



**VILLAGE BOARD OF TRUSTEES  
REGULAR MEETING NOTICE/AGENDA  
JUNE 10, 2025, 7:00 PM**

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

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

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Approval of Minutes –**      [Regular Meeting – May 27, 2025](#)
5. **Special Reports**
6. **Public Hearings – None**
7. **Plan Commission Reports**
  - a. **PC 24-05** – Request by MCC Academy for approval of a minor amendment to a Special Use Permit authorizing the expansion of an existing school at the property commonly known as 8601 Menard Avenue to allow for the elimination of horizontal window slits within porcelain rainscreen approved for the exterior south façade – *Presented by Brandon Nolin, Community Development Administrator*
  - b. **PC 25-04** – Request for approval of various Text Amendments to establish Sections 12-3-9 and 12-3-10 of the Morton Grove Unified Development Code (Title 12) to provide guidance for the installation and use of solar energy collection systems and wind energy collection systems – *Presented by Brandon Nolin, Community Development Administrator*
  - c. **PC 25-05** – Request by Vitrychenko Academy for approval of a Special Use Permit for the operation of an indoor recreational facility at the property commonly known as 7840-60 Lehigh Avenue in Morton Grove, Illinois all within a M-2 General

8. **Residents' Comments (agenda items only)**
9. **President's Report** – *Administration, Comprehensive Plan, Council of Mayors, Northwest Municipal Conference, Strategic Plan Committee*
  - a. **Proclamation: Pride Month**
10. **Clerk's Report** – *Condominium Association, Strategic Plan Committee*
11. **Staff Report**
  - a. **Village Administrator**
    - 1) **Ordinance 25-16** (*Introduced April 8, 2025*)(*Second Reading*): An Ordinance Amending Title 6, Chapter 7 of the Municipal Code to Add a New Section 6-7-4 Entitled Sale of Illicit THC
  - b. **Corporation Counsel**
12. **Reports by Trustees**
  - a. **Trustee Khan** – *Finance Department, Appearance Commission, Lehigh/Ferris TIF (Trustee Travis)*
  - b. **Trustee Minx** – *Fire Department, Fire Pension Board, Fire and Police Commission, Special Events Commission, RED Center, NIPSTA (Trustee Thill)*
  - c. **Trustee Shiba** – *Building Department, Environment & Natural Resources Commission, Legal Department, IT Department Sawmill Station TIF (Trustee Witko)*
  - d. **Trustee Thill** – *Public Works Department, SWANCC (Solid Waste Agency of Northern Cook County), MG-Niles Water Commission, Traffic Safety Commission (Trustee Minx)*
    - 1) **Resolution 25-46:** Authorizing an Agreement with the Illinois Department of Transportation for Routine Maintenance of State Routes Within the Municipal Corporate Boundaries
    - 2) **Resolution 25-47:** Authorizing a Contract with Goodmark Nurseries of Wonder Lake, Illinois, for the Awarded Illinois Department of Natural Resources Urban and Community Forestry Grant – Phase I Tree Purchase
    - 3) **Resolution 25-48:** Authorizing an Agreement Between the Village of Morton Grove and MGT Impact Solutions, LLC, of Chicago, IL. for Interim Administrative Support Services



- 4) **Resolution 25-49:** Authorizing and Approving a Change Order to the Professional Service Agreement Between RM Swanson Architects and the Village of Morton Grove for Construction Management Services for the Morton Grove Metra Commuter Station
- 5) **Resolution 25-50:** Authorizing a Contract with Goodmark Nurseries of Wonder Lake, Illinois, for the 2025 50/50 Tree Planting Program
- e. **Trustee Travis** – *Police Department, Police Pension Board, Fire & Police Commission, Community Relations Commission, (Trustee Khan)*
- f. **Trustee White** – *Community & Economic Development Department, Economic Development Commission, Plan Commission/ Zoning Board Lincoln/Lehigh TIF (Trustee Shiba)*
  - 1) **Ordinance 25-20** (*Introduced June 10, 2025*) (*First Reading*): Approving a Minor Amendment to Ordinance 24-17 Granting an Amendment to a Special Use Permit (Ord. 18-09) Granting the Expansion of an Existing School at the Property Commonly Known as 8601 Menard Avenue in Morton Grove, Illinois
  - 2) **Ordinance 25-21** (*Introduced June 10, 2025*) (*First Reading*): Approving a Special Use Permit for an Indoor Recreational Facility at 7840-60 Lehigh Avenue in Morton Grove, Illinois
  - 3) **Ordinance 25-22** (*Introduced June 10, 2025*) (*First Reading*): Approving Text Amendments to Establish Sections 12-3-9 And 12-3-10 of the Morton Grove Unified Development Code (Title 12) to Provide Guidance for the Installation and Use of Solar Energy Collection Systems and Wind Energy Collection Systems in Morton Grove, Illinois

13. **Presentation of Warrants** – \$2,062,535.36

14. **Other Business**

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  
MAY 27, 2025**

**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 assemblage in the Pledge of Allegiance.
- II. Village Clerk Eileen Harford called the roll. Present were Trustees Saba Khan, Rita Minx, Ashur Shiba, John Thill, Connie Travis, and Janine Witko.

III. **APPROVAL OF MINUTES**

- a. Mayor DiMaria asked for a motion to approve the Special Meeting Minutes of May 13, 2025, as presented. Trustee Minx so moved, seconded by Trustee Khan. **Motion passes unanimously via voice vote.**
- b. Next, Mayor DiMaria asked for a motion to approve the Minutes of the May 13, 2025 Village Board Meeting as presented. Trustee Minx so moved, seconded by Trustee Witko. **Motion passes unanimously via voice vote**

IV. **SPECIAL REPORTS**

NONE

V. **PUBLIC HEARINGS**

NONE

VI. **PLAN COMMISSION REPORTS**

NONE

VII.

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

NONE

VIII.

**PRESIDENT'S REPORT**

1. Mayor DiMaria said the Village's annual Morton Grove Days festival is set for July 3 through July 6. However, we really need volunteers! He asked the assemblage to visit the Village's website to get the latest updates. Also, yard signs supporting the Morton Grove Days event are currently being sold. Mayor DiMaria asked the assemblage to consider volunteering for this worthy cause, even if it's only for an hour or two!

IX.

**CLERK'S REPORT**

1. Clerk Harford presented **Resolution 25-45, Accepting the Canvass Results and Proclamation for the April 1, 2025 Consolidated Election.**
  - a. She explained that this Resolution will formally accept, confirm, announce, and record the results of the April 1, 2025 Consolidated Election. In this election, one candidate ran for the office of Village President for a four-year term; one candidate ran for the office of Village Clerk for a four-year term; and three candidates ran for three offices of Village Trustee (each a four-year term). Three candidates ran for two office for Library Trustee for a six-year term. The Board of Election Commissioners has certified the following results:

Total ballots cast: 2,420

For the office of Village President (four-year term): Janine Witko with 2,035 ballots cast

For the office of Village Clerk (four-year term): Eileen Scanlon Harford with 2,003 ballots cast

For the office of Village Trustee (three four-year terms):

Saba Khan with 1,905 ballots cast

Ashur Shiba with 1,669 ballots cast

Constance "Connie" Travis with 1,811 ballots cast

For the office of Library Trustee (two six-year terms):

Kimberly "Kim" Moldofsky with 1,550 ballots cast

Mohammed Azam Hussain with 1,247 ballots cast

- b. The Board of Elections of Cook County, Illinois has proclaimed, and this Resolution confirms, the certification of the newly elected officials:
 

Village President:	Janine Witko
Village Clerk:	Eileen Scanlon Harford
Village Trustee:	Saba Khan, Ashur Shiba, and Constance "Connie" Travis
Library Trustee:	Kimberly "Kim" Moldofsky, Mohammed Azam Hussain

Trustee Minx moved to approve Resolution 25-45, seconded by Trustee Khan.

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

Clerk Harford called the roll.

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

Tr. Khan      aye  
Tr. Thill      aye

Tr. Minx      aye  
Tr. Travis    aye

Tr. Shiba      aye  
Tr. Witko      aye

X. **STAFF REPORTS**A. Village Administrator:

Village Administrator Chuck Meyer had no formal report this evening.

B. Corporation Counsel:

Corporation Counsel Liston said it was an honor to have Mayor Krier in the audience tonight. She thanked him for being here. Mayor DiMaria said that shortly there will be three Morton Grove mayors in the room tonight! Ms. Liston also congratulated everyone who was elected and thanked them for being willing to serve. Lastly, she thanked Mayor DiMaria for his years of service.

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

Trustee Khan had no formal report this evening.

B. Trustee Minx:

Trustee Minx said she's really hoping people will volunteer for Morton Grove Days; adding, "We're look forward to a great event this year."

C. Trustee Shiba:

Trustee Shiba had no formal report this evening.

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

D. Trustee Thill:

Trustee Thill had no formal report this evening.

E. Trustee Travis:

Trustee Travis had no formal report this evening.

F. Trustee Witko:

Trustee Witko had no formal report this evening.

XII. **WARRANTS**

Trustee Khan presented the Warrant Register for May 27, 2025 in the amount of \$358,148.00. She moved to approve the Warrants as presented, seconded by Trustee Shiba.

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

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

XII. **OTHER BUSINESS**

1. Installation of Newly Elected Village President (Mayor) and Village Clerk

- a. Mayor DiMaria invited Trustee Witko to the podium so that he could swear her in as the new Village President. He administered the Oath of Office and then Mayor Witko returned to the dais.
- b. Mayor DiMaria next administered the Oath of Office to Village Clerk Eileen Scanlon Harford, and she, too, returned to the dais.

2. Appointment of Keith White

- a. Mayor Witko said her first official decision as Mayor is to appoint someone to fill out her Trustee term. She said it's one of the most important decisions she'll make, because Village Trustees serve as the eyes, ear, and voice of our residents, and enact policy to help shape the future of our community.

XII.

**OTHER BUSINESS** (continued)

- b. In considering this choice, Mayor Witko said, she was looking for someone familiar with all aspects of the Village, who cares about the community, is an independent thinker and is someone who can work collaboratively with our current Village Board and staff. With all the important things the Board has going on right now, she added, she was looking for someone who could “hit the ground running.” Mayor Witko said, while she appreciates all the people who expressed interest in filling her trustee position, she said she believes the best person for this important role is Keith White.
- c. Mayor Witko noted that Keith was born and raised in Morton Grove. Both his parents were active in the Village as Park District Commissioners and installed in him a commitment to public service. Keith worked for the Park District while he was a student, and later, he served for six years as a Park District Commissioner. Keith has served on a number of Village boards and commissions, and has chaired the Traffic Safety Commission since 2010. In 2013, he served as the Chair of the Village’s first Strategic Planning Committee, and, for as long as she can remember, he has been a volunteer at Morton Grove Days. Keith is currently the Content Team’s General Manager and first responder for disaster restoration emergency services for Paul Davis Emergency Restoration Services. Keith and his wife Joan live on Neenah, and Keith’s proudest accomplishments are his two children. He is a dedicated family man who cares about making Morton Grove better every day. He is committed to maintaining the Village’s high standards for excellence in community services, and wants to encourage business development in the Village.
- d. Mayor Witko said she was proud to appoint Keith White to serve as Village Trustee, and join this exceptional group of community leaders. She asked for a motion to concur with this appointment.

Trustee Minx moved to concur with the appointment of Keith White to fill out the remainder of Mayor Witko’s trustee term. The motion was seconded by Trustee Travis.

**Motion passes: 5 ayes, 0 nays.**

Tr. Khan      aye  
Tr. Thill      aye

Tr. Minx      aye  
Tr. Travis    aye

Tr. Shiba      aye

3. Installation of Newly Elected Village Trustees

Former Mayor DiMaria then called Trustee Saba Khan to the podium to swear her in as Village Trustee, followed by Trustee Ashur Shiba, Trustee Constance “Connie” Travis, and finally, newly appointed Trustee Keith White.

4. Remarks by Newly Elected Board Members

- a. **Village Clerk Eileen Scanlon Harford** said she was honored to accept the responsibility of serving her third term as Village Clerk. She thanked her husband Keith first and foremost. She also thanked her wonderful family, including her granddaughter Daniela, saying, “Your love, patience, and unwavering support make everything I do possible.”

XII.

**OTHER BUSINESS** (continued)

- b. Clerk Harford thanked the residents of Morton Grove for continuing to place their trust in her. She said, "It's a privilege to serve a community that is not only vibrant and diverse, but unified in its values. Here, neighbors look out for each other. We celebrate our differences and come together with a shared purpose—to make Morton Grove a place we are proud to call home."
- c. Clerk Harford said that father had always said that Morton Grove's most valuable asset were the residents, including all the volunteers, and, of course, Village staff. She said, in her third term, she will continue listening and learning, and working hard for every resident.
- d. Next, **Trustee Saba Khan** welcomed everyone and thanked them for being here tonight. She pointed out that this is a memorable day—Morton Grove has created history today in the swearing-in of the Village's first female Mayor. She congratulated Mayor Witko.
- e. Trustee Khan said she is enthusiastic and excited to begin her second term as Trustee. She was thrilled to be working with a great team, because they have worked together and accomplished much together. She said, with the addition of Trustee Keith White, we'll be even better.
- f. Trustee Khan recounted that her oldest son visited her place of business when he was about four years old. She is a periodontist, and her job involves cleaning teeth and taking care of gum disease. Her son asked her, "Why would you do that? Ewww!" And she told him, someone has to do it. Similarly, when she ran for office four years ago, some of her friends asked her why she was doing this. She told them, someone has to do it. She said when you're passionate about something, you just automatically do it—and it does get easier, especially when you're part of a great team.
- g. Trustee Khan said her message to the residents is, "I am here to serve the community, and I am your trustee. I'm just like you. My goal is to make a better tomorrow, but together with everyone. You are the people who make Morton Grove incredibly close and amazingly open, just like our motto." Trustee Khan also gave a shout-out to her husband, Mazhar, calling him "her rock, her trailblazer, and a great inspiration." She then introduced her two sons and their wives, and her mother. She said, "I am who I am because of her." She thanked Morton Grove residents for their votes and their trust and said, "I am here to serve you, and I will do so to the best of my ability."
- h. **Trustee Ashur Shiba** thanked his beautiful wife, who couldn't be here tonight, and his amazing family, for their constant support and for enduring his many absences due to work and Village duties. He thanked Mayor DiMaria for being a mentor, a friend, and an older ("way older") brother to him. He noted that this is his first full four-year term and thanked his fellow Board members for the way they've coached him. He thanked the Administrative Staff for the incredible job they do, top to bottom; the Village would be lost without them.
- i. Trustee Shiba thanked all those who voted for him, and those who didn't. He said he wants to be easily accessible to the residents and said, "We're all neighbors; we're all friends. I'm here for you and would love to share ideas with you." He said he comes from a country where many people are related to each other, and said, "Morton Grove feels just like that. We're one big family."

XII.

**OTHER BUSINESS** (continued)

- j. **Trustee Connie Travis** said she is honored to begin her third term as Trustee, and she sincerely thanked the residents of Morton Grove for placing their confidence in her. She said she's looking forward to continuing to work with her incredible fellow Board members, and gave a warm welcome to the newest Trustee, Keith White. She said she's "energized" by the opportunity to have Mayor Witko leading and guiding the Village over the next four years. She said she's committed to supporting the initiatives and vision of Mayor Witko and the Board, while "staying true to my passion for inclusion and community."
- k. Trustee Travis thanked her family for their unwavering support, and said she's excited for what lies ahead. She added, "I firmly believe that we will continue to move Morton Grove forward, to be stronger and better than ever. I remain dedicated to serving our community with integrity, transparency, and purpose, as we continue to build a bright future for Morton Grove together."
- l. **Trustee Keith White** thanked Mayor Witko for asking him to serve on the Village Board. He said he's lived in Morton Grove for many years, and thanked his wife Joan and daughter Janelle for their support of this opportunity. He said, "they're always behind me 100% and that means a lot to me."
- m. Trustee White said, in 2000, he hired a contractor to put an addition on his house. That contractor was Dan DiMaria, and Dan encouraged Keith to get involved, so he took Dan's advice. Now, 24 years later, he's on the Board of Trustees. Trustee White said he's looking forward to helping move Morton Grove forward, as best he can.
- n. **Mayor Janine Witko** said, "Sitting in this seat as Mayor of Morton Grove is incredibly humbling and incredibly exciting." She said she is grateful to those who voted for her for all who reached out to offer their support and encouragement. She said she has been truly overwhelmed by the number of people who took the time to share their belief in her when she first announced her candidacy, and who have since reached out to offer congratulations.
- o. Mayor Witko said her promise to all the residents is that "I will continue to listen, lead with transparency, and represent you to the very best of my ability, every single day." She thanked the members of the Action Party for standing by her through four general elections and a primary, while working tirelessly behind the scenes to keep Morton Grove moving forward. She said, "Your dedication without ever seeking the spotlight is both admirable and deeply appreciated—we wouldn't be here without you."
- p. Mayor Witko thanked Mayor DiMaria for his trust in her, his leadership, and for leaving Morton Grove in such a strong position. She said, "The Village is undeniably better now than when you took over as Mayor." She said Dan's energy, boldness, and deep love for the Village made a lasting impact on her, and thanked him for the examples he set and the friendship they've built. Mayor Witko said we've seen tremendous momentum over the last decade—new businesses, thriving developments, renewed community spirit—adding "I'm committed to keeping that momentum going." She noted that would mean continuing to invest in smart, thoughtful growth that serves both today's residents and future generations.



XII. **OTHER BUSINESS** (continued)

- q. Mayor Witko said the work of keeping the momentum going requires a strong team. She said, “I am incredibly proud to be part of a cohesive Village Board. We’ve proven we can work together and listen to one another to move things forward, without drama, without ego, and with Morton Grove’s best interests at the center of every decision.” She said she’s excited to continue that spirit of teamwork.
- r. Mayor Witko thanked and recognized the Village staff. From department heads to administrative support to “boots on the ground” workers, they are the heartbeat of this organization—the ones who turn ideas into action. She said “You make our jobs easier, and so often, you do so much with so little. You are the everyday problem solvers and professionals who rarely get the spotlight, but always get the job done. I see you. I value you. And I look forward to working with you.”
- s. Mayor Witko thanked her family and friends, many of whom are here tonight. Some are family by blood, she said, others are friends who have become family. She said their support over the last twelve years has meant everything to her. She said she’s so glad to have them with her as she begins this journey as Mayor. She gave a special thank-you to her husband, Pete, upon whom Mayor DiMaria has bestowed the title of “First Gentleman.” He may not enjoy that title, but he’s earned every bit of the credit that goes with it. She thanked him for being her rock and supporter.
- t. Mayor Witko said, for her, being Mayor isn’t just about policy, it’s about people. She said she’s energized by the work ahead, from continuing the economic development momentum that has transformed Morton Grove to expanding community events, to supporting our seniors and strengthening the connections that make the Village so special. She said, “And while I will lead with my own style and vision, my commitment is the same: to move Morton Grove forward with integrity, inclusion, and heart. This Village—my daughter’s hometown—means the world to me. I’m honored to serve as your Mayor, and I’m ready to get to work.”

XIII. **RESIDENTS’ COMMENTS**

**Niles Township Trustee Mazhar Khan** congratulated the newly elected officials on behalf of the Niles Township government. He also thanked Mayor DiMaria for being a wonderful mentor and for his leadership.

XIV. **ADJOURNMENT**

As there was no further business before the Board, Trustee Minx moved to adjourn the meeting, seconded by Trustee Khan.

**Motion passed unanimously via voice vote.**

The meeting adjourned at 7:32 p.m.

PASSED this 10th day of June 2025.

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

APPROVED by me this 10th day of June 2025.

\_\_\_\_\_

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

APPROVED and FILED in my office this 11th day of June 2025.

