14. Waiver of Contract Breach: The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
15. Entire Understanding of Agreement: This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void & without effect to the extent they conflict with the terms of this Agreement.
16. Amendment: This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".

## EXHIBIT "A"

17. Severability of Invalid Provisions: If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
18. Force Majeure: Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
19. Subcontracts: Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.
20. Access and Permits: Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer perform such services.
21. Designation of Authorized Representative: Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
22. Notices: Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
23. Limit of Liability: The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

## EXHIBIT "A"

24. Client's Responsibilities: The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are

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specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

25. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.
26. Payment: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:
- Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.
- Suspension of Services. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.
27. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

## EXHIBIT "A"

Kotecki Waiver. Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the **Illinois** Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that **Illinois** law prohibits indemnity for the Indemnitees' own negligence. The Owner and Engineer are designated and recognized as explicit third party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

28. Job Site Safety/Supervision & Construction Observation: The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the



## EXHIBIT "A"

Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involve the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

29. Insurance and Indemnification: The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

The Client and Engineer waive all rights against each other and against the Contractor and consultants, agents and employees of each of them for damages to the extent covered by property insurance during construction. The Client and Engineer each shall require similar waivers from the Contractor, consultants, agents and persons or entities awarded separate contracts administered under the Client's own forces.

30. Hazardous Materials/Pollutants: Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is a operation, maintenance and repair activity for which the Engineer is not responsible.

June 13, 2005

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