\_\_\_\_\_

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

Minutes by Teresa Cousar

# Proclamation

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## Village of Morton Grove

WHEREAS, June 2025 marks the 56th annual celebration of Pride Month throughout the United States to embrace diversity, and recommit our efforts to advance inclusion and prevent discrimination against LGBTQ+ individuals; and

WHEREAS, LGBTQ+ people are important and respected members of our community. They are our family members, friends, and neighbors and they make invaluable contributions to the cultural, civic, and economic success of the Village of Morton Grove; and

WHEREAS, the Village of Morton Grove's tagline "Incredibly Close and Amazingly Open" underscores our collective resolve to work together with all members of our community to facilitate open relationships and foster a safe and welcoming environment for our residents and visitors regardless of age, race, religion, marital status, national origin, gender, sexual orientation, or physical challenges; and

WHEREAS, the Mayor and Board of Trustees of the Village of Morton Grove believe all our residents should feel valued, safe, empowered and supported by their peers, educators, community leaders and the community at large, without regard to sexual orientation, gender identity, or expression; and

WHEREAS, the Village of Morton Grove salutes "Morton Grove Pride" a group of residents that have planned a series of events this month celebrating the diversity of our community and encourages residents to learn about and support these events by visiting the organization's website at <https://mortongrovepride.org/>; and

NOW THEREFORE, I, Janine Witko, Mayor of the Village of Morton Grove, do hereby proclaim the month of June 2025, as

**PRIDE MONTH**  
in the Village of Morton Grove

FURTHER, I urge all residents to join with the Village Board and me to eliminate discrimination wherever it exists, to accept all people for who they are and who they love, and to honor our diversity by celebrating our LGBTQ+ family, friends, and neighbors.

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

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Janine Witko, Village President

## Legislative Summary

### **Ordinance 25-16**

#### **AN ORDINANCE AMENDING TITLE 6, CHAPTER 7 OF THE MUNICIPAL CODE TO ADD A NEW SECTION 6-7-4 ENTITLED SALE OF ILLICIT THC**

<b>Introduction:</b>	April 8, 2025
<b>Purpose:</b>	The Ordinance will amend Title 6 Chapter 7 of the Village Code to add a new section regarding the sale of illicit THC.
<b>Background:</b>	<p>On June 25, 2019, the State of Illinois enacted Public Act 101-0027, the Cannabis Regulation and Tax Act (“Act”), which legalized the possession, cultivation, sales, and consumption of recreational cannabis in accordance with the Act. Following the implementation of the Act, the Village adopted Ordinance 20-04 which amended Title 6 entitled “Police Regulations” to add Chapter 7 entitled Cannabis and Drug Paraphernalia which incorporated by reference the Act in its entirety as amended from time to time. The Village then approved Ordinance 20-06 on December 14, 2020, which amended Title 12 entitled “Unified Development Code,” Chapter 5 entitled “Special Zoning Provision” to provide regulations (in addition to the Act) for state licensed cannabis establishments including limitations on the number and location of cannabis establishments, distances from schools, parks and residential districts, hours of operations, sign regulations, prohibitions against ingesting cannabis on the premises or in the parking lot. The Act and subsequent Village actions were taken in order to regulate the procurement of cannabis at State-licensed facilities.</p> <p>The Village has made deliberate efforts to regulate cannabis products within the community. However, over the past few years there has been an increase in the availability of “cannabis-like” products which often contain the same intoxicating effects of cannabis but are sold outside of State-licensed dispensaries. These products are regularly available in stores that sell tobacco and gas stations. The lack of regulations allows for the sale of these products without restrictions on age or the other deliberate regulations enacted by the Village. Ordinance 25-16 was drafted based on similar regulations from neighboring communities with the intent to restrict the sale of cannabis-like products such as “Delta-8”, “THC-O”, and other variants.</p>
<b>Departs Affected</b>	Village Administrator’s Office and Police Department
<b>Fiscal Impact:</b>	No financial impact
<b>Source of Funds:</b>	N/A
<b>Workload Impact:</b>	The Police Department will enforce this Ordinance. Village staff will notify affected businesses of this new regulation.
<b>Administrator Recommendation</b>	Approval as presented
<b>Second Reading:</b>	June 10, 2025
<b>Special Requirements:</b>	None

# **ORDINANCE 25-16**

## **AMENDING TITLE 6, CHAPTER 7 OF THE MUNICIPAL CODE TO ADD A NEW SECTION 6-7-4 ENTITLED SALE OF ILLICIT THC**

WHEREAS, the Village of Morton Grove (the "Village"), located in Cook County, Illinois is a home rule unit of government under the provisions of Article 7 of the Constitution of the State of Illinois, and 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 President and Board of Trustees are committed to protecting the health, safety and welfare of the Village and its residents; and

WHEREAS, on June 25, 2019, the state of Illinois enacted Public Act 101-0027, the Cannabis Regulation and Tax Act (the "Act"), which legalizes the possession, cultivation, sales and consumption of recreational cannabis in accordance with the Act (410 ILCS 705/1-1 et seq.) The Act requires cannabis growers, processors, and dispensaries to be licensed and abide by strict regulations governing the quality, potency, and purity of cannabis; and

WHEREAS, on February 10, 2020, the Village adopted Ordinance 20-04 which amended Title 6 entitled "Police Regulations" to add Chapter 7 entitled Cannabis and Drug Paraphernalia which incorporated by reference the Act in its entirety as amended from time to time; and

WHEREAS, on December 14, 2020, the Village adopted Ordinance 20-26, which amended Title 12 entitled "Unified Development Code," Chapter 5 entitled "Special Zoning Provision" to provide regulations (in addition to the Act) for state licensed cannabis establishments including limitations on the number and location of cannabis establishments, distances from schools, parks and residential districts, hours of operations, sign regulations, prohibitions against ingesting cannabis on the premises or in the parking lot; and

WHEREAS, since 2020, communities across the nation have seen a proliferation of stores offering "cannabis-like" products which are produced from cannabis and industrial hemp plants. These products are often sold in smoke shops, vape stores and gas stations, and often offer the same intoxicating effects of cannabis. However, these products are not licensed or regulated by state law, and are not allowed to be sold in licensed cannabis establishment; and

WHEREAS, the Corporate Authorities of the Village of Morton Grove believe it is in the best interest of the residents of the Village to prohibit the sale of cannabis-like products as set forth in this ordinance.

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

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

SECTION 2: Title 6, entitled "Police Regulations," Chapter 7 entitled "Cannabis and Drug Paraphernalia is hereby amended to add a new section 6-7-4 to read as follows:

**6-7-4: ILLICIT THC PRODUCTS AND KRATOM**

A. Definitions: For the purposes of this Chapter, the following terms have the meanings ascribed to them in this section unless different meanings are plainly indicated by the context:

1. ILLICIT THC PRODUCT: Any product, material, compound, isomer, acid, salt, mixture, or preparation:
  - a. Used or intended for human consumption;
  - b. That is not made, manufactured, sold, given away, bartered, exchanged, distributed, furnished, marketed, advertised, or otherwise held out for sale by cannabis business establishments duly licensed under the Compassionate Use of Medical Cannabis Program Act (410 ILCS 130/1, et seq.) or the Cannabis Regulation and Tax Act (410 ILCS 705/1-1, et seq.); and
  - c. That contains: (1) any amount of synthesized tetrahydrocannabinol (THC) of any kind, inclusive of acid forms, regardless of name, and including but not limited to THC-O, delta-8 tetrahydrocannabinol, and delta-10 tetrahydrocannabinol, (2) a total delta-9 tetrahydrocannabinol content concentration level in excess of 0.3% on a dry weight basis, (3) a total delta-9 tetrahydrocannabinol content in excess of 0.5 milligrams per labeled serving or individual unit or 2.5 milligrams per package regardless of the number of labeled servings or individual units therein, or (4) kratom, as that term is defined in Section 5(a) of the Illinois Kratom Control Act, 720 ILCS 642/5(a), as may be amended.
2. KRATOM: Any parts of the plant *mitragyna speciosa*, whether growing or not, and any compound, manufacture, salt, derivative, mixture, or preparation of that plant, including but not limited to mitragynine and 7-hydroxymitragynine.
3. SYNTHESIZED THC: Tetrahydrocannabinol synthesized in a laboratory or by

industry using directed or biosynthetic chemistry rather than traditional food preparation techniques such as heating or extracting.

4. TOTAL DELTA-9 THC CONTENT: The value determined after the process of decarboxylation, or the application of a conversion factor if the testing methodology does not include decarboxylation, that expressed the potential total delta-9 tetrahydrocannabinol content derived from the sum of the THC and THCA content and reported on a dry weight basis, to be calculated either by using a chromatograph technique using heat, such as gaschromatography, through which THCA is converted from its acid form to its neutral form, or by using a liquid chromatograph technique, which keeps the THCA intact, and using the following conversion: [Total THC = (0.877 x THCA) + THC] which calculates the potential total THC in a given sample.
2. It shall be unlawful for any retail establishment to sell, offer for sale, give away, or deliver any illicit THC product or kratom

SECTION 3: Title 1, entitled “Administration,” Chapter 4 entitled “Penalties” Section 1-4-2 entitled “Monetary Penalties and Fines for Specific Violations and Offenses” is hereby amended to restate the rows pertaining penalties for violations of Title 6 Chapter 7 to read as follows:

Section	Description	Penalty
6-7-1B	Possession of Cannabis Under 21 .1 grams – 30.0 grams or < 500.1mg Cannabis infused products or < 5.1g Cannabis Concentrate	\$100.00 - \$200.00
6-7-1B	Possession of Cannabis Under 21 30.1 grams – 100.0 grams or > 500.1mg Cannabis infused products or > 5.1g Cannabis Concentrate	\$200.00 - \$750.00
<del>6-7-1B*</del>	<del>Possession of Cannabis Under 21</del>	<del>In addition or as an alternative to any monetary penalty, a violator of this section may be required to perform community service or attend drug education training.</del>
<del>6-7-1B</del>	<del>Illinois Resident Possession of Cannabis Over 21 &gt; 30.0g or &gt; 500mg Cannabis Infused Products or &gt; 5g Cannabis Concentrate</del>	
<del>6-7-1B</del>	<del>Non-Illinois Resident Possession of Cannabis Over 21 &gt; 15.0g or &gt; 250mg Cannabis Infused Products or &gt; 2.5g Cannabis Concentrate</del>	<del>\$100.00 — \$750.00</del>

<del>6-7-1C</del>	<del>Owner Responsibility</del>	<del>\$300.00—\$300.00</del>
<del>6-7-2B</del>	<del>Medical Cannabis License Holder Violations</del>	<del>\$100.00—\$750.00</del>
<del>6-7-3B</del>	<del>Consumption in Public or in Violation of the Act</del>	<del>\$100.00—\$750.00</del>
<del>6-7-3B</del>	<del>Transportation Violations</del>	<del>\$100.00—\$750.00</del>
<del>6-7-3B</del>	<del>Cannabis Home Grow Violations—less than 5 plants</del>	<del>\$100.00—\$750.00</del>
<del>6-7-4B</del>	<del>Providing Cannabis to Minors</del>	<del>\$750.00</del>
<del>6-7-1-C*</del>	<del>Providing Cannabis to Minors</del>	<del>\$750.00</del>
<del>6-7-1*</del>	<del>Possession Cannabis</del>	<del>In addition or alternative to any monetary penalty, a violator of this section may be required to perform community service or attend drug education training.</del>
<del>6-7-1-D</del>	<del>Owner Responsibility</del>	<del>\$300.00—\$750.00</del>
<del>6-7-3-B-1</del>	<del>Possession of Drug Paraphernalia (less than 10 grams of Cannabis)</del>	<del>\$100.00</del>
<del>6-7-3-B-2</del>	<del>Possession of Drug Paraphernalia (greater than 10 grams of Cannabis or other drugs)</del>	<del>\$200.00</del>
<del>6-7-1</del>		
<del>6-7-1C</del>	<del>Responsibility of Owner or Occupant</del>	<del>\$100.00 - \$1,000.00</del>
<del>6-7-2</del>	<del>Violations of Compassion Use of Medical Cannabis Program Act</del>	<del>\$100.00 - \$500.00</del>
<del>6-7-3</del>	<del>Violations of Cannabis Regulation and Tax Act</del>	<del>\$100.00-\$500.00</del>
<del>6-7-4B</del>	<del>Sale of illicit THC products- 1st offense</del>	<del>\$150.00 - \$1,000.00 plus cost</del>
<del>6-7-4B</del>	<del>Sale of illicit THC products- 2nd offense in 12-month period</del>	<del>\$250.00 - \$1,500.00 plus costs</del>
<del>6-7-4B</del>	<del>Sale of illicit THC products-3rd offense in 12-month period</del>	<del>\$500.00 - \$2,500.00 plus costs and/or suspension or revocation of business compliance certificate</del>

SECTION 4: All ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of the conflict, expressly repealed on the effective date of this Ordinance.

SECTION 5: The terms and conditions of this ordinance shall be severable and if any section, term, provision, or condition is found to be invalid or unenforceable for any reason by a court of competent jurisdiction, the remaining sections, terms, provisions, and conditions shall remain in full force and effect.

SECTION 6: Except as to code amendments set forth in this ordinance, all chapters and sections of the *Morton Grove Village Code* shall remain in full force and effect.

SECTION 7: This Ordinance shall take effect on the later of the adoption of this Ordinance or August 1, 2025.



Passed this 10th day of June 2025.

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

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

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

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

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

Trustee White \_\_\_\_\_

Approved by me this 10th day of June 2025.

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

Attested and Filed in my office this  
this 11th day of June 2025.

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

## Legislative Summary

### **Resolution 25-46**

#### **AUTHORIZING AN AGREEMENT WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION FOR ROUTINE MAINTENANCE OF STATE ROUTES WITHIN THE MUNICIPAL CORPORATE BOUNDARIES**

<b>Introduction:</b>	June 10, 2025
<b>Purpose:</b>	To authorize the Village President to execute a 10-year contract with the Illinois Department of Transportation (IDOT) for the routine maintenance of various State routes as listed in Exhibit "A".
<b>Background:</b>	The Village maintains various state routes within the municipal boundaries through an intergovernmental agreement with the Illinois Department of Transportation (IDOT). This agreement expires on June 30, 2025. This resolution establishes a new 10-year agreement with an estimated compensation to the Village of \$1,450,000.00. Compensation will be adjusted yearly based on the Construction Cost Index published by Engineering News Records. The July 1, 2025, to June 30, 2026, term is a 1.60% increase from compensation received in the previous year.
<b>Departs Affected</b>	Department of Public Works and Finance Department
<b>Fiscal Impact:</b>	\$145,000.00 of revenue for July 2025 to June 2026
<b>Source of Funds:</b>	IDOT
<b>Workload Impact:</b>	The Public Works Department will manage and implement the project as part of its normal work activities.
<b>Administrator Recommendation</b>	Approval as presented
<b>Second Reading:</b>	Not Required
<b>Special Requirements:</b>	None

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

## **RESOLUTION 25-46**

### **AUTHORIZING AN AGREEMENT WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION FOR ROUTINE MAINTENANCE OF STATE ROUTES WITHIN THE MUNICIPAL CORPORATE BOUNDARIES**

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 currently maintains various state routes within the municipal boundaries through an intergovernmental agreement with the Illinois Department of Transportation (IDOT); and

WHEREAS, the current 10-year intergovernmental agreement between the Village and IDOT for the maintenance of various State Routes within the Village expires on June 30, 2025; and

WHEREAS, IDOT and the Village of Morton Grove agree to enter into a new 10-year intergovernmental agreement effective July 1, 2025, to June 30, 2035; and

WHEREAS, the compensation amount for the 10-year term is estimated to be \$1,450,000.00; and

WHEREAS, the compensation amount for Year 1 will be \$145,000.00; and

WHEREAS, the compensation amount is adjusted yearly based on the Construction Cost Index as published by Engineering News Record; and

WHEREAS, the terms and conditions, scope of work, and maintenance limits are detailed in Exhibit "A".

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

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

SECTION 2: The Village President of the Village of Morton Grove is hereby authorized to enter into an agreement with the Illinois Department of Transportation for the maintenance of state highways as listed in Exhibit "A", and the Village Administrator, the Director of Public Works, and/or their designees are authorized to take all steps necessary to implement said agreement.

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

.

Passed this 10th day of June 2025

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

Approved by me this 10th day of June 2025

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

Attested and Filed in my office this  
11th day of June 2025

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

# Exhibit "A"



**Illinois Department  
of Transportation**

## Intergovernmental Agreement

Governmental Body Name	Agreement Number
Village of Morton Grove	

Address	City	State	Zip Code
7840 North Nagle Avenue	Morton Grove,	IL	60053

Remittance Address (if different from above)	City	State	Zip Code

Phone	Unique Entity Identifier (UEI)	FEIN/TIN
		30-600600-7

Brief Description of Service (full description specified in Part 5)

Routine Maintenance of State Routes

Compensation Method (full details specified in Part 6)

Lump Sum

Total Compensation Amount	Advance Pay	Start Date	Agreement Term
\$1,450,000.00 (Estimate)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	07/01/25	Expiration Date 06/30/35

### REQUIRED SIGNATURES

By signing below, the GOVERNMENTAL BODY and the DEPARTMENT agree to comply with and abide by all provisions set forth in Parts 1-8 herein and any Appendices thereto.

FOR THE **GOVERNMENTAL BODY:**

Signature	Date
Name	Title

FOR THE **DEPARTMENT:**

Signature	Date	Omer Osman, P.E., Secretary of Transportation	Date

Delegate Name

Printed Name

Printed Title

Signature	Date

Vicki L. Wilson, Chief Fiscal Officer	Date

Michael Prater, Chief Counsel	Date

(Approved as to form)

**Exhibit "A"**  
**INTERGOVERNMENTAL AGREEMENT**  
**FOR**  
**ROUTINE MAINTENANCE OF STATE ROUTES**

This Agreement is by and between

Please type or print legibly the GOVERNMENTAL BODY'S legal name and address

Village of Morton Grove  
7840 North Nagle Avenue  
Morton Grove, IL 60053

Attention

Mr. Michael Lukich

Email

referred to as the GOVERNMENTAL BODY, and the State of Illinois, acting by and through its Department of Transportation, referred to as the DEPARTMENT individually referred to as a PARTY, and collectively referred to as the PARTIES.

Part 1	Scope/Compensation/Term
Part 2	General Provisions
Part 3	Federally Funded Agreements
Part 4	Specific Provisions
Part 5	Scope of Services/Responsibilities
Part 6	Compensation for Services
Part 7	Certification Regarding Lobbying
Part 8	Agreement Award Notification

**Part 1**  
**SCOPE / COMPENSATION / TERM**

- A. **Scope of Services and Responsibilities** The DEPARTMENT and the GOVERNMENTAL BODY agree as specified in Part 5.
- B. **Compensation** Compensation (if any) shall be as specified in Part 6.
- C. **Term of Agreement** This Agreement will start 07/01/25 and will expire 06/30/35
- D. **Amendments** All changes to this Agreement must be mutually agreed upon by the DEPARTMENT and the GOVERNMENTAL BODY and be incorporated by written amendment, signed by the parties.
- ☒ E. **Renewal** This Agreement may not be renewed.

# Exhibit "A"

## Part 2

### GENERAL PROVISIONS

- A. Changes** If any circumstances or condition in this Agreement changes, the GOVERNMENTAL BODY must notify the DEPARTMENT in writing within seven (7) days.
- B. Compliance/Governing Law** The terms of this Agreement shall be construed in accordance with the laws of the State of Illinois. Any obligations and services performed under this Agreement shall be performed in compliance with all applicable state and federal laws. The Parties hereby enter into this Intergovernmental Agreement pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.
- C. Availability of Appropriation** This Agreement is contingent upon and subject to the availability of funds. The DEPARTMENT, at its sole option, may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (2) the Governor decreases the DEPARTMENT's funding by reserving some or all of the DEPARTMENT's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly; or (3) the DEPARTMENT determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. GOVERNMENTAL BODY will be notified in writing of the failure of appropriation or of a reduction or decrease.
- D. Records Inspection** The DEPARTMENT or a designated representative shall have access to the GOVERNMENTAL BODY's work and applicable records whenever it is in preparation or progress, and the GOVERNMENTAL BODY shall provide for such access and inspection.
- E. Records Preservation** The GOVERNMENTAL BODY, shall maintain for a minimum of **six (6) years** after the completion of the Agreement, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the Agreement.
- F. Cost Category Transfer Request** For all transfers between or among appropriated and allocated cost categories, DEPARTMENT approval is required. To secure approval, the GOVERNMENTAL BODY must submit a written request to the DEPARTMENT detailing the amount of transfer, the cost categories from and to which the transfer is to be made, and rationale of the transfer.
- G. Subcontracting/Procurement Procedures/Employment of DEPARTMENT Personnel**
1. Subcontracting-Subcontracting, assignment or transfer of all or part of the interests of the GOVERNMENTAL BODY concerning any of the obligations covered by this Agreement is prohibited without prior written consent of the DEPARTMENT.
  2. Procurement of Goods or Services - Federal Funds For purchases of products or services with any Federal funds that cost more than \$3,000.00 but less than the simplified acquisition threshold fixed at 41 U.S.C. 134, (currently set at \$250,000.00) the GOVERNMENTAL BODY shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any Federal funds for \$250,000 or more will require the GOVERNMENTAL BODY to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the GOVERNMENTAL BODY, the procedures of the DEPARTMENT will be used, provided that the procurement procedures conform to the provisions in Part 3(K) below. The GOVERNMENTAL BODY may only procure products or services from one source with any Federal funds if: (1) the products or services are available only from a single source; or (2) the DEPARTMENT authorizes such a procedure; or, (3) the DEPARTMENT determines competition is inadequate after solicitation from a number of sources.
  3. Procurement of Goods or Services - State Funds For purchases of products or services with any State of Illinois funds that cost more than \$20,000.00, (\$10,000.00 for professional and artistic services) but less than the small purchase amount set by the Illinois Procurement Code Rules, currently set to not exceed \$100,000 for professional and artistic services, (See 30 ILCS 500/20-20(a) and 44 Ill. Admin Code 6.100) the GOVERNMENTAL BODY shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any State of Illinois funds not exceeding \$100,000 for goods and services or more for professional and artistic services will require the GOVERNMENTAL BODY to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the GOVERNMENTAL BODY, the procedures of the DEPARTMENT will be used. The GOVERNMENTAL BODY may only procure products or services from one source with any State of Illinois funds if: (1) the products or services are available only from a single source; or (2) the DEPARTMENT authorizes such a procedure; or, (3) the DEPARTMENT determines competition is inadequate after solicitation from a number of sources.  
  
The GOVERNMENTAL BODY shall include a requirement in all contracts with third parties that the contractor or consultant will comply with the requirements of this Agreement in performing such contract, and that the contract is subject to the terms and conditions of this Agreement.
  4. EMPLOYMENT OF DEPARTMENT PERSONNEL The GOVERNMENTAL BODY will not employ any person or persons currently employed by the DEPARTMENT for any work required by the terms of this Agreement.

# Exhibit "A"

## Part 3

### ☒ **FEDERALLY FUNDED AGREEMENTS**

[Not applicable to this Agreement]



**Exhibit "A"**  
**PART 4**  
**SPECIFIC PROVISIONS**

- A. Invoices** Invoices submitted by the GOVERNMENTAL BODY will be for costs that have been incurred to complete the Part 5, Scope of Services. If the GOVERNMENTAL BODY's invoices are deemed by the DEPARTMENT or auditors to not be sufficiently documented for work completed, the DEPARTMENT may require further records and supporting documents to verify the amounts, recipients and users of all funds invoiced pursuant to this Agreement. Furthermore, if any of the deliverables in Part 5 are not satisfactorily completed, GOVERNMENTAL BODY will refund payments made under this agreement to the extent that such payments were made for any such incomplete or unsatisfactory deliverable.

Any invoices/bills issued by the GOVERNMENTAL BODY to the DEPARTMENT pursuant to this Agreement shall be sent to the following address:

Illinois Department of Transportation

Attention

District 1, Operations Supervisor

Address

1916 Techny Road

City

Northbrook,

State

IL

Zip Code

60062

All invoices shall be signed by an authorized representative of the GOVERNMENTAL BODY.

- B. Billing and Payment** All invoices for services performed and costs incurred by the GOVERNMENTAL BODY prior to July 1st of each year must be presented to the DEPARTMENT no later than ***July 31st*** of that same year for payment under this Agreement. Notwithstanding any other provision of this Agreement, the DEPARTMENT shall not be obligated to make payment to the GOVERNMENTAL BODY on invoices presented after said date. Failure by the GOVERNMENTAL BODY to present such invoices prior to said date may require the GOVERNMENTAL BODY to seek payment of such invoices through the Illinois Court of Claims and the Illinois General Assembly. No payments will be made for services performed prior to the effective date of this Agreement. The DEPARTMENT will direct all payments to the GOVERNMENTAL BODY's remittance address listed in this Agreement.
- C. Termination** This Agreement may be terminated by either party by giving thirty (30) calendar days written notice. If the DEPARTMENT is dissatisfied with the GOVERNMENTAL BODY's performance or believes that there has been a substantial decrease in the GOVERNMENTAL BODY's performance, the DEPARTMENT may give written notice that remedial action shall be taken by the GOVERNMENTAL BODY within seven (7) calendar days. If such action is not taken within the time afforded, the DEPARTMENT may terminate the Agreement by giving seven (7) calendar days written notice to the GOVERNMENTAL BODY. In either instance, the GOVERNMENTAL BODY shall be paid for the value of all authorized and acceptable work performed prior to the date of termination, including non-cancelable obligations made prior to receipt of notice of termination and for which work will be completed within thirty (30) days of receipt of notice of termination, based upon the payment terms set forth in the Agreement.
- D. Location of Service** Service to be performed by the GOVERNMENTAL BODY shall be performed as described in Part 5.
- E. Ownership of Documents/Title to Work** All documents, data and records produced by the GOVERNMENTAL BODY in carrying out the GOVERNMENTAL BODY's obligations and services hereunder, without limitation and whether preliminary or final, shall become and remain the property of the DEPARTMENT. The DEPARTMENT shall have the right to use all such documents, data and records without restriction or limitation and without additional compensation to the GOVERNMENTAL BODY. All documents, data and records utilized in performing research shall be available for examination by the DEPARTMENT upon request. Upon completion of the services hereunder or at the termination of this Agreement, all such documents, data and records shall, at the option of the DEPARTMENT, be appropriately arranged, indexed and delivered to the DEPARTMENT by the GOVERNMENTAL BODY.
- F. Software** All software and related computer programs produced and developed by the GOVERNMENTAL BODY (or authorized contractor or subcontractor thereof) in carrying out the GOVERNMENTAL BODY's obligation hereunder, without limitation and whether preliminary or final, shall become and remain the property of both the DEPARTMENT and the GOVERNMENTAL BODY. The DEPARTMENT shall be free to sell, give, offer or otherwise provide said software and related computer programs to any other agency, department, commission, or board of the State of Illinois, as well as any other agency, department, commission, board, or other governmental entity of any country, state, county, municipality, or any other unit of local government, or to any entity consisting of representatives of any unit of government, for official use by said entity. Additionally, the DEPARTMENT shall be free to offer or otherwise provide said software and related computer programs to any current or future contractor.
- The DEPARTMENT agrees that any entity to whom the software and related computer programs will be given, sold or otherwise offered shall be granted only a use license, limited to use for official or authorized purposes, and said entity shall otherwise be prohibited from selling, giving or otherwise offering said software and related computer programs without the written consent of both the DEPARTMENT and the GOVERNMENTAL BODY.

## Exhibit "A"

- G. Confidentiality Clause** Any documents, data, records, or other information given to or prepared by the GOVERNMENTAL BODY pursuant to this Agreement shall not be made available to any individual or organization without prior written approval by the DEPARTMENT. All information secured by the GOVERNMENTAL BODY from the DEPARTMENT in connection with the performance of services pursuant to this Agreement shall be kept confidential unless disclosure of such information is approved in writing by the DEPARTMENT.
- H. Compliance with Freedom of Information Act.** Upon request, GOVERNMENTAL BODY shall make available to DEPARTMENT all documents in its possession that DEPARTMENT deems necessary to comply with requests made under the Freedom of Information Act. (5 ILCS 140/7(2)).
- I. Reporting/Consultation** The GOVERNMENTAL BODY shall consult with and keep the DEPARTMENT fully informed as to the progress of all matters covered by this Agreement.
- J. Travel Expenses** Expenses for travel, lodging, or per diem is NOT allowed pursuant to this Agreement.
- K. Indemnification** Unless prohibited by State law, the GOVERNMENTAL BODY agrees to hold harmless and indemnify the DEPARTMENT, and its officials, employees, and agents, from any and all losses, expenses, damages (including loss of use), suits, demands and claims, and shall defend any suit or action, whether at law or in equity, based on a alleged injury or damage of any type arising from the actions or inactions of the GOVERNMENTAL BODY and/or the GOVERNMENTAL BODY's employees, officials, agents, contractors and subcontractors, and shall pay all damages, judgments, costs, expenses, and fees, including attorney's fees, incurred by the DEPARTMENT and its officials, employees and agents in connection therewith.
- GOVERNMENTAL BODY shall defend, indemnify and hold the DEPARTMENT harmless against a third-party action, suit or proceeding ("Claim") against the DEPARTMENT to the extent such Claim is based upon an allegation that a Product, as of its delivery date under this Agreement, infringes a valid United States patent or copyright or misappropriates a third party's trade secret.
- L. Equal Employment Practice** The GOVERNMENTAL BODY must comply with the "Equal Employment Opportunity Clause" required by the Illinois Department of Human Rights. The GOVERNMENTAL BODY must include a requirement in all contracts with third parties (contractor or consultant) to comply with the requirements of this clause. The Equal Employment Opportunity Clause reads as follows:
- In the event that the GOVERNMENTAL BODY, its contractor or consultant fails to comply with any provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act Rules and Regulations of the Illinois Department of Human Rights ("IDHR"), the GOVERNMENTAL BODY, its contractor or consultant may be declared ineligible for future contracts or subcontracts with the state of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the GOVERNMENTAL BODY agrees as follows:
1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization;
  2. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with IDHR's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
  3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service;
  4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organizations or representative of the contractor's obligations under the Illinois Human Rights Act and IDHR's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly notify IDHR and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder;
  5. That it will submit reports as required by IDHR's Rules and Regulations, furnish all relevant information as may from time to time be requested by IDHR or the contracting agency, and in all respects comply with the Illinois Human Rights Act and IDHR's Rules and Regulations;

## Exhibit "A"

6. That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and IDHR for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and IDHR's Rules and Regulations;
7. That it will include verbatim or by reference the provisions of this Clause in every contract and subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Agreement, the GOVERNMENTAL BODY, its contractor or consultant will be liable for compliance with applicable provisions of this clause; and further it will promptly notify the contracting agency and the Department in the event any of its contractor or subcontractor fails or refuses to comply therewith. In addition, the GOVERNMENTAL BODY will not utilize any contractor or subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the state of Illinois or any of its political subdivisions or municipal corporations;
8. The GOVERNMENTAL BODY must have written sexual harassment policies that include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment, under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the Grantee's internal complaint process including penalties; (v) the legal recourse, investigative, and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. A copy of the policies must be provided to the DEPARTMENT upon request; and

In addition, the GOVERNMENTAL BODY is subject to the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., which prohibits discrimination in connection with the availability of public accommodations.

**M. Tax Identification Number** GOVERNMENTAL BODY certifies that:

1. The number shown on this form is a correct taxpayer identification number (or it is waiting for a number to be issued), **and**
2. It is not subject to backup withholding because: (a) it is exempt from backup withholding, or (b) has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified the GOVERNMENTAL BODY that it is no longer subject to backup withholding, **and**
3. It is a U.S. entity (including a U.S. resident alien).

NAME OF GOVERNMENTAL BODY: Village of Morton Grove

Taxpayer Identification Number: 30-600600-7

Legal Status (check one):

☐ Tax-exempt    ☒ Government    ☐ Other \_\_\_\_\_

**N. International Boycott** The GOVERNMENTAL BODY certifies that neither GOVERNMENTAL BODY nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).

**O. Forced Labor** The GOVERNMENTAL BODY certifies it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the DEPARTMENT under this Agreement have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).

**P. Equipment** The DEPARTMENT and the GOVERNMENTAL BODY agree to the following:

1. The GOVERNMENTAL BODY must obtain the DEPARTMENT's written approval prior to purchasing any equipment with funds acquired under this Agreement;
2. The GOVERNMENTAL BODY acknowledges that the DEPARTMENT is under no obligation to approve, and the DEPARTMENT may, if it approves, subject that approval to additional terms and conditions as the DEPARTMENT may require;
3. The GOVERNMENTAL BODY acknowledges that any equipment purchased under this Agreement must remain the property of the DEPARTMENT;
4. The GOVERNMENTAL BODY must use the equipment for the authorized purpose under Part 5 (Scope of Service/Responsibilities) and Part 6 (Compensation) during the period of performance or the equipment's entire useful life;
5. The GOVERNMENTAL BODY must not sell, transfer, encumber, or otherwise dispose of any equipment that is acquired under this Agreement without prior DEPARTMENT's written approval;
6. In cases where the GOVERNMENTAL BODY fails to dispose of any equipment properly, as determined by the DEPARTMENT, the GOVERNMENTAL BODY may be required to reimburse the DEPARTMENT for the cost of the equipment; and
7. For purposes of this provision, "equipment" includes any tangible or intangible product, having a useful life of two years or more, an acquisition cost of at least \$100, and used solely in GOVERNMENTAL BODY's performance under this Agreement.

**Exhibit "A"**  
**PART 5**  
**SCOPE OF SERVICE/RESPONSIBILITIES**

A.) The GOVERNMENTAL BODY agrees to operate and maintain specific portions of the State Highway system that are currently under the DEPARTMENT'S jurisdiction, specifically the portions of that system located within the GOVERNMENTAL BODY's boundary as shown in Attachment A.

This maintenance location listing may be modified as appropriate and mutually agreed to by both parties. Such modification shall be in writing and must be approved by the Regional Engineer or his or her designee on behalf of IDOT and by the PUBLIC WORKS DIRECTOR on behalf of the Governmental Body. It is understood these modifications may result in a modification to the total payments under this agreement. The parties hereby agree that a formal amendment to the agreement is not necessary to modify the locations nor is a formal amendment necessary to modify a change in cost associated with the change in locations, provided the change in amount of total payments is less than 10%.

B.) Maintenance Requirements. The GOVERNMENTAL BODY hereby agrees to maintain the roadway in a serviceable condition at all times. The GOVERNMENTAL BODY's maintenance responsibilities include, but are not limited to the following:

- routine surface and pothole repairs
- temporary full depth patching;
- removing expansion bumps on bituminous surfaces;
- sealing cracks and joints;
- controlling snow and ice;
- cleaning;
- sweeping;
- picking up and disposal of litter;
- mowing, maintenance up to and including removal and/or trimming of trees, shrubs, landscape beds and turf or other landscaping that is located within, obstructs or overhangs the right of way (including weeding, replenishing mulch, mowing, etc.);
- Inspection and maintenance of pavement markings limited to stop bars, symbols, special pavement treatments and crosswalks. Replace as necessary to ensure proper road user guidance. All markings should be in accordance with the latest edition of the Manual on Uniform Traffic Control Devices.
- all other routine operational services to maintain the roadway in a serviceable condition.

Note: Median maintenance, when applicable, includes the following:

- sweeping;
- picking up and disposal of litter;
- mowing, and maintenance up to and including removal and/or trimming of trees, shrubs, landscape beds and turf or other landscaping that is located within, obstructs or overhangs the right of way (including weeding, replenishing mulch, mowing, etc.); and
- repairing surface.

C.) Responsibilities. The GOVERNMENTAL BODY agrees to the following:

- must obtain written approval from the DEPARTMENT before cutting or opening the curb or the pavement of any highway, which is covered in this AGREEMENT;
- must undertake all measures, including notifying the DEPARTMENT of the need for legal action, to require utility owners or permit holders to adjust, maintain, repair, and restore all pavement cuts, curb openings, utility frames, municipal frames, grates, and covers that are disturbed by settlement, construction, or repair;
- must notify the DEPARTMENT of the need to inform utility owners or permit holders to pay all costs of adjustment, maintenance, repair and restoration;
- must ensure that the work adheres to all applicable laws, rules and regulations, as well as the DEPARTMENT's standards (the most recent edition of Standard Specifications for Road and Bridge Construction, and subsequent updates); and

## **Exhibit "A"**

- Must obtain written approval from the Department before adding any new or supplemental pavement marking along the state highway.
- must request and obtain written approval from the DEPARTMENT's Regional Engineer or his designee before doing any extra work not specifically identified in this AGREEMENT.

# Exhibit "A"

## PART 6

### COMPENSATION FOR SERVICES

#### Funding

State Funds (Appropriation Code: 011-49405-4472-0200)	(Estimate)	\$1,450,000.00	100%
	Subtotal	\$1,450,000.00	100%
Local Match Provided Through the GOVERNMENTAL BODY		\$0.00	
	GRAND TOTAL	\$1,450,000.00	

#### Funding Breakdown

##### Terms and Conditions:

- 1.) GOVERNMENTAL BODY agrees that total payment for each fiscal year from \_2026 through 2035\_ must not exceed the previous year's total payment plus cost adjustment. [Cost adjustment means the previous year's total payment x % change of the Construction Cost Index, which is published in the Engineering News Record (January edition for each year)]. Payment for the cost of approved extra work will be added to the total funding as provided in Part 5, last paragraph;
- 2.) The DEPARTMENT will calculate the compensation for services according to the DEPARTMENT'S Bureau of Operations Maintenance Policy Manual, Section 11-800.2.4 Rate of Compensation; and Section 11-800.2.5 Empirical Formula - Municipal Maintenance of State Highways, and send an annual letter to the GOVERNMENTAL BODY notifying it of the new annual Lump Sum approved amount according to the attached Computation Sheet - Municipal Maintenance (Attachment A) under the conditions stated in Section B above;
- 3.) The GOVERNMENTAL BODY must submit an invoice voucher every 3 months (quarterly), based on the approved annual Lump Sum amount; and
- 4.) The DEPARTMENT will pay the GOVERNMENTAL BODY's quarterly invoice vouchers on or about September 30, December 31, March 31, and June 30 of each fiscal year, subject to the DEPARTMENT's inspection for satisfactory operation and maintenance of covered streets.

#### Budget

--

# **Exhibit "A"**

## **PART 7**

### **CERTIFICATION REGARDING LOBBYING**

(49 CFR PART 20)

☒ **[NOT APPLICABLE TO THIS AGREEMENT]**

**Exhibit "A"**  
**PART 8**  
**AGREEMENT AWARD NOTIFICATION**

**REQUIRED FOR ALL PROJECTS**

Does this project receive Federal funds? ☐ Yes ☒ No

Amount of Federal funds

Name of Project

\$0.00

State Routes Maintenance Agreement

Federal Project Number

N/A

Assistance Listing Number\*, Federal Agency, Program Title

N/A

\*For Assistance Listing Number, refer to original Federal Award/Grant Agreement.

**REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK**



# Exhibit "A"

## ANNUAL CERTIFICATION FOR SINGLE AUDIT COMPLIANCE

### NOTICE

- The certification applies ONLY to governmental agencies, local units of government and non-profit agencies expending federal funds for this project. It does not apply to for-profit public or private entities.
- If 2 CFR Part 200, Subpart F, Section 200.501, Audit Requirements applies to your organization, submit the certification or a copy of your single audit to the DEPARTMENT at the end of your fiscal year for any fiscal year in which you expended any federal funds related to this contract.

**NOTE: ANNUAL COMPLIANCE WITH THIS REQUIREMENT IS MANDATORY FOR EVERY YEAR IN WHICH FEDERAL FUNDS ARE EXPENDED FOR THIS PROJECT BY ANY STATES, LOCAL GOVERNMENTS OR NONPROFIT ORGANIZATIONS. FAILURE TO COMPLY WITH THE ANNUAL CERTIFICATION TO THE DEPARTMENT WILL RESULT IN SUSPENSION OF PAYMENTS TO REIMBURSE PROJECT COSTS.**

In accordance with 2 CFR Part 200, Subpart F, Section 200.501, Audit Requirements, non-federal entities that expended at least the threshold amount as set out in 2 CFR 200.501(a) in federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The DEPARTMENT is required by federal law to obtain and review the single audit of all entities that had any federally participating funds pass through it, irrespective of the amount provided by the DEPARTMENT. It is the responsibility of the agencies expending Federal funds to comply with the requirements and determine whether they are required to have a single audit performed.

In order to comply with the requirements, your agency must provide the following information to the DEPARTMENT on an annual basis for every year in which you expended funds for costs associated with this project:

1. If your agency expended at least the threshold amount as set out in 2 CFR 200.501(a) or more in Federal awards from all sources, including other agencies, in a year, you are required to have a single audit performed, and submit a copy of the report to the DEPARTMENT within the earlier of 30 days after completion of the single audit or no more than nine months after the end of your fiscal year end.
2. If your agency expended less than the threshold amount as set out in 2 CFR 200.501(a) in Federal awards from all sources, including other agencies, in any fiscal year for which you expended funds for project costs, and were not required to conduct a single audit, **you must complete and return the certification statement.**
3. If your agency receives multiple awards from the DEPARTMENT, only one annual submittal of this information is required.

Please submit a copy of your single audit or the Single Audit Not Required Certification to:

Illinois Department of Transportation  
Financial Review & Investigation Section, Rm. 126  
2300 South Dirksen Parkway  
Springfield, IL 62764  
[DOT.AuditReview@illinois.gov](mailto:DOT.AuditReview@illinois.gov)

The single audit must be comprised of four parts. You have the option of including the four parts in one report or a combination of reports. The four parts are commonly known as:

1. Comprehensive Annual Financial Report (Financial Statements).
2. Schedule of Expenditures of Federal Awards and Independent Auditor's Report thereon.
3. Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and other matters based on an Audit of Financial Statements performed in accordance with Government Auditing Standards.
4. Independent Auditor's Report on Compliance with Requirements Applicable to each Major Program and on Internal Control over Compliance in accordance with 2 CFR Part 200.

Additional information which should be submitted:

1. Corrective Action Plan(s), if applicable,
2. Management Letter, if applicable, and
3. Status of Prior Year Findings, if applicable.

For your convenience, you may also submit the information via email to [DOT.AuditReview@illinois.gov](mailto:DOT.AuditReview@illinois.gov) or via fax at 217/782-5634. If you have any questions, please contact the Audit Coordination Section at 217/782-6041.

# Exhibit "A"

## NOTICE

### **Do not submit this certification to the DEPARTMENT with your signed contract.**

- The certification applies ONLY to governmental agencies, local units of government and non-profit agencies expending Federal funds for this project. It does not apply to for-profit public or private entities.
- If 2 CFR Part 200, Subpart F, Section 200.501, Audit Requirements applies to your organization, submit the certification or a copy of your single audit to the DEPARTMENT at the end of your fiscal year for any fiscal year in which you expended any Federal funds related to this contract.

## Single Audit Not Required Certification

I certify that \_\_\_\_\_ expended less than the threshold amount as set out in 2 CFR 200.501(a) or more in Federal awards from all sources in Federal awards in our fiscal year \_\_\_\_\_, and was not required to have a single audit conducted.

Signature

Date

Title

## Subrecipient Contact Information

Subrecipient

Contact Person

Title

Address

City

State

Zip Code

Phone

Fiscal Year End

E-mail

## Legislative Summary

### **Resolution 25-47**

#### **AUTHORIZING A CONTRACT WITH GOODMARK NURSERIES OF WONDER LAKE, ILLINOIS, FOR THE AWARDED ILLINOIS DEPARTMENT OF NATURAL RESOURCES URBAN AND COMMUNITY FORESTRY GRANT – PHASE I TREE PURCHASE**

<b>Introduced:</b>	June 10, 2025
<b>Purpose:</b>	To authorize the Village Administrator to execute a contract with Goodmark Nurseries of Wonder Lake, Illinois, for the Awarded Illinois Department of Natural Resources Urban and Community Forestry Grant – Phase I Tree Purchase.
<b>Background:</b>	<p>On March 10, 2025, the Morton Arboretum notified the Village that it was awarded a \$25,000 matching tree grant by the United States Department of Agriculture (USDA) Forestry Service and the Illinois Department of Natural Resources (IDNR) Urban and Community Forestry for tree plantings. The tree grant agreement stipulates that the Village pays all advanced costs for tree purchases and shall receive reimbursement from The Morton Arboretum at the end of the grant period on July 1, 2026. An estimated four hundred and fifty (450) trees are to be planted by July 1, 2026.</p> <p>The Department of Public Works advertised on the Village website on April 23, 2025, inviting bids for the USDA Forestry Service and IDNR Urban and Community Forestry Tree Grant – Phase I tree purchase. Bids were received, publicly opened, and read aloud at the Public Works Facility at 10 a.m. on May 7, 2025, with the bid results shown in Exhibit “D.” Three (3) bids were received, and Goodmark Nurseries of Wonder Lake, IL. was the lowest bidder, at \$14,550.00. This contract is a unit price contract, and the contract’s final price will be based on the number of trees ordered and determined by the Village to be in the best interest of the Village.</p>
<b>Departs Affected</b>	Department of Public Works
<b>Fiscal Impact:</b>	\$14,550.00
<b>Source of Funds:</b>	A budget amendment will be made in the future to allocate these funds to support the grant.
<b>Workload Impact:</b>	The Public Works Department will manage and implement the purchase as part of its normal work activities.
<b>Administrator Recommendation</b>	Approval as presented
<b>Second Reading:</b>	Not Required
<b>Special Requirements:</b>	None

Submitted by: Charles L. Meyer, Village Administrator  
Reviewed by: Hanna Sullivan, Director of Finance  
Reviewed by: Teresa Hoffman Liston, Corporation Counsel  
Reviewed by: Michael Lukich, Director of Public Works

## **RESOLUTION 25-47**

### **AUTHORIZING A CONTRACT WITH GOODMARK NURSERIES OF WONDER LAKE, ILLINOIS, AS PART OF THE AWARDED ILLINOIS DEPARTMENT OF NATURAL RESOURCES URBAN AND COMMUNITY FORESTRY GRANT – PHASE I TREE PURCHASE**

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, on March 10, 2025, the Morton Arboretum notified the Village that it was awarded a \$25,000 matching tree grant by the United States Department of Agriculture (USDA) Forestry Service and Illinois Department of Natural Resources (IDNR) Urban and Community Forestry for tree plantings. Refer to Exhibit “A”; and

WHEREAS, the USDA Forestry Service and IDNR Urban and Community Forestry Tree Grant was formally accepted and authorized on April 17, 2025. Refer to Exhibit “B”; and

WHEREAS, the tree grant agreement stipulates that the Village pays all advanced costs for tree purchases and shall receive reimbursement from The Morton Arboretum at the end of the grant period on July 1, 2026; and

WHEREAS, an estimated four hundred and fifty (450) trees are to be planted by July 1, 2026; and

WHEREAS, the Village shall bid and purchase the trees from a nursery, and the Department of Public Works – Forestry Section shall plant the trees; and

WHEREAS, based on the number of trees to be planted, available Public Works manpower and resources, the USDA Forestry Service and IDNR Urban and Community Forestry Tree Grant shall be executed in two (2) phases; and

WHEREAS, the Department of Public Works advertised on the Village website on April 23, 2025, inviting bids for the USDA Forestry Service and IDNR Urban and Community Forestry Tree Grant – Phase I tree purchase; Refer to Exhibit “C”, and

WHEREAS, the bidding procedures for this program comply with the purchasing requirements of the Municipal Code, Title 1, Chapter 9, Article A; and

WHEREAS, bids were received, publicly opened, and read aloud at the Public Works Facility at 10 a.m. on May 7, 2025, with the bid results shown in Exhibit “D”; and

WHEREAS, three (3) bids were received, and Goodmark Nurseries of Wonder Lake, IL was the lowest bidder, at \$14,550.00.

WHEREAS, this contract is a unit price contract and the contract’s final price will be based on the number of trees ordered and determined by the Village to be in the best interest of the Village; and

WHEREAS funding for the USDA Forestry Service and IDNR Urban and Community Forestry Tree Grant is available, and a budget amendment will be made in the future to allocate these funds to support the grant; and

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

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

SECTION 2: The corporate authorities accept the quote for Goodmark Nurseries of Wonder Lake, Illinois, in the amount of \$14,550.00.

SECTION 3: The Village Administrator is hereby authorized to execute a contract with Goodmark Nurseries for the USDA Forestry Service and IDNR Urban and Community Forestry Tree Grant for the amount of \$14,550.00.

SECTION 5: The Village Administrator and Director of Public Works or their designees are authorized to take all steps necessary to implement the contract with Goodmark Nurseries.

SECTION 6: This Resolution shall be in full force and effect upon its passage and approval.

Passed this 10<sup>th</sup> day of June 2025

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

Approved by me this 10<sup>th</sup> day of June 2025

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

Attested and Filed in my office this  
11<sup>th</sup> day of June 2025

---

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

## EXHIBIT "B"

## THE MORTON ARBORETUM

## Subaward Agreement

*This is an award of financial assistance. Prime and subrecipients to this award are subject to the OMB guidance in subparts A through F of 2CFR Part 200 as adopted and supplemented by the USDA in 2CFR Part 400. Subrecipient must follow the requirements and regulations contained in any/all attachments.*

<b>Federal Award Identification Number (FAIN):</b>	24-FY24-01UCF/24-DG-11094200-262		
<b>Assistance Listing Number and Description:</b>	10.675 - Urban & Community Forestry Program		
<b>Awarding Agency:</b>	Illinois Department of Natural Resources pass through from USDA Forest Service Eastern Region, State, Private, and Tribal Forestry		
<b>Project Title and Description:</b>	IDNR/Morton Arboretum Urban and Community Forestry Core Program		
<b>Prime Recipient</b>		<b>Subrecipient</b>	
<b>Pass Through Entity Name:</b>	The Morton Arboretum	<b>Subrecipient Name:</b>	VILLAGE OF MORTON GROVE
<b>Project Manager:</b>	Colette Copic	<b>Subrecipient UEI:</b>	HP2KWJX3NG41
<b>Project Manager Email:</b>	ccopic@mortonarb.org	<b>CAGE Code:</b>	5HLT3
<b>Prime Award Date:</b>	07/01/24	<b>Subaward #:</b>	FA0917-21
<b>Period of Performance:</b>	07/01/24-09/30/27	<b>Subaward Date:</b>	02/10/25
<b>Prime Award Amount:</b>	\$780,000	<b>Budget Period Start Date:</b>	02/10/25
<b>Prime Award Cost Share (if applicable):</b>	\$780,000	<b>Budget Period End Date:</b>	08/01/26
<b>Indirect Cost Rate (if applicable):</b>	34.76% Match	<b>Period of Performance Start Date:</b>	02/10/25
<b>Agency Contact:</b>	Michael Brunk	<b>Period of Performance End Date:</b>	08/01/26
<b>Agency Contact Email:</b>	Michael.Brunk@illinois.gov	<b>Amount Funded this action:</b>	\$25,000
<b>Agency Contact Phone:</b>	217-361-9033	<b>Total Federal funds committed to Subrecipient by the PTE:</b>	\$25,000
<b>Is the award Research &amp; Dev?</b>	No	<b>Cost Share Amount:</b>	\$54,900 Match
		<b>Indirect Cost Rate (if applicable):</b>	0.00%
		<b>Subrecipient Contact:</b>	Charles Meyer
		<b>Subrecipient Email:</b>	cmeyer@mortongroveil.gov
		<b>Subrecipient Phone:</b>	(847) 965-4100
<b>Attachments:</b>	Attachment A – Grant Assurances and Requirements		
	Attachment B – Federal Requirements and Prime Agreement		
	Attachment C – Whistleblower Notice		
	Attachment D – Reimbursement Guidance		

Subrecipient expending \$1,000,000 or more in Federal awards during the subrecipient's fiscal year as provided in OMB Circular 2CFR 200 are required to meet the audit requirements and forward a copy to the Morton Arboretum. FFATA worksheet attached must be provided in advance with the Subaward Commitment Form.

Subrecipient's entity must be registered in the SAM government database and be eligible to receive federal funds without exclusion for the term of the award.

Subrecipient is required to meet all federal requirements as specified for subawardees as indicated in the prime award agreement attached and any agency specific terms and conditions as specified by the awarding agency for subrecipients.

Financial reporting and supporting documentation pertinent to this subaward shall be retained by the subrecipient for a minimum of three years after the final expenditure report.

Subrecipient shall permit pass-through entity and independent auditors to have access to the records and financial statements as necessary to comply with this subaward.

Acceptance of this subaward constitutes certification that the subrecipient is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this project by any federal department or agency.

### **Terms and Conditions**

1. Subrecipient shall submit invoices as specified in the Scope of Work. Upon the receipt of proper invoices, the Arboretum agrees to process payments in accordance with this Subaward and 2 CFR 200.305. All invoices may be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), breakdown by major cost category, Subaward number, and certification below, as required in 2 CFR 200.415(a).

*By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.*

2. A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted no later than 15 days following the end of the subaward term.

3. Any change in terms, conditions or requirements of the subaward requires the written approval of each party's Authorized Official as shown below.

4. Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.

5. The Morton Arboretum may, by written notice, terminate this Subaward for convenience and without cause, in whole or in part, at any time, with at least seven (7) calendar days written notice, except that, to the extent that the Morton Arboretum's termination is as a result of the termination, suspension, or cessation of federal funding associated with this scope of work, the Morton Arboretum can direct the Subrecipient to stop work immediately without notice. Any such notice will contain the effective date of termination, the extent of the termination, and any special instructions. In the event of a partial termination, the Subrecipient is not excused from performance of the balance of work under the Subaward that has not been terminated.

In the event of termination for convenience by the Morton Arboretum, the Subrecipient shall be reimbursed for actual, substantiated, reasonable, allowable, and allocable costs for work performed up to the date of termination. Any termination settlement proposal shall be submitted to the Morton Arboretum promptly, but in any event no later than thirty (30) business days from the effective date of the termination, unless the Morton Arboretum requires an earlier time that is reasonable for the Morton Arboretum to meet a requirement for the submission of the costs described in any such proposal to the relevant funding authority. In no event shall the amount of any settlement be in excess of the Subaward value. The Morton Arboretum may take immediate possession of all items, complete or incomplete, and all items resulting from services upon written notice of termination to the Subrecipient.



6. The Morton Arboretum may require the Subrecipient, in writing, to suspend, delay, or interrupt all or any part of the work of this Subaward for the period of time that the Morton Arboretum determines appropriate for its sole convenience. Should this period of suspension extend beyond one-year, or a shorter period determined to be an unreasonable delay by a court of competent jurisdiction, this suspension of work shall be converted to a termination for convenience pursuant to Section 5.

7. By signing this Subaward, including the attachments, Subrecipient certifies that it will perform the Scope of Work in accordance with the terms and conditions of this Subaward and the applicable terms of the Federal Award, terms of the Federal Award, including the appropriate terms of the Federal Awarding Agency, as referenced in Attachment A, Attachment B, Attachment C, and Attachment D. The parties further agree that they intend this subaward to comply with all applicable laws, regulations, and requirements.

### Award Approval/Obligation/Acceptance Form

The Morton Arboretum Murphy Westwood Date Apr 17 2025

**Approved For:**

VILLAGE OF MORTON GROVE

The information, certifications and representations above have been read, signed and made by an authorized official of the above named subrecipient. The appropriate programmatic and administrative personnel involved in this agreement are aware of the agency and federal policies applicable to subawards and have established procedures consistent with those policies. Any costs incurred before the period of the award and acceptance are at the subrecipient's risk.

**Acceptance:**

Signature of authorized representative Charles Date 4/16/25

Name of authorized representative Charles Mayer

Title Village Administrator



THE  
CHAMPION  
of TREES

Project Number FA0917-21

4100 Illinois Route 53 • Lisle, IL 60532  
630-968-0074 • mortonarb.org

## 2024 – 2026 Urban and Community Forestry Grant | 24-FY24-01UCF Project Number: FA0917-21

### Grant Recipient Assurances and Requirements

#### Cooperating Agencies

Grant Program Administrator	The Morton Arboretum (TMA)
Funder	<ul style="list-style-type: none"><li>Illinois Department of Natural Resources (IDNR)</li><li>USDA Forest Service Eastern Region, State, Private, and Tribal Forestry</li></ul>
Recipient Community (Municipality, Park District, Local Government)	VILLAGE OF MORTON GROVE
Community Contact	Charles Meyer
Contact Email & Phone	cmeyer@mortongroveil.gov   (847) 965-4100
Project Deliverables	450 trees planted
Grant Award	\$25,000
Match Funding	\$54,900

#### Non-Liability

The Morton Arboretum, IDNR, and USDA Forest Service do not assume liability for any third party claims for damages arising out of this instrument. Recipients are solely responsible for the quality, safety, and legality of the work undertaken.

By accepting this grant, the Recipient acknowledges and agrees to maintain appropriate insurance coverage for all activities related to the grant-funded project. This insurance should cover any potential liabilities, damages, or injuries arising from the work performed. The Recipient further agrees to comply with all applicable laws, regulations, policies, and standards related to the project.

The Grantor shall not be held responsible for any loss, damage, injury, or legal consequences

resulting from the Recipient's activities. The Recipient is responsible for conducting the project in a manner that is consistent with industry best practices and legal requirements.

This disclaimer is a fundamental part of the grant agreement, and Recipients are advised to seek legal counsel to ensure their understanding and compliance with all relevant obligations.

### **Budget Revisions**

Budget revisions are not allowed unless approval is provided by The Morton Arboretum in advance. Revisions will require written notice and will require a minimum 14 days prior notice for a written response from The Morton Arboretum. Invoices for unapproved budget changes will not be paid.

### **Prior Approval**

Prior approval is required for any change to the scope of objectives of the approved projects, key personnel, or transfer of substantive programmatic work to another party. A written request must be submitted and will require a minimum of 14 days prior notice for a written response from The Morton Arboretum.

Until written approval is granted for a modification, the terms and conditions of the original award remain in effect. Prior approval requests should include:

- Change in the scope or the objective of the project or program (even if there is no associated budget revision);
- Change in a key person specified in the application or award document;
- Changing local match from the approved of work plan;
- Extension period of availability of funds;

### **Use of Funds**

1. Development or enhancement of a tree preservation ordinance without an additional project component; **(REQUIRED)** and/or,
2. An urban forest management plan that is based on a digital and current tree inventory;
3. An inventory of public trees in the community with an accompanying urban forest management plan that addresses some portion of the results;
4. Diverse tree planting on public property;
5. Improving urban forest health through invasive species removal in managed or natural areas.

Grant recipients shall pay their costs and receive reimbursement from The Morton Arboretum at the end of the grant period. No part of the grant can be used to pay for land or equipment. Tree removal costs are ineligible for grant support; however, some removal expenses may be used to meet the match requirements (see **Eligible Local Matching Costs** Section for more information).

### **Notification**

The Recipient shall immediately notify The Morton Arboretum of developments that have a

significant impact on the activities supported under this grant. Also, notification shall be given in case of problems, delays or adverse conditions that materially impair the ability to meet the objectives of the agreement. This notification shall include a written statement of the action taken or contemplated, and any assistance needed to resolve the situation.

#### **Award and Execution of Agreement**

The agreement must be signed by someone who has the authority to represent the entity receiving the grant. **This signed document must be returned to The Morton Arboretum for final execution by March 25, 2025.** Please return an electronic copy to CRTI via The Morton Arboretum Submittable portal.

The fully executed agreement will be returned to the Awardee and will serve as official notification for the community to begin their project. Any costs, matching or otherwise, incurred prior to the date of the executed agreement will be ineligible for reimbursement.

#### **Matching Costs**

Recipients must document and provide proof of local match with the minimum required ratio of 1:1. Proof of match includes copies of invoices, proof of payment, time cards, staff time spent, etc. Recipients that commit to match spending above the 1:1 requirement (Overmatch) are required to complete the agreed upon amount of overmatch in this document. Completion of committed overmatch spending is required to be eligible for grant reimbursement. The amount of overmatch that the recipient committed to shall be the amount as indicated on their application.

#### **Eligible Local Matching Costs**

Only non-federal money may be used as match. Eligible match is as follows:

1. Direct cash match for contracted services related to a tree inventory, management planning, tree planting, or invasive woody species removal.
2. Volunteer labor hours which must be counted at or below industry standard rate for the work being completed.
3. Tree pruning, planting, care, maintenance, or removal directly related to activities undertaken with grant funding including:
  - a. Materials or supplies, e.g. trees or mulch.
  - b. Tree maintenance, pruning, site preparation, and modifications, including tree removal and stump grinding in preparation for tree planting projects.\*
  - c. Labor and material costs for tree maintenance based on a new inventory/management plan up to July 1, 2026.\*

**\*Unless associated with site preparation for planting funded by this grant, the maintenance, management, or removal of trees may only be used as a match if identified as a need in a new or updated inventory and/or management plan. Work may only count as match if completed after said inventory and/or management plan has been completed. Any trees to be removed for match must present significant harm/hazard to the community and documentation for**

**such must be provided. For non-planting projects, tree maintenance or removals must be identified as an action to address the management plan's priorities.**

4. Directly related administrative costs, including time spent by staff, officials, volunteers, and others who develop or approve bid documents, contracts, supervise contractors, conduct site visits, determine planting locations, provide legal review of the tree protection ordinance, and/or other related tasks.
5. Additional inventory features including software subscriptions that are beyond the scope of the grant.
6. Communities wanting to become a Tree City USA community for the first time may include a request, with your grant proposal, for guidance to complete a 2024 or 2025 Tree City USA application and use the staff time spent on completing a 2024 or 2025 Tree City USA application as part of the community match.

Supporting documentation for the Recipient's match must be included with the completed reimbursement forms. Approved forms of documentation include: receipts, paid invoices, daily activity reports, volunteer sign-in sheets, or other paperwork documenting work completed.

#### **Termination for Convenience**

The Morton Arboretum may, by written notice, terminate this Subaward for convenience and without cause, in whole or in part, at any time, with at least seven (7) calendar days written notice, except that, to the extent that the Morton Arboretum's termination is as a result of the termination, suspension, or cessation of federal funding associated with this scope of work, the Morton Arboretum can direct the Recipient to stop work immediately without notice. Any such notice will contain the effective date of termination, the extent of the termination, and any special instructions. In the event of a partial termination, the Recipient is not excused from performance of the balance of work under the Subaward that has not been terminated.

In the event of termination for convenience by the Morton Arboretum, the Recipient shall be reimbursed for actual, substantiated, reasonable, allowable, and allocable costs for work performed up to the date of termination. Any termination settlement proposal shall be submitted to the Morton Arboretum promptly, but in any event no later than thirty (30) business days from the effective date of the termination, unless the Morton Arboretum requires an earlier time that is reasonable for the Morton Arboretum to meet a requirement for the submission of the costs described in any such proposal to the relevant funding authority. In no event shall the amount of any settlement be in excess of the Subaward value. The Morton Arboretum may take immediate possession of all items, complete or incomplete, and all items resulting from services upon written notice of termination to the Recipient.

#### **Suspension of Work.**

The Morton Arboretum may require the Recipient, in writing, to suspend, delay, or interrupt all or any part of the work of this Subaward for the period of time that the Morton Arboretum determines appropriate for its sole convenience. Should this period of suspension extend beyond one-year, or a shorter period determined to be an unreasonable delay by a court of competent jurisdiction, this suspension of work shall be converted to a termination for convenience pursuant to the Termination for

Convenience Section.

#### **Required Progress and Agreement Termination**

In the event that the Recipient fails to achieve significant progress within a period of twelve (12) months from the date of the award, the grantor reserves the right to terminate the grant agreement and reallocate the allocated funding to alternative projects or initiatives deemed appropriate by the grantor.

The grantor shall provide written notice to the Recipient specifying the reasons for termination, and the Recipient shall have a reasonable opportunity to respond and address the concerns outlined by the grantor. Upon termination, the Recipient shall promptly deliver all project-related materials, data, and documentation to the grantor as specified in the grant agreement. Reimbursement may be made available for expenses incurred before the time of termination at the discretion of The Morton Arboretum and Illinois Department of Natural Resources.

#### **Reporting Requirements**

Recipients are required to submit progress reports to The Morton Arboretum until the work plan is completed. Recipients will receive an email notification accompanied by the progress report form two weeks prior to when the progress report is due. The Recipients are responsible for ensuring the proper email address on file is active and regularly checked. Report forms are due:

- June 15, 2025
- September 15, 2025
- January 15, 2026
- March 15, 2026
- June 15, 2026

A final report is due at project completion (August 1, 2026) and a template will be provided.

The final report will include a budget form and match documentation worksheets. Work for this Grant **must be completed by July 1, 2026.**

**A locally approved Tree Protection/Preservation Ordinance (or policy for entities such as park districts or forest preserve districts) is required before grant funds are disbursed. No grant expenses will be reimbursed until a Tree Protection/Preservation Ordinance is on file.** The Morton Arboretum provides ordinance revision assistance to communities free of charge.

## **Tree Protection/Preservation Ordinance Requirements:**

Prior to reimbursement of funding, a tree protection/preservation ordinance shall be approved by a municipality's, county's, or township's governing body (e.g., city council) that shall meet all the requirements in the chart below. Awarded park districts and forest preserve districts shall submit board-approved policies that stipulate natural resource protection with specific urban and community forest management guidance similar to these criteria.

1.	Purpose	Statement of purpose for the tree protection/preservation ordinance.
2.	Statement of Value	Clear statement of the value and service of the urban forest. The Statement of Value must name trees in your community as “infrastructure.”
3.	Definitions	Clear definitions of terms related to trees within your code.
4.	Applicability/Scope of Ordinance	<p>Clear scope† of protection, preservation, management, removals, care and pruning, selection, and planting requirements.</p> <p>†A “clear scope” requires that the ordinance:</p> <ul style="list-style-type: none"> <li>(a) Applies without any temporal limitation (i.e., the ordinance is in effect 24 hours per day, 7 days per week, 365 days per year, and application of the ordinance does not require a triggering event such as a building permit application); and</li> <li>(b) Explicitly applies to public property trees owned by the community.</li> </ul>
5.	Authority/ Enforcement	Identified <b>individual and/or specific department</b> responsible for making decisions about trees and enforcement of the ordinance. Includes skill requirements or certifications for individuals/organizations managing trees for the community.
6.	Tree Planting and Maintenance Standards	<p>Clear specifications standards referencing the most current American National Safety Institute, International Society of Arboriculture, National Association of Nurserymen, and/or other nationally recognized organizations, or a reference to such in an accepted urban forest management plan for the following:</p> <ul style="list-style-type: none"> <li>A. Tree production (nursery source production standards);</li> <li>B. Tree planting;</li> <li>C. Tree care;</li> <li>D. Tree pruning;</li> <li>E. Species restrictions, e.g. under utilities, use of invasive species, etc.</li> </ul>
7.	Species Restrictions	Specifications for planting under or near utilities and prohibition of use of invasive species.
8.	Requirements for Contracted Tree Maintenance	Requirements for contracted tree maintenance including skill and insurance requirements.

9.	Establishment of a Tree Board <i>(Optional; Mandatory only if selected as a voluntary bonus in the application; see page 18-19)</i>	Formation and qualifications, responsibilities, and terms for a tree board or other advisory group responsible for trees.
10.	Permits	Tree permit requirements and clear penalties and enforcement mechanisms (See Requirement 14: Penalties).
11.	Protection of Trees During Construction	Tree protection of public trees from construction impacts, and associated fees and penalties (See Requirement 14: Penalties).
12.	Relocation or Replacement	Relocation and/or replacement requirements, fees, and penalties for trees removed, damaged or killed.
13.	Appeals	Procedure to follow for appealing a citation, and civil remedies.
14.	Penalties	Clear penalties for failure to comply with the provisions of the ordinance.
15.	Species Lists	Restricted/Prohibited/Undesirable species lists and Desirable/Approved species lists, or a reference to such lists in tree management plan.
16.	Exceptions	Variance, such as decisions that may change due to heavy storms or safety hazards.
17.	Severability	Statement of severability (this may exist in a related Code).

It is recommended but not required that the tree protection/preservation ordinance include:	
1.	Tree risk assessment protocol and frequency
2.	Education, outreach, and/or assistance to private property owners on tree planting, management and assessment.
3.	Incentives or regulations for trees located on private property.



## Urban Forest Management Plan Requirements

Completion of a new or updated management plan is allowed as a project for this grant. It may accompany a tree inventory or be a proposal on its own – as long as it is based on an inventory that was updated **no more than four years ago**. A management plan's scope may cover the entire community, or appropriate subsections of a community, such as an Ash Tree Preservation/Replacement plan, risk abatement plan, cyclical pruning plan, community tree planting plan, etc. Urban Forest Management Plans are further described in **Appendix A** of this document.

Qualified staff and/or a contractor shall complete a management plan that is based on an up-to-date inventory and shall include the following services.

**Eligibility: Only applicants whose existing management plans are older than 5 years old and/or not based on an inventory are eligible to receive funding for a management plan.**

### Management Plan Deliverables

This plan shall be developed to outline the future standards, specifications, and goals for management of the community's trees and forests over the next 5 to 7 years. This plan shall include prioritized action items for a 5 to 7 year period to ensure the Applicant can effectively and efficiently manage their trees. This plan shall be delivered in a document format that can be easily edited and updated, e.g. Microsoft Word or another similar program.

Plan components may include some of the following, as needed and appropriate, for each community. At least **one component from item (A) is REQUIRED**.

#### **A. Recommended and prioritized urban forest management action items, based on an inventory (at least one component from this list is required)**

- a. A description of the organization's urban forest canopy cover and composition (canopy cover data can be provided to organizations in Will, Lake, Kane, Kendall, Cook, DuPage, and McHenry by the Chicago Region Trees Initiative)
- b. Prioritized planting locations, including replacements and new plantings, a cyclical pruning schedule and map
  - i. Prioritized hazard abatement informed by inventory data
  - ii. A list of preferred species, prohibited species, and species to be planted in limited quantities
  - iii. How the urban forest inventory will be used to inform decisions and how it will be updated.
  - iv. A strategy for improving forest age and species structure.
- c. Short- and long-term urban forest goals 2024 – 2031
  - i. Long-term goals such as:
    - 1. Urban forest management goals and risk mitigation
    - 2. Canopy cover goals

3. Climate change response
- ii. Short-term (e.g., annual goals) such as:
  1. Tree pruning schedules
  2. A plan for replacement and removals
  3. A plan for hazard abatement
  4. Mitigation of pests and diseases
  5. Benchmarks to ensure progress towards long-term goals

Additionally, your plan may contain the following. All of these components are recommended to be contained in your plan:

**B. Specifications for planting, pruning, removals, and protection**

- a. Specifications from ANSI, ISA, and/or other nationally recognized standards for tree care (pruning, planting, etc.)
- b. Establishing a pruning and maintenance cycle so that care is regularly scheduled
- c. Protection and standards for trees in construction zones

**C. Required and recommended certifications, qualifications, and training for staff, contracted labor, and consulting**

- a. Formulating these requirements so as to mitigate and manage risk, including climate impacts

**D. Material equipment, and budget considerations**

- a. Short- and long-term budget projections and needs
- b. A plan for acquisition and replacement of equipment and resources

**E. A program for education and outreach of residents**

- a. Engaging private landowners and managers within the organization's boundaries
- b. Developing a marketing strategy for engaging residents so they are familiar with urban forestry in their community

**Training and Education**

If a Contractor is used, before the project starts, the Contractor shall meet with the community to outline project goals and plans specific to the community.

The Contractor shall provide a minimum of 3 hours, as needed, of outreach and education to ensure that the community is able to use the management plan effectively.

**Documentation**

The Community shall provide proof that the management plan was completed and submit a copy of the document to The Morton Arboretum (the Arboretum will provide a copy to IDNR for your community file).

## Tree Inventory Requirements

A tree inventory is a database containing specific, standardized information recorded for individual trees in an identified area of the community. The inventory must inform management decisions and be regularly updated. The inventory may contain information about the immediate area surrounding a tree, as necessary for tree management and planning. Sample size must be statistically appropriate to provide accurate conclusions for management recommendations.

**Eligibility: Only recipients whose inventory has not been updated in the last 3 years are eligible for funding for an inventory. An Urban Forest Management Plan that addresses some part of the inventory results must accompany the inventory. Inventories must cover between 15%-100% of the community's public tree population.**

A contractor and/or qualified staff and/or volunteers may be used to complete a new or expand an existing inventory. Staff, contractors, or volunteers shall have the requisite professional experience to complete the work. Verification of this training and skills is required. All work completed through this grant shall meet the nationally recognized requirements and standards. All data collected must be submitted as one compiled inventory (new and old data) to receive reimbursement. Additional services, beyond the deliverables listed below, are not a reimbursable cost but may be used as match, e.g. software subscription fees that run concurrent with the grant, etc.

### **Tree Inventory Deliverables**

The inventory must include the following data fields for each tree included in the inventory:

- a. GPS Coordinates
- b. Street Address and Relative Location
- c. Land use (e.g., residential, business zone, natural area, park, etc.)
- d. Growing space (e.g., parkway, park, etc.)
- e. Species
- f. DBH
- g. Single or multi-stem designation
- h. Condition rating (such as a 5 point scale or other consistent system)
- i. Risk assessment (such as TRAQ or other consistent system) with a 360 degree walk around.
- j. Defects (roots, wounds, rot, deadwood, etc.)
- k. Maintenance Recommendation
- l. General comments or notes
- m. Plantable spaces (optional)

At a minimum, the inventory shall be delivered as a digital spreadsheet, such as Excel. A Tree Inventory Maintenance Agreement must be signed (see application for details)

### **Training and Education**

If a contractor is used, before the project starts, the contractor shall meet with the community to outline project goals and plans specific to the community. Immediately after the inventory is complete,

the contractor shall provide a minimum of 3 hours of technical assistance to ensure that the community understands how to use the inventory effectively. Following the initial 3 hours, the contractor shall provide an additional minimum of 3 hours of assistance, as needed.

The Applicant shall provide a dated copy of inventory and Urban Forest Management Plan to the IDNR before reimbursement of grant expenditures. The Morton Arboretum requests a copy of the completed inventory to facilitate its development of outreach materials that assist communities in managing their trees. (Please contact Colette Copic at [ccopic@mortonarb.org](mailto:ccopic@mortonarb.org) for more information about how inventory data is used by the Arboretum or to waive The Morton Arboretum's request.)

## Tree Planting Requirements

Tree Planting, on public property within the Applicant's boundaries, may be completed as a project. Trees planted must meet minimum quality metrics, and be planted as described below and in Appendix C. A Tree Planting List and Maintenance Agreement is required for all tree planting projects.

### Requirements

1. Trees planted shall be between 1" and 2.5" caliper measured at 6" above the root flare.
2. Tree planting projects must be planned and executed to promote the long-term survival of the trees.
3. Tree species selected must be a diverse selection appropriate to your community. A statement of diversity explaining how the selected species will improve tree diversity in your community is required as part of the tree planting plan.
4. Shrubs (species that do not grow beyond 10 feet in height) are not eligible for reimbursement.
5. An International Society of Arboriculture certified arborist must approve the accompanying tree planting plan for all trees funded through this proposal or with match. (See below.)
6. The Applicant must attest to properly caring for trees purchased through this program by including a maintenance plan. The plan must identify who and frequency for watering and mulching trees over the **required three years post-planting period**. (A copy of the proposed maintenance plan must accompany the application.)
7. Trees must be planted according to the ANSI, ISA, and/or other nationally recognized planting specifications.
8. All trees purchased through this proposal shall meet the ANSI American Standard for Nursery Stock (ANSI Z60).
9. All trees must have the **burlap, rope, and wire basket removed (or be a low-profile basket) at time of planting**.

10. All trees shall receive a 2 to 3-inch layer of hardwood mulch over the root ball and not touch the bark of the tree.
11. Tree planting shall take place in the spring or fall of the duration of the grant period.
12. Tree species to be planted must be specified in the grant application. Species selected and site conditions must be identified. Grant participants are encouraged to plant native species.
13. Trees must be purchased from nurseries certified by the Illinois Department of Agriculture. All nurseries that supply trees shall have been inspected by the Bureau of Plant and Avian Protection under provisions of the Illinois Insect Pest and Plant Disease Act, Section 16 et. Seq. of Chapter 5, Illinois Revised Statutes. Out of state nurseries may be approved on a case by case basis, pending approval from The Morton Arboretum.
14. A Tree Maintenance Agreement and Partner Commitment Agreement are required and are available within the application portal.
15. **Newly planted trees must be digitally inventoried, or recorded, at planting. Communities may use a Microsoft Excel spreadsheet, their own inventory software of choice, or The Morton Arboretum's free tree inventory tool Canopy Counts. Required data fields include:**
  - a. A photo of each planted tree
  - b. GPS coordinates
  - c. Tree species
  - d. Tree size (DBH)
  - e. Tree condition

**The Arboretum may periodically conduct site visits to ensure the accuracy of this digital inventory.**

## **Invasive Species Removal Requirements**

Invasive species removal, on public property within the Applicant's boundaries, may be completed as a project. Tree replacement is required for all invasive species removal projects. The removal process must meet minimum quality standards as described below. **Tree replacement must meet the tree planting standards described in Appendix C.** A Tree Planting List and Maintenance Agreement is required for all projects.

1. The only woody invasive species eligible for removal with grant funding are:
  - a. Buckthorn (glossy and common buckthorn): *Rhamnus cathartica*, *Grangula alnus*
  - b. Honeysuckle: *Lonicera maackii*, *Lonicera tatarica*, *Lonicera morrow*

- c. Callery pear (Bradford pear): *Pyrus calleryana*, other *Pyrus* varieties
2. Invasive species removed from a managed area (e.g. street trees) that are not dead or high risk to public safety must be replaced at a rate of at least 2:1 (that is, you must plant more stems than you remove). **Replacement trees must be planted in accordance with the tree planting standard on page 20.**
3. Invasive species removed from a natural area does not require 2:1 replacement, but must be coupled with tree planting activities that ensure long-term canopy percentage retention or growth.
4. A plan for proposed maintenance activities, number of trees to be removed, and cost estimates for the work must be submitted with application.
5. Proof of completion for invasive removal, which may include a site inspection, will be required.

**Work may be completed by qualified in-house staff or by a qualified contractor. Proof of qualifications to complete tree work, such as arborist certification, is required upon selecting a contractor.**

## Payment

1. The Applicant is responsible for all expenses and will receive reimbursement at the end of the grant period.
2. The Applicant can expect payment within 30 days after The Morton Arboretum has received and approved the fully completed reimbursement report containing valid invoices and valid proof of payments.
3. The Applicant shall review the reimbursement materials and all reporting requirements to ensure that all materials are ready for reimbursement by the grant deadline – including all payments and proof of payment.
4. Only one reimbursement payment will be made to the Applicant upon completion of all phases of the grant project(s). Once payment is made the grant project is considered complete.

**To receive payment, the administering agency must receive and approve the recipient's (new or existing) Tree Preservation/Protection Ordinance and verify that it meets all requirements listed on pages 5 -7. It is recommended that the Recipient works with The Morton Arboretum to ensure that the ordinance meets the requirements outlined in the Request for Proposals and the Agreement prior to requesting reimbursement.**

### Project Implementation Technical Assurances

The grant Recipient agrees to the following Assurances:

1. Tree planting projects must be planned and executed for long-term survival of trees. Tree species must be selected to match site and cultural conditions.
2. Trees should be selected for compatibility with overhead utilities. For assistance in planting for long-term success and compatibility, see <https://www.comed.com/customer-service/service-request/trees-powerlines/pages/maintenance.aspx> or contact your regional Commonwealth Edison vegetation manager at 1-800-334-7661.
3. When contracting for services related to this project(s), firms must have appropriate Workers Compensation insurance.
4. Anyone removing trees or pruning trees must adhere to the most current ANSI standards (ANSI A300). The standards are available here: <https://treecareindustryassociation.org/business-support/ansi-a300-standards/>
5. Nursery stock must be a minimum of 1" and no greater than 2.5" inches in caliper and must adhere to the ANSI Z60.1-2004 American Standard for Nursery Stock. The standard is available here <http://agri.nv.gov/Brochures/ANLStandard2004.pdf>.
6. Trees must be purchased from nurseries certified by the Illinois Department of Agriculture.
7. Individuals conducting tree inventory work must have previous experience and provide proof of qualifications to The Morton Arboretum. Individuals conducting inventory work must provide successful completion of tree inventory work to Recipients. Using tree care companies or other arboriculture-related organizations is highly recommended.

## **Federal Grant Terms and Conditions**

### **Federal Requirements**

Program funds are available through the U.S. Forest Service State and Private Forestry and disbursed through the US Forest Service Forest and the Illinois Department of Natural Resources. The Recipient shall be responsible for reporting funds received on their annual Schedule of Expenditure of Federal Awards. The Recipient shall also be responsible for compliance with all federal laws and regulations, and specifically those pertaining to federal funding.

### **Recipient Audits**

Subrecipients expending \$1,000,000 or more in Federal awards during the subrecipient's fiscal year as provided in OMB Circular 2CFR 200 are required to meet the audit requirements and forward a copy to The Morton Arboretum. The required audits must be completed within 9 months of the end of the Recipient's audit period and a copy forwarded to The Morton Arboretum along with management's response to audit findings. Within 6 months after receipt of the Recipient's audit report The Morton Arboretum will contact the Recipient to ensure that the Recipient takes timely and appropriate corrective actions on all findings.

Subrecipient's entity must be registered in the SAM government database and be eligible to

receive federal funds without exclusion for the term of the award. For questions regarding the above please contact Carol Walter, The Morton Arboretum Finance Department at [cwalter@mortonarb.org](mailto:cwalter@mortonarb.org) or 630-719-2404.

#### **Debarment and Suspension**

The Recipient shall immediately inform The Morton Arboretum if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should the Recipient or any of their principals receive a transmittal letter or other official federal notice of debarment or suspension, and then they shall notify the Morton Arboretum without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

#### **Legal Authority**

The Recipient shall have the legal authority to enter into this agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the nonfederal share of project costs, when applicable.

#### **Notices**

Any notice given by the U.S. Forest Service or The Morton Arboretum will be sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

- To The Morton Arboretum.
- To Recipient, at the Recipient's address shown in the grant/agreement or such other address designated within the grant/agreement.
- Notices will be effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

**All awardees and subawardees, including Recipient, are subject to the relevant federal requirements in the Prime Award Agreement, attached to this agreement as Attachment B.**



The undersigned agree to comply with the requirements of this grant agreement.

CM

Signature of Authorized Community Representative

4/16/25

Date

Name: Charles Mayel

Title: Village Administrator

Murphy Westwood

Signature of Representative from The Morton Arboretum

Apr 17 2025

Date

Murphy Westwood, Vice President of Science and Conservation

## Appendix A: Urban Forest Management Plan Description

Intent: Developing, using, and periodically updating a management plan demonstrates a community's commitment to the comprehensive management of its community tree and forest resources.

### Definition

- a) A detailed document or set of documents that identify and prioritize action items based on professionally-based, relevant inventories and/or resource assessments, that outline the future management of the community's trees and forests. At a minimum, the plan must address public trees. The plan must be actively used by the community to guide management decisions and/or resource allocation and updated as needed to incorporate new information.
- b) A plan for trees in a portion of the community, as long as it includes a written explanation of why there is a focus on that area (i.e., the importance of that space to the community) and action items regarding the establishment, protection, conservation, and maintenance of public trees.
- c) Management plans for forested tracts may be counted if they meet the above and the forest meets all the following criteria:
  - i. located in or near a town/municipal/community population center, business district, or residential area,
  - ii. primarily managed for the benefit of the residents and to keep the land forested, and iii. owned by the local government (i.e., in public ownership).

### Examples

Examples include but are not limited to items on this list. Anything counted must meet the definition above.

- An Urban Forest Master Plan, based on satellite imagery/GIS or other inventories and assessments, that sets goals for tree canopy cover, recommends areas for reforestation, recommends areas for preservation, promotes community education and outreach efforts, recommends tree maintenance policies for town/city/county properties and provides action items for the management of trees and forests (such as establishment, protection, and maintenance).
- A Public Tree Planting and Maintenance Plan based on an inventory of trees and open spaces in street rights-of-way and parklands. These plans include information such as a prioritized list of tree pruning and removals, a prioritized list of replacements and new tree plantings, a recommended yearly budget, and a recommended list of tree species for replanting.
- A community's comprehensive Land Use Plan that incorporates specific management recommendations for the community's trees and forest resources.

- A Tree Risk Reduction and Replanting Plan based on an inventory of community trees.
- A tree inventory with recommended action items for managing public trees and forests (i.e., establishment, conservation, protection, and maintenance) that is actively being used.
- Other plans, such as those below, as long as they address the required elements in the definition: Urban Canopy Master Plan; Open Space Plan; Long-Term Tree Planting Plan that addresses planting and care; Pest, Storm, or Disaster Preparedness Plan that addresses trees; Town Forest Management Plan; Urban Forest Management Plan for a downtown business district; Community Wildfire Protection Plan; Community Development Plan that has an urban forest management component

## Appendix B: Tree Board / Advisory Group Description

Intent: Many local UCF programs began through the efforts of local community groups, and these groups often serve as a catalyst to encourage active local urban forest resource management for the long term. This performance element aims to ensure that community residents and program stakeholders are informed, educated, and engaged in the development and implementation of a sound community forestry program at the local level.

### Definition

- a) Advisory Groups: Organizations that are formalized or chartered (i.e., organizations established by the local government) to advise (during the reporting year) on the establishment, conservation, protection, and maintenance of urban and community trees and forests.
- b) Advocacy Groups: Non-governmental organizations active in the community that advocate or act for the establishment, conservation, protection, and maintenance of urban and community trees and forests during the year.

### Examples

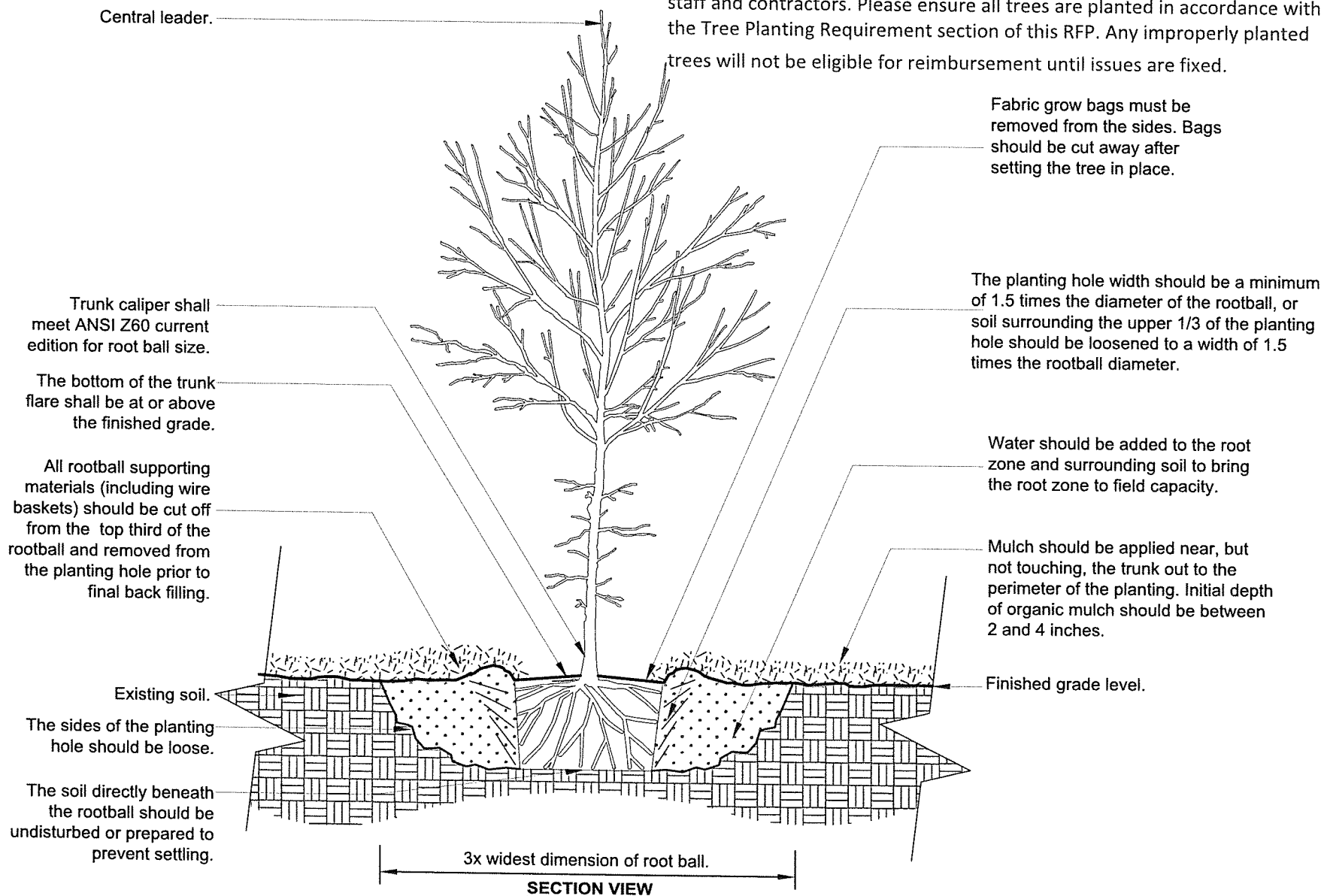
Examples include but are not limited to items on this list. Anything counted must meet the definition above.

- A board of community members appointed by local elected officials to advise policymakers on tree ordinances, policies, and management.
- A volunteer group such as “City ReLeaf” that is active in advocating for tree planting, preservation, and management in communities.
- A local Conservation or Environmental Commission that has an urban forestry sub-group or has urban and community forestry included in the organization’s action plan or charter and organizes at least one tree- or urban forestry-related activity during the year.

- A non-profit organization that advocates for community trees in multiple communities, as long as citizens in each community are engaged in the organization's urban and community forestry advocacy or activities during the reporting year.
- An advocacy group that focuses on a public park, greenway, or neighborhood if the group organized at least one tree- or urban forestry-related activity during the reporting year.

## Appendix C: Example Tree Planting Standard

This example tree planting standard may be used when you are working with staff and contractors. Please ensure all trees are planted in accordance with the Tree Planting Requirement section of this RFP. Any improperly planted trees will not be eligible for reimbursement until issues are fixed.



P-X

**TREE w/ BERM (EXISTING SOIL NOT MODIFIED)**

URBAN TREE FOUNDATION © 2014  
OPEN SOURCE FREE TO USE

## EXHIBIT "A"



THE  
CHAMPION  
of TREES

March 10th, 2025

Charles Meyer  
Village Administrator  
Village of Morton Grove  
6101 Capulina Avenue  
Morton Grove, IL 60053

Re: 2024 - 2026 Urban and Community Forestry Grant - Tree inventories, planting and invasive species removal - FY24-UCF-01

Dear Charles Meyer,

The Morton Arboretum is pleased to announce that the Village of Morton Grove has been approved in the amount of \$25,000.00 for the 2024 – 2026 round of the USDA Forest Service and Illinois Department of Natural Resources Urban and Community Forestry Partner Grant for Tree inventories, planting and invasive species removal.

Please read all the terms and conditions of the contract agreement, including all attachments, carefully. Sign the agreements and return an electronic copy of the agreements to The Morton Arboretum's grant management software, Submittable, no later than March 25th, 2025. This letter and the following attachments outline the terms and conditions of accepting this funding.

- Subaward Agreement (signature required)
- Attachment A - Grant Assurances and Requirements (signature required)
- Attachment B - Federal Requirements and Prime Agreement
- Attachment C - Whistleblower Notice
- Attachment D - Reimbursement Guidance

Once your agreements are received, we will review, sign, and return the completed and executed agreements to you, at which time you may begin to implement your proposed project. **Please note that only work started after the date of the executed agreement may be reimbursed or counted as match. Any project work started before the receipt of your fully executed agreement will be ineligible for reimbursement.**

The grant project must be completed and a reimbursement request received by August 1, 2026. There are no exceptions as the Illinois Department of Natural Resources and the USDA Forest Service require that we have all work completed by that date.

By signing the attached contract, your organization agrees to all terms and conditions and you will notify The Morton Arboretum if there is any change in your organization that would affect the completion of this grant. Notification must be received by The Morton Arboretum, in writing, within two weeks of when any deficiency becomes apparent.

You are required to provide progress reports on grant expenditures and activities at the designated times outlined in the attached agreement.

All finance documents (such as invoices, receipts, canceled checks, man-power records, etc.) for both grant-funded and match activities must be included and submitted when you request reimbursement. You are required to provide proof of payment for all expenses, such as copies of canceled checks or other valid documentation.

This signed agreement gives The Morton Arboretum your permission to use photographs, logos, published/printed information, and any other materials you supply, without further notice, in press releases and/or publications.

Communities are required to complete and pass a Tree Preservation Ordinance that meets the criteria outlined in the Request for Proposal, prior to the termination date of this grant – August 1, 2026. Finally, and importantly, congratulations on this recognition of your critical efforts in urban and community forestry. We look forward to working with you during the coming term.

Sincerely,

Aidden Tapia  
[aidentapia@mortonarb.org](mailto:aidentapia@mortonarb.org)



THE  
CHAMPION  
of TREES

Project Number FA0917-21

4100 Illinois Route 53 • Lisle, IL 60532  
630-968-0074 • mortonarb.org

## 2024 – 2026 Urban and Community Forestry Grant | 24-FY24-01UCF

Project Number: FA0917-21

### Grant Recipient Assurances and Requirements

#### Cooperating Agencies

Grant Program Administrator	The Morton Arboretum (TMA)
Funder	<ul style="list-style-type: none"><li>Illinois Department of Natural Resources (IDNR)</li><li>USDA Forest Service Eastern Region, State, Private, and Tribal Forestry</li></ul>
Recipient Community (Municipality, Park District, Local Government)	VILLAGE OF MORTON GROVE
Community Contact	Charles Meyer
Contact Email & Phone	cmeyer@mortongroveil.gov   (847) 965-4100
Project Deliverables	450 trees planted
Grant Award	\$25,000
Match Funding	\$54,900

#### Non-Liability

The Morton Arboretum, IDNR, and USDA Forest Service do not assume liability for any third party claims for damages arising out of this instrument. Recipients are solely responsible for the quality, safety, and legality of the work undertaken.

By accepting this grant, the Recipient acknowledges and agrees to maintain appropriate insurance coverage for all activities related to the grant-funded project. This insurance should cover any potential liabilities, damages, or injuries arising from the work performed. The Recipient further agrees to comply with all applicable laws, regulations, policies, and standards related to the project.

The Grantor shall not be held responsible for any loss, damage, injury, or legal consequences



resulting from the Recipient's activities. The Recipient is responsible for conducting the project in a manner that is consistent with industry best practices and legal requirements.

This disclaimer is a fundamental part of the grant agreement, and Recipients are advised to seek legal counsel to ensure their understanding and compliance with all relevant obligations.

### **Budget Revisions**

Budget revisions are not allowed unless approval is provided by The Morton Arboretum in advance. Revisions will require written notice and will require a minimum 14 days prior notice for a written response from The Morton Arboretum. Invoices for unapproved budget changes will not be paid.

### **Prior Approval**

Prior approval is required for any change to the scope of objectives of the approved projects, key personnel, or transfer of substantive programmatic work to another party. A written request must be submitted and will require a minimum of 14 days prior notice for a written response from The Morton Arboretum.

Until written approval is granted for a modification, the terms and conditions of the original award remain in effect. Prior approval requests should include:

- Change in the scope or the objective of the project or program (even if there is no associated budget revision);
- Change in a key person specified in the application or award document;
- Changing local match from the approved of work plan;
- Extension period of availability of funds;

### **Use of Funds**

1. Development or enhancement of a tree preservation ordinance without an additional project component; **(REQUIRED)** and/or,
2. An urban forest management plan that is based on a digital and current tree inventory;
3. An inventory of public trees in the community with an accompanying urban forest management plan that addresses some portion of the results;
4. Diverse tree planting on public property;
5. Improving urban forest health through invasive species removal in managed or natural areas.

Grant recipients shall pay their costs and receive reimbursement from The Morton Arboretum at the end of the grant period. No part of the grant can be used to pay for land or equipment. Tree removal costs are ineligible for grant support; however, some removal expenses may be used to meet the match requirements (see **Eligible Local Matching Costs** Section for more information).

### **Notification**

The Recipient shall immediately notify The Morton Arboretum of developments that have a

significant impact on the activities supported under this grant. Also, notification shall be given in case of problems, delays or adverse conditions that materially impair the ability to meet the objectives of the agreement. This notification shall include a written statement of the action taken or contemplated, and any assistance needed to resolve the situation.

#### **Award and Execution of Agreement**

The agreement must be signed by someone who has the authority to represent the entity receiving the grant. **This signed document must be returned to The Morton Arboretum for final execution by March 25, 2025.** Please return an electronic copy to CRTI via The Morton Arboretum Submittable portal.

The fully executed agreement will be returned to the Awardee and will serve as official notification for the community to begin their project. Any costs, matching or otherwise, incurred prior to the date of the executed agreement will be ineligible for reimbursement.

#### **Matching Costs**

Recipients must document and provide proof of local match with the minimum required ratio of 1:1. Proof of match includes copies of invoices, proof of payment, time cards, staff time spent, etc. Recipients that commit to match spending above the 1:1 requirement (Overmatch) are required to complete the agreed upon amount of overmatch in this document. Completion of committed overmatch spending is required to be eligible for grant reimbursement. The amount of overmatch that the recipient committed to shall be the amount as indicated on their application.

#### **Eligible Local Matching Costs**

Only non-federal money may be used as match. Eligible match is as follows:

1. Direct cash match for contracted services related to a tree inventory, management planning, tree planting, or invasive woody species removal.
2. Volunteer labor hours which must be counted at or below industry standard rate for the work being completed.
3. Tree pruning, planting, care, maintenance, or removal directly related to activities undertaken with grant funding including:
  - a. Materials or supplies, e.g. trees or mulch.
  - b. Tree maintenance, pruning, site preparation, and modifications, including tree removal and stump grinding in preparation for tree planting projects.\*
  - c. Labor and material costs for tree maintenance based on a new inventory/management plan up to July 1, 2026.\*

**\*Unless associated with site preparation for planting funded by this grant, the maintenance, management, or removal of trees may only be used as a match if identified as a need in a new or updated inventory and/or management plan. Work may only count as match if completed after said inventory and/or management plan has been completed. Any trees to be removed for match must present significant harm/hazard to the community and documentation for**

**such must be provided. For non-planting projects, tree maintenance or removals must be identified as an action to address the management plan's priorities.**

4. Directly related administrative costs, including time spent by staff, officials, volunteers, and others who develop or approve bid documents, contracts, supervise contractors, conduct site visits, determine planting locations, provide legal review of the tree protection ordinance, and/or other related tasks.
5. Additional inventory features including software subscriptions that are beyond the scope of the grant.
6. Communities wanting to become a Tree City USA community for the first time may include a request, with your grant proposal, for guidance to complete a 2024 or 2025 Tree City USA application and use the staff time spent on completing a 2024 or 2025 Tree City USA application as part of the community match.

Supporting documentation for the Recipient's match must be included with the completed reimbursement forms. Approved forms of documentation include: receipts, paid invoices, daily activity reports, volunteer sign-in sheets, or other paperwork documenting work completed.

#### **Termination for Convenience**

The Morton Arboretum may, by written notice, terminate this Subaward for convenience and without cause, in whole or in part, at any time, with at least seven (7) calendar days written notice, except that, to the extent that the Morton Arboretum's termination is as a result of the termination, suspension, or cessation of federal funding associated with this scope of work, the Morton Arboretum can direct the Recipient to stop work immediately without notice. Any such notice will contain the effective date of termination, the extent of the termination, and any special instructions. In the event of a partial termination, the Recipient is not excused from performance of the balance of work under the Subaward that has not been terminated.

In the event of termination for convenience by the Morton Arboretum, the Recipient shall be reimbursed for actual, substantiated, reasonable, allowable, and allocable costs for work performed up to the date of termination. Any termination settlement proposal shall be submitted to the Morton Arboretum promptly, but in any event no later than thirty (30) business days from the effective date of the termination, unless the Morton Arboretum requires an earlier time that is reasonable for the Morton Arboretum to meet a requirement for the submission of the costs described in any such proposal to the relevant funding authority. In no event shall the amount of any settlement be in excess of the Subaward value. The Morton Arboretum may take immediate possession of all items, complete or incomplete, and all items resulting from services upon written notice of termination to the Recipient.

#### **Suspension of Work.**

The Morton Arboretum may require the Recipient, in writing, to suspend, delay, or interrupt all or any part of the work of this Subaward for the period of time that the Morton Arboretum determines appropriate for its sole convenience. Should this period of suspension extend beyond one-year, or a shorter period determined to be an unreasonable delay by a court of competent jurisdiction, this suspension of work shall be converted to a termination for convenience pursuant to the Termination for



Convenience Section.

#### **Required Progress and Agreement Termination**

In the event that the Recipient fails to achieve significant progress within a period of twelve (12) months from the date of the award, the grantor reserves the right to terminate the grant agreement and reallocate the allocated funding to alternative projects or initiatives deemed appropriate by the grantor.

The grantor shall provide written notice to the Recipient specifying the reasons for termination, and the Recipient shall have a reasonable opportunity to respond and address the concerns outlined by the grantor. Upon termination, the Recipient shall promptly deliver all project-related materials, data, and documentation to the grantor as specified in the grant agreement. Reimbursement may be made available for expenses incurred before the time of termination at the discretion of The Morton Arboretum and Illinois Department of Natural Resources.

#### **Reporting Requirements**

Recipients are required to submit progress reports to The Morton Arboretum until the work plan is completed. Recipients will receive an email notification accompanied by the progress report form two weeks prior to when the progress report is due. The Recipients are responsible for ensuring the proper email address on file is active and regularly checked. Report forms are due:

- June 15, 2025
- September 15, 2025
- January 15, 2026
- March 15, 2026
- June 15, 2026

A final report is due at project completion (August 1, 2026) and a template will be provided.

The final report will include a budget form and match documentation worksheets. Work for this Grant **must be completed by July 1, 2026.**

**A locally approved Tree Protection/Preservation Ordinance (or policy for entities such as park districts or forest preserve districts) is required before grant funds are disbursed. No grant expenses will be reimbursed until a Tree Protection/Preservation Ordinance is on file.** The Morton Arboretum provides ordinance revision assistance to communities free of charge.

## **Tree Protection/Preservation Ordinance Requirements:**

Prior to reimbursement of funding, a tree protection/preservation ordinance shall be approved by a municipality's, county's, or township's governing body (e.g., city council) that shall meet all the requirements in the chart below. Awarded park districts and forest preserve districts shall submit board-approved policies that stipulate natural resource protection with specific urban and community forest management guidance similar to these criteria.

1.	Purpose	Statement of purpose for the tree protection/preservation ordinance.
2.	Statement of Value	Clear statement of the value and service of the urban forest. The Statement of Value must name trees in your community as “infrastructure.”
3.	Definitions	Clear definitions of terms related to trees within your code.
4.	Applicability/Scope of Ordinance	<p>Clear scope† of protection, preservation, management, removals, care and pruning, selection, and planting requirements.</p> <p>†A “clear scope” requires that the ordinance:</p> <ul style="list-style-type: none"> <li>(a) Applies without any temporal limitation (i.e., the ordinance is in effect 24 hours per day, 7 days per week, 365 days per year, and application of the ordinance does not require a triggering event such as a building permit application); and</li> <li>(b) Explicitly applies to public property trees owned by the community.</li> </ul>
5.	Authority/ Enforcement	Identified <b>individual and/or specific department</b> responsible for making decisions about trees and enforcement of the ordinance. Includes skill requirements or certifications for individuals/organizations managing trees for the community.
6.	Tree Planting and Maintenance Standards	<p>Clear specifications standards referencing the most current American National Safety Institute, International Society of Arboriculture, National Association of Nurserymen, and/or other nationally recognized organizations, or a reference to such in an accepted urban forest management plan for the following:</p> <ul style="list-style-type: none"> <li>A. Tree production (nursery source production standards);</li> <li>B. Tree planting;</li> <li>C. Tree care;</li> <li>D. Tree pruning;</li> <li>E. Species restrictions, e.g. under utilities, use of invasive species, etc.</li> </ul>
7.	Species Restrictions	Specifications for planting under or near utilities and prohibition of use of invasive species.
8.	Requirements for Contracted Tree Maintenance	Requirements for contracted tree maintenance including skill and insurance requirements.

9.	Establishment of a Tree Board <i>(Optional; Mandatory only if selected as a voluntary bonus in the application; see page 18-19)</i>	Formation and qualifications, responsibilities, and terms for a tree board or other advisory group responsible for trees.
10.	Permits	Tree permit requirements and clear penalties and enforcement mechanisms (See Requirement 14: Penalties).
11.	Protection of Trees During Construction	Tree protection of public trees from construction impacts, and associated fees and penalties (See Requirement 14: Penalties).
12.	Relocation or Replacement	Relocation and/or replacement requirements, fees, and penalties for trees removed, damaged or killed.
13.	Appeals	Procedure to follow for appealing a citation, and civil remedies.
14.	Penalties	Clear penalties for failure to comply with the provisions of the ordinance.
15.	Species Lists	Restricted/Prohibited/Undesirable species lists and Desirable/Approved species lists, or a reference to such lists in tree management plan.
16.	Exceptions	Variance, such as decisions that may change due to heavy storms or safety hazards.
17.	Severability	Statement of severability (this may exist in a related Code).

It is recommended but not required that the tree protection/preservation ordinance include:	
1.	Tree risk assessment protocol and frequency
2.	Education, outreach, and/or assistance to private property owners on tree planting, management and assessment.
3.	Incentives or regulations for trees located on private property.

## Urban Forest Management Plan Requirements

Completion of a new or updated management plan is allowed as a project for this grant. It may accompany a tree inventory or be a proposal on its own – as long as it is based on an inventory that was updated **no more than four years ago**. A management plan's scope may cover the entire community, or appropriate subsections of a community, such as an Ash Tree Preservation/Replacement plan, risk abatement plan, cyclical pruning plan, community tree planting plan, etc. Urban Forest Management Plans are further described in **Appendix A** of this document.

Qualified staff and/or a contractor shall complete a management plan that is based on an up-to-date inventory and shall include the following services.

**Eligibility: Only applicants whose existing management plans are older than 5 years old and/or not based on an inventory are eligible to receive funding for a management plan.**

### Management Plan Deliverables

This plan shall be developed to outline the future standards, specifications, and goals for management of the community's trees and forests over the next 5 to 7 years. This plan shall include prioritized action items for a 5 to 7 year period to ensure the Applicant can effectively and efficiently manage their trees. This plan shall be delivered in a document format that can be easily edited and updated, e.g. Microsoft Word or another similar program.

Plan components may include some of the following, as needed and appropriate, for each community. At least **one component from item (A) is REQUIRED**.

#### **A. Recommended and prioritized urban forest management action items, based on an inventory (at least one component from this list is required)**

- a. A description of the organization's urban forest canopy cover and composition (canopy cover data can be provided to organizations in Will, Lake, Kane, Kendall, Cook, DuPage, and McHenry by the Chicago Region Trees Initiative)
- b. Prioritized planting locations, including replacements and new plantings, a cyclical pruning schedule and map
  - i. Prioritized hazard abatement informed by inventory data
  - ii. A list of preferred species, prohibited species, and species to be planted in limited quantities
  - iii. How the urban forest inventory will be used to inform decisions and how it will be updated.
  - iv. A strategy for improving forest age and species structure.
- c. Short- and long-term urban forest goals 2024 – 2031
  - i. Long-term goals such as:
    1. Urban forest management goals and risk mitigation
    2. Canopy cover goals



3. Climate change response
  - ii. Short-term (e.g., annual goals) such as:
    1. Tree pruning schedules
    2. A plan for replacement and removals
    3. A plan for hazard abatement
    4. Mitigation of pests and diseases
    5. Benchmarks to ensure progress towards long-term goals

Additionally, your plan may contain the following. All of these components are recommended to be contained in your plan:

**B. Specifications for planting, pruning, removals, and protection**

- a. Specifications from ANSI, ISA, and/or other nationally recognized standards for tree care (pruning, planting, etc.)
- b. Establishing a pruning and maintenance cycle so that care is regularly scheduled
- c. Protection and standards for trees in construction zones

**C. Required and recommended certifications, qualifications, and training for staff, contracted labor, and consulting**

- a. Formulating these requirements so as to mitigate and manage risk, including climate impacts

**D. Material equipment, and budget considerations**

- a. Short- and long-term budget projections and needs
- b. A plan for acquisition and replacement of equipment and resources

**E. A program for education and outreach of residents**

- a. Engaging private landowners and managers within the organization's boundaries
- b. Developing a marketing strategy for engaging residents so they are familiar with urban forestry in their community

**Training and Education**

If a Contractor is used, before the project starts, the Contractor shall meet with the community to outline project goals and plans specific to the community.

The Contractor shall provide a minimum of 3 hours, as needed, of outreach and education to ensure that the community is able to use the management plan effectively.

**Documentation**

The Community shall provide proof that the management plan was completed and submit a copy of the document to The Morton Arboretum (the Arboretum will provide a copy to IDNR for your community file).



## Tree Inventory Requirements

A tree inventory is a database containing specific, standardized information recorded for individual trees in an identified area of the community. The inventory must inform management decisions and be regularly updated. The inventory may contain information about the immediate area surrounding a tree, as necessary for tree management and planning. Sample size must be statistically appropriate to provide accurate conclusions for management recommendations.

**Eligibility:** Only recipients whose inventory has not been updated in the last 3 years are eligible for funding for an inventory. An Urban Forest Management Plan that addresses some part of the inventory results must accompany the inventory. Inventories must cover between 15%-100% of the community's public tree population.

A contractor and/or qualified staff and/or volunteers may be used to complete a new or expand an existing inventory. Staff, contractors, or volunteers shall have the requisite professional experience to complete the work. Verification of this training and skills is required. All work completed through this grant shall meet the nationally recognized requirements and standards. All data collected must be submitted as one compiled inventory (new and old data) to receive reimbursement. Additional services, beyond the deliverables listed below, are not a reimbursable cost but may be used as match, e.g. software subscription fees that run concurrent with the grant, etc.

### Tree Inventory Deliverables

The inventory must include the following data fields for each tree included in the inventory:

- a. GPS Coordinates
- b. Street Address and Relative Location
- c. Land use (e.g., residential, business zone, natural area, park, etc.)
- d. Growing space (e.g., parkway, park, etc.)
- e. Species
- f. DBH
- g. Single or multi-stem designation
- h. Condition rating (such as a 5 point scale or other consistent system)
- i. Risk assessment (such as TRAQ or other consistent system) with a 360 degree walk around.
- j. Defects (roots, wounds, rot, deadwood, etc.)
- k. Maintenance Recommendation
- l. General comments or notes
- m. Plantable spaces (optional)

At a minimum, the inventory shall be delivered as a digital spreadsheet, such as Excel. A Tree Inventory Maintenance Agreement must be signed (see application for details)

### Training and Education

If a contractor is used, before the project starts, the contractor shall meet with the community to outline project goals and plans specific to the community. Immediately after the inventory is complete,

the contractor shall provide a minimum of 3 hours of technical assistance to ensure that the community understands how to use the inventory effectively. Following the initial 3 hours, the contractor shall provide an additional minimum of 3 hours of assistance, as needed.

The Applicant shall provide a dated copy of inventory and Urban Forest Management Plan to the IDNR before reimbursement of grant expenditures. The Morton Arboretum requests a copy of the completed inventory to facilitate its development of outreach materials that assist communities in managing their trees. (Please contact Colette Copic at [ccopic@mortonarb.org](mailto:ccopic@mortonarb.org) for more information about how inventory data is used by the Arboretum or to waive The Morton Arboretum's request.)

## Tree Planting Requirements

Tree Planting, on public property within the Applicant's boundaries, may be completed as a project. Trees planted must meet minimum quality metrics, and be planted as described below and in Appendix C. A Tree Planting List and Maintenance Agreement is required for all tree planting projects.

### Requirements

1. Trees planted shall be between 1" and 2.5" caliper measured at 6" above the root flare.
2. Tree planting projects must be planned and executed to promote the long-term survival of the trees.
3. Tree species selected must be a diverse selection appropriate to your community. A statement of diversity explaining how the selected species will improve tree diversity in your community is required as part of the tree planting plan.
4. Shrubs (species that do not grow beyond 10 feet in height) are not eligible for reimbursement.
5. An International Society of Arboriculture certified arborist must approve the accompanying tree planting plan for all trees funded through this proposal or with match. (See below.)
6. The Applicant must attest to properly caring for trees purchased through this program by including a maintenance plan. The plan must identify who and frequency for watering and mulching trees over the **required three years post-planting period**. (A copy of the proposed maintenance plan must accompany the application.)
7. Trees must be planted according to the ANSI, ISA, and/or other nationally recognized planting specifications.
8. All trees purchased through this proposal shall meet the ANSI American Standard for Nursery Stock (ANSI Z60).
9. All trees must have the **burlap, rope, and wire basket removed (or be a low-profile basket) at time of planting**.

10. All trees shall receive a 2 to 3-inch layer of hardwood mulch over the root ball and not touch the bark of the tree.
11. Tree planting shall take place in the spring or fall of the duration of the grant period.
12. Tree species to be planted must be specified in the grant application. Species selected and site conditions must be identified. Grant participants are encouraged to plant native species.
13. Trees must be purchased from nurseries certified by the Illinois Department of Agriculture. All nurseries that supply trees shall have been inspected by the Bureau of Plant and Animal Protection under provisions of the Illinois Insect Pest and Plant Disease Act, Section 16 et. Seq. of Chapter 5, Illinois Revised Statutes. Out of state nurseries may be approved on a case by case basis, pending approval from The Morton Arboretum.
14. A Tree Maintenance Agreement and Partner Commitment Agreement are required and are available within the application portal.
15. **Newly planted trees must be digitally inventoried, or recorded, at planting. Communities may use a Microsoft Excel spreadsheet, their own inventory software of choice, or The Morton Arboretum's free tree inventory tool Canopy Counts. Required data fields include:**
  - a. A photo of each planted tree
  - b. GPS coordinates
  - c. Tree species
  - d. Tree size (DBH)
  - e. Tree condition

**The Arboretum may periodically conduct site visits to ensure the accuracy of this digital inventory.**

## Invasive Species Removal Requirements

Invasive species removal, on public property within the Applicant's boundaries, may be completed as a project. Tree replacement is required for all invasive species removal projects. The removal process must meet minimum quality standards as described below. **Tree replacement must meet the tree planting standards described in Appendix C.** A Tree Planting List and Maintenance Agreement is required for all projects.

1. The only woody invasive species eligible for removal with grant funding are:
  - a. Buckthorn (glossy and common buckthorn): *Rhamnus cathartica*, *Fraxinus alnus*
  - b. Honeysuckle: *Lonicera maackii*, *Lonicera tatarica*, *Lonicera morrow*



- c. Callery pear (Bradford pear): *Pyrus calleryana*, other *Pyrus* varieties
2. Invasive species removed from a managed area (e.g. street trees) that are not dead or high risk to public safety must be replaced at a rate of at least 2:1 (that is, you must plant more stems than you remove). **Replacement trees must be planted in accordance with the tree planting standard on page 20.**
3. Invasive species removed from a natural area does not require 2:1 replacement, but must be coupled with tree planting activities that ensure long-term canopy percentage retention or growth.
4. A plan for proposed maintenance activities, number of trees to be removed, and cost estimates for the work must be submitted with application.
5. Proof of completion for invasive removal, which may include a site inspection, will be required.

**Work may be completed by qualified in-house staff or by a qualified contractor. Proof of qualifications to complete tree work, such as arborist certification, is required upon selecting a contractor.**

## Payment

1. The Applicant is responsible for all expenses and will receive reimbursement at the end of the grant period.
2. The Applicant can expect payment within 30 days after The Morton Arboretum has received and approved the fully completed reimbursement report containing valid invoices and valid proof of payments.
3. The Applicant shall review the reimbursement materials and all reporting requirements to ensure that all materials are ready for reimbursement by the grant deadline – including all payments and proof of payment.
4. Only one reimbursement payment will be made to the Applicant upon completion of all phases of the grant project(s). Once payment is made the grant project is considered complete.

**To receive payment, the administering agency must receive and approve the recipient's (new or existing) Tree Preservation/Protection Ordinance and verify that it meets all requirements listed on pages 5 -7. It is recommended that the Recipient works with The Morton Arboretum to ensure that the ordinance meets the requirements outlined in the Request for Proposals and the Agreement prior to requesting reimbursement.**

### Project Implementation Technical Assurances

The grant Recipient agrees to the following Assurances:

1. Tree planting projects must be planned and executed for long-term survival of trees. Tree species must be selected to match site and cultural conditions.
2. Trees should be selected for compatibility with overhead utilities. For assistance in planting for long-term success and compatibility, see <https://www.comed.com/customer-service/service-request/trees-powerlines/pages/maintenance.aspx> or contact your regional Commonwealth Edison vegetation manager at 1-800-334-7661.
3. When contracting for services related to this project(s), firms must have appropriate Workers Compensation insurance.
4. Anyone removing trees or pruning trees must adhere to the most current ANSI standards (ANSI A300). The standards are available here: <https://treecareindustryassociation.org/business-support/ansi-a300-standards/>
5. Nursery stock must be a minimum of 1" and no greater than 2.5" inches in caliper and must adhere to the ANSI Z60.1-2004 American Standard for Nursery Stock. The standard is available here <http://agri.nv.gov/Brochures/ANLStandard2004.pdf>.
6. Trees must be purchased from nurseries certified by the Illinois Department of Agriculture.
7. Individuals conducting tree inventory work must have previous experience and provide proof of qualifications to The Morton Arboretum. Individuals conducting inventory work must provide successful completion of tree inventory work to Recipients. Using tree care companies or other arboriculture-related organizations is highly recommended.

## Federal Grant Terms and Conditions

### Federal Requirements

Program funds are available through the U.S. Forest Service State and Private Forestry and disbursed through the US Forest Service Forest and the Illinois Department of Natural Resources. The Recipient shall be responsible for reporting funds received on their annual Schedule of Expenditure of Federal Awards. The Recipient shall also be responsible for compliance with all federal laws and regulations, and specifically those pertaining to federal funding.

### Recipient Audits

Subrecipients expending \$1,000,000 or more in Federal awards during the subrecipient's fiscal year as provided in OMB Circular 2CFR 200 are required to meet the audit requirements and forward a copy to The Morton Arboretum. The required audits must be completed within 9 months of the end of the Recipient's audit period and a copy forwarded to The Morton Arboretum along with management's response to audit findings. Within 6 months after receipt of the Recipient's audit report The Morton Arboretum will contact the Recipient to ensure that the Recipient takes timely and appropriate corrective actions on all findings.

Subrecipient's entity must be registered in the SAM government database and be eligible to

receive federal funds without exclusion for the term of the award. For questions regarding the above please contact Carol Walter, The Morton Arboretum Finance Department at [cwalter@mortonarb.org](mailto:cwalter@mortonarb.org) or 630-719-2404.

#### **Debarment and Suspension**

The Recipient shall immediately inform The Morton Arboretum if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should the Recipient or any of their principals receive a transmittal letter or other official federal notice of debarment or suspension, and then they shall notify the Morton Arboretum without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

#### **Legal Authority**

The Recipient shall have the legal authority to enter into this agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the nonfederal share of project costs, when applicable.

#### **Notices**

Any notice given by the U.S. Forest Service or The Morton Arboretum will be sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

- To The Morton Arboretum.
- To Recipient, at the Recipient's address shown in the grant/agreement or such other address designated within the grant/agreement.
- Notices will be effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

**All awardees and subawardees, including Recipient, are subject to the relevant federal requirements in the Prime Award Agreement, attached to this agreement as Attachment B.**

The undersigned agree to comply with the requirements of this grant agreement.

\_\_\_\_\_  
Signature of Authorized Community Representative

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Signature of Representative from The Morton Arboretum

\_\_\_\_\_  
Date

Murphy Westwood, Vice President of Science and Conservation

## Appendix A: Urban Forest Management Plan Description

Intent: Developing, using, and periodically updating a management plan demonstrates a community's commitment to the comprehensive management of its community tree and forest resources.

### Definition

- a) A detailed document or set of documents that identify and prioritize action items based on professionally-based, relevant inventories and/or resource assessments, that outline the future management of the community's trees and forests. At a minimum, the plan must address public trees. The plan must be actively used by the community to guide management decisions and/or resource allocation and updated as needed to incorporate new information.
- b) A plan for trees in a portion of the community, as long as it includes a written explanation of why there is a focus on that area (i.e., the importance of that space to the community) and action items regarding the establishment, protection, conservation, and maintenance of public trees.
- c) Management plans for forested tracts may be counted if they meet the above and the forest meets all the following criteria:
  - i. located in or near a town/municipal/community population center, business district, or residential area,
  - ii. primarily managed for the benefit of the residents and to keep the land forested, and iii. owned by the local government (i.e., in public ownership).

### Examples

Examples include but are not limited to items on this list. Anything counted must meet the definition above.

- An Urban Forest Master Plan, based on satellite imagery/GIS or other inventories and assessments, that sets goals for tree canopy cover, recommends areas for reforestation, recommends areas for preservation, promotes community education and outreach efforts, recommends tree maintenance policies for town/city/county properties and provides action items for the management of trees and forests (such as establishment, protection, and maintenance).
- A Public Tree Planting and Maintenance Plan based on an inventory of trees and open spaces in street rights-of-way and parklands. These plans include information such as a prioritized list of tree pruning and removals, a prioritized list of replacements and new tree plantings, a recommended yearly budget, and a recommended list of tree species for replanting.
- A community's comprehensive Land Use Plan that incorporates specific management recommendations for the community's trees and forest resources.



- A Tree Risk Reduction and Replanting Plan based on an inventory of community trees.
- A tree inventory with recommended action items for managing public trees and forests (i.e., establishment, conservation, protection, and maintenance) that is actively being used.
- Other plans, such as those below, as long as they address the required elements in the definition: Urban Canopy Master Plan; Open Space Plan; Long-Term Tree Planting Plan that addresses planting and care; Pest, Storm, or Disaster Preparedness Plan that addresses trees; Town Forest Management Plan; Urban Forest Management Plan for a downtown business district; Community Wildfire Protection Plan; Community Development Plan that has an urban forest management component

## Appendix B: Tree Board / Advisory Group Description

Intent: Many local UCF programs began through the efforts of local community groups, and these groups often serve as a catalyst to encourage active local urban forest resource management for the long term. This performance element aims to ensure that community residents and program stakeholders are informed, educated, and engaged in the development and implementation of a sound community forestry program at the local level.

### Definition

- a) Advisory Groups: Organizations that are formalized or chartered (i.e., organizations established by the local government) to advise (during the reporting year) on the establishment, conservation, protection, and maintenance of urban and community trees and forests.
- b) Advocacy Groups: Non-governmental organizations active in the community that advocate or act for the establishment, conservation, protection, and maintenance of urban and community trees and forests during the year.

### Examples

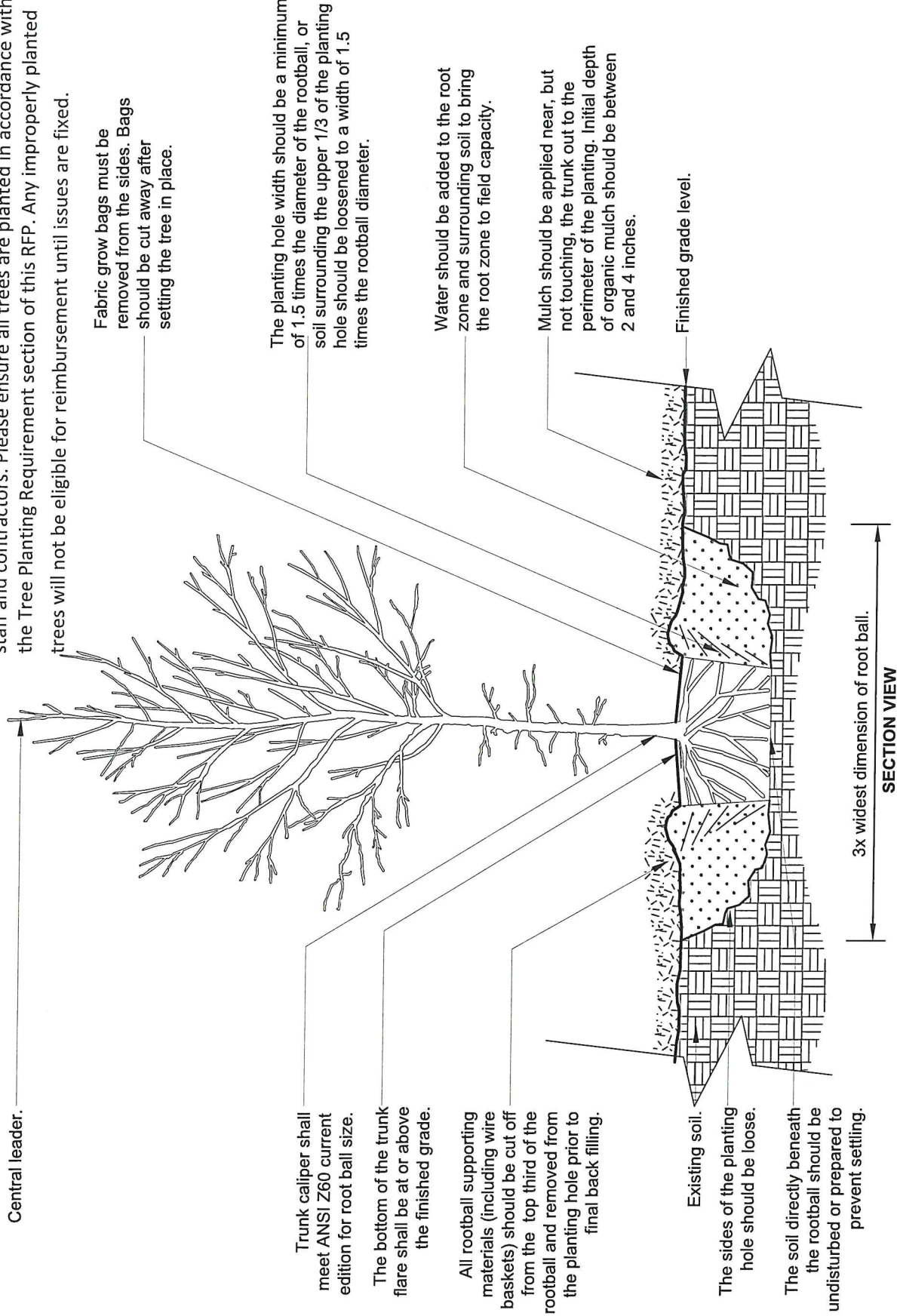
Examples include but are not limited to items on this list. Anything counted must meet the definition above.

- A board of community members appointed by local elected officials to advise policymakers on tree ordinances, policies, and management.
- A volunteer group such as “City ReLeaf” that is active in advocating for tree planting, preservation, and management in communities.
- A local Conservation or Environmental Commission that has an urban forestry sub-group or has urban and community forestry included in the organization’s action plan or charter and organizes at least one tree- or urban forestry-related activity during the year.

- A non-profit organization that advocates for community trees in multiple communities, as long as citizens in each community are engaged in the organization's urban and community forestry advocacy or activities during the reporting year.
- An advocacy group that focuses on a public park, greenway, or neighborhood if the group organized at least one tree- or urban forestry-related activity during the reporting year.

## Appendix C: Example Tree Planting Standard

This example tree planting standard may be used when you are working with staff and contractors. Please ensure all trees are planted in accordance with the Tree Planting Requirement section of this RFP. Any improperly planted trees will not be eligible for reimbursement until issues are fixed.



**P-X** TREE w/ BERM (EXISTING SOIL NOT MODIFIED)

URBAN TREE FOUNDATION © 2014  
OPEN SOURCE FREE TO USE

## THE MORTON ARBORETUM

### Subaward Agreement

*This is an award of financial assistance. Prime and subrecipients to this award are subject to the OMB guidance in subparts A through F of 2CFR Part 200 as adopted and supplemented by the USDA in 2CFR Part 400. Subrecipient must follow the requirements and regulations contained in any/all attachments.*

<b>Federal Award Identification Number (FAIN):</b>	24-FY24-01UCF/24-DG-11094200-262		
<b>Assistance Listing Number and Description:</b>	10.675 - Urban & Community Forestry Program		
<b>Awarding Agency:</b>	Illinois Department of Natural Resources pass through from USDA Forest Service Eastern Region, State, Private, and Tribal Forestry		
<b>Project Title and Description:</b>	IDNR/Morton Arboretum Urban and Community Forestry Core Program		
<b>Prime Recipient</b>		<b>Subrecipient</b>	
<b>Pass Through Entity Name:</b>	The Morton Arboretum	<b>Subrecipient Name:</b>	VILLAGE OF MORTON GROVE
<b>Project Manager:</b>	Colette Copic	<b>Subrecipient UEI:</b>	HP2KWJX3NG41
<b>Project Manager Email:</b>	ccopic@mortonarb.org	<b>CAGE Code:</b>	5HLT3
<b>Prime Award Date:</b>	07/01/24	<b>Subaward #:</b>	FA0917-21
<b>Period of Performance:</b>	07/01/24-09/30/27	<b>Subaward Date:</b>	02/10/25
<b>Prime Award Amount:</b>	\$780,000	<b>Budget Period Start Date:</b>	02/10/25
<b>Prime Award Cost Share (if applicable):</b>	\$780,000	<b>Budget Period End Date:</b>	08/01/26
<b>Indirect Cost Rate (if applicable):</b>	34.76% Match	<b>Period of Performance Start Date:</b>	02/10/25
<b>Agency Contact:</b>	Michael Brunk	<b>Period of Performance End Date:</b>	08/01/26
<b>Agency Contact Email:</b>	Michael.Brunk@illinois.gov	<b>Amount Funded this action:</b>	\$25,000
<b>Agency Contact Phone:</b>	217-361-9033	<b>Total Federal funds committed to Subrecipient by the PTE:</b>	\$25,000
<b>Is the award Research &amp; Dev?</b>	No	<b>Cost Share Amount:</b>	\$54,900 Match
		<b>Indirect Cost Rate (if applicable):</b>	0.00%
		<b>Subrecipient Contact:</b>	Charles Meyer
		<b>Subrecipient Email:</b>	cmeyer@mortongroveil.gov
		<b>Subrecipient Phone:</b>	(847) 965-4100
<b>Attachments:</b>	Attachment A – Grant Assurances and Requirements		
	Attachment B – Federal Requirements and Prime Agreement		
	Attachment C – Whistleblower Notice		
	Attachment D – Reimbursement Guidance		



Subrecipient expending \$1,000,000 or more in Federal awards during the subrecipient's fiscal year as provided in OMB Circular 2CFR 200 are required to meet the audit requirements and forward a copy to the Morton Arboretum. FFATA worksheet attached must be provided in advance with the Subaward Commitment Form.

Subrecipient's entity must be registered in the SAM government database and be eligible to receive federal funds without exclusion for the term of the award.

Subrecipient is required to meet all federal requirements as specified for subawardees as indicated in the prime award agreement attached and any agency specific terms and conditions as specified by the awarding agency for subrecipients.

Financial reporting and supporting documentation pertinent to this subaward shall be retained by the subrecipient for a minimum of three years after the final expenditure report.

Subrecipient shall permit pass-through entity and independent auditors to have access to the records and financial statements as necessary to comply with this subaward.

Acceptance of this subaward constitutes certification that the subrecipient is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this project by any federal department or agency.

### **Terms and Conditions**

1. Subrecipient shall submit invoices as specified in the Scope of Work. Upon the receipt of proper invoices, the Arboretum agrees to process payments in accordance with this Subaward and 2 CFR 200.305. All invoices may be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), breakdown by major cost category, Subaward number, and certification below, as required in 2 CFR 200.415(a).

*By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.*

2. A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted no later than 15 days following the end of the subaward term.

3. Any change in terms, conditions or requirements of the subaward requires the written approval of each party's Authorized Official as shown below.

4. Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.

5. The Morton Arboretum may, by written notice, terminate this Subaward for convenience and without cause, in whole or in part, at any time, with at least seven (7) calendar days written notice, except that, to the extent that the Morton Arboretum's termination is as a result of the termination, suspension, or cessation of federal funding associated with this scope of work, the Morton Arboretum can direct the Subrecipient to stop work immediately without notice. Any such notice will contain the effective date of termination, the extent of the termination, and any special instructions. In the event of a partial termination, the Subrecipient is not excused from performance of the balance of work under the Subaward that has not been terminated.

In the event of termination for convenience by the Morton Arboretum, the Subrecipient shall be reimbursed for actual, substantiated, reasonable, allowable, and allocable costs for work performed up to the date of termination. Any termination settlement proposal shall be submitted to the Morton Arboretum promptly, but in any event no later than thirty (30) business days from the effective date of the termination, unless the Morton Arboretum requires an earlier time that is reasonable for the Morton Arboretum to meet a requirement for the submission of the costs described in any such proposal to the relevant funding authority. In no event shall the amount of any settlement be in excess of the Subaward value. The Morton Arboretum may take immediate possession of all items, complete or incomplete, and all items resulting from services upon written notice of termination to the Subrecipient.

6. The Morton Arboretum may require the Subrecipient, in writing, to suspend, delay, or interrupt all or any part of the work of this Subaward for the period of time that the Morton Arboretum determines appropriate for its sole convenience. Should this period of suspension extend beyond one-year, or a shorter period determined to be an unreasonable delay by a court of competent jurisdiction, this suspension of work shall be converted to a termination for convenience pursuant to Section 5.

7. By signing this Subaward, including the attachments, Subrecipient certifies that it will perform the Scope of Work in accordance with the terms and conditions of this Subaward and the applicable terms of the Federal Award, terms of the Federal Award, including the appropriate terms of the Federal Awarding Agency, as referenced in Attachment A, Attachment B, Attachment C, and Attachment D. The parties further agree that they intend this subaward to comply with all applicable laws, regulations, and requirements.

### Award Approval/Obligation/Acceptance Form

The Morton Arboretum \_\_\_\_\_ Date \_\_\_\_\_

**Approved For:**

VILLAGE OF MORTON GROVE

The information, certifications and representations above have been read, signed and made by an authorized official of the above named subrecipient. The appropriate programmatic and administrative personnel involved in this agreement are aware of the agency and federal policies applicable to subawards and have established procedures consistent with those policies. Any costs incurred before the period of the award and acceptance are at the subrecipient's risk.

**Acceptance:**

Signature of authorized representative

*Charles Meyer*

Date

*4/10/25*

Name of authorized representative

*Charles Meyer*

Title

*Village Administrator*

Village of Morton Grove, Cook County, Illinois  
2025 Tree Planting Program

Bid Tabulation  
Bid Opening: May 7, 2025 10:00am

				Engineer's Estimate		Goodmark Nurseries 8920 Howe Road Wonder Lake, IL 60097		Schichtel's Nursery, Inc. 7420 Peters Road Springville, NY 14141		Atrium Landscape 11713 Davey Road Lemont, IL 60439	
PAY ITEM	PAY ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST
1	ACER RUBRUM (REDPOINT MAPLE)	Each	100	\$100.00	\$10,000.00	\$90.00	\$9,000.00	\$160.00	\$16,000.00	\$850.00	\$85,000.00
2	ULMUS 'MORTON' (ACCOLADE ELM)	Each	50	\$120.00	\$6,000.00	\$111.00	\$5,550.00	\$160.00	\$8,000.00	\$850.00	\$42,500.00
CORRECTED TOTAL PROPOSAL AMOUNT				\$16,000.00		\$14,550.00		\$24,000.00		\$127,500.00	
AS-READ PROPOSAL AMOUNT						\$14,550.00		\$24,000.00		\$127,500.00	

Apparent Low Bidder: Goodmark Nurseries  
Apparent Low Bid Amount: \$14,550.00  
Engineer's Estimate of Cost: \$16,000.00  
Difference: -\$1,450.00

EXHIBIT "C"

**VILLAGE OF MORTON GROVE**  
**2025 Tree Planting Program**

**CONTRACT DOCUMENTS**

Engineering Division  
Public Works Department



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9. Index for Supplemental Specifications, Check Sheet For Recurring Special Provisions, and BDE Special Provisions	RSP-1 to RSP-2
10. Reference Drawings	Not Applicable
11. Project Drawings	Not Applicable

**LEGAL NOTICE**

VILLAGE OF MORTON GROVE  
Cook County, Illinois

**2025 TREE PLANTING PROGRAM**

**INVITATION FOR BIDS**

NOTICE IS HEREBY GIVEN by the President and the Board of Trustees of the Village of Morton Grove, Cook County, Illinois, that sealed bids will be received for 2025 TREE PLANTING PROGRAM.

Bids will be received up to the hour of 10:00 A.M. Local Time, on the 7<sup>th</sup> day of MAY 2025, at the office of the Director of Public Works, at the Public Works Facility, 7840 N. Nagle Avenue, Morton Grove, Illinois, and will be publicly opened and read at that time.

The bidding forms and documents are available at the office of the Director of Public Works, Village of Morton Grove, Illinois in hard copy form or at <http://www.mortongroveil.org/business/bids-and-proposals/> in a downloadable electronic form. The cost for a hard copy form of the bidding forms and documents is twenty and 00/100 dollars (\$20.00), which is not refundable. There is no cost associated with electronic downloads. Bids must be submitted on the forms provided.

The Director of Public Works reserves the right to refuse to issue Plans, Specifications and Proposals to any person, firm, or corporation that he considers to be unqualified.

The right to waive any irregularity and to reject any or all bids is reserved to the President and Board of Trustees of the Village of Morton Grove.

General questions regarding the Contract Documents should be directed to Mr. Chris R. Tomich, P.E., Village Engineer, Public Works Department, via fax to (847) 965-9511. All detailed questions concerning the actual bid specifications should be forwarded in writing via fax no less than five business days prior to the scheduled bid opening date.

Dated at Morton Grove, Illinois, this 23<sup>rd</sup> day of APRIL 2025, by Order of Mr. Michael V. Lukich, Director of Public Works, Village of Morton Grove.

## **NOTICE TO BIDDERS**

### **1) Time and Place of Opening Bids**

Sealed proposals for the improvement(s) described herein will be received at the Public Works Facility, 7840 N. Nagle Avenue, Morton Grove, Cook County, Illinois, up to 10:00 A.M. on MAY 7, 2025 and at that time, publicly opened and read.

### **2) Description of Work**

The proposed improvement is officially known as the *Village of Morton Grove 2025 Tree Planting Program*. This project will be financed by Village of Morton Grove funds.

The Work included in this Contract shall consist of furnishing all the materials, labor, equipment and incidentals required for Furnish and deliver single-stem container trees of the variety described in the Special Provisions and all other incidental work necessary to complete this improvement according to the Contract Documents.

### **3) Instructions to Bidders**

a) Contract Documents may be obtained from the following:

- i. Department of Public Works  
Village of Morton Grove  
7840 N. Nagle Avenue  
Morton Grove, Illinois 60053

There will be a \$20.00 non-refundable fee for a copy of the Contract Documents.

- ii. <http://www.mortongroveil.org/business/bids-and-proposals/>

There is no fee for downloading the Contract Documents

- b) All Proposals must be accompanied by a proposal guaranty in a minimum amount of 5% of the bid amount as provided in the General Provisions and, where applicable, in BLRS Recurring Special Provision for “Bidding Requirements and Conditions for Contract Proposals” contained in the IDOT *Supplemental Specifications and Recurring Special Provisions*, adopted January 1, 2025.
- c) The Village President and Board of Trustees reserve the right to waive technicalities and to reject any or all proposals as provided in this document, General Provisions, and, where applicable, BLRS Recurring Special Provision for “Bidding Requirements and Conditions for Material Proposals” contained in the

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*IDOT Supplemental Specifications and Recurring Special Provisions*, adopted January 1, 2025.

- d) Bidders need not return the entire set of Contract Documents when bids are submitted. The following documents are required for a bid to be considered complete:
  - i) Proposal Documents P-1 through P-5
  - ii) Proposal Guaranty as a Bid Bond, Certified Check or Cashier's Check
  - iii) Signed copy of all Addenda, if any

**CONTRACTOR'S PROPOSAL**  
**FOR**  
**VILLAGE OF MORTON GROVE**  
**2025 TREE PLANTING PROGRAM**  
**TO THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES**  
**OF THE VILLAGE OF MORTON GROVE**

1. Proposal of \_\_\_\_\_  
(Name and address of bidder)

for the improvements designated as the 2025 TREE PLANTING PROGRAM, consisting of furnishing all the materials, labor, equipment and incidentals required for Furnish and deliver single-stem container trees of the variety described in the Special Provisions and all other incidental work necessary to complete this improvement according to the Contract Documents.

The plans and specifications for the proposed improvement are those prepared by

ENGINEERING DIVISION  
PUBLIC WORKS DEPARTMENT  
VILLAGE OF MORTON GROVE  
7840 N. Nagle Avenue, Morton Grove, Illinois 60053-2902

The undersigned declares that he will comply with the Contract Documents, including the General Provisions, Special Provisions and other documents contained in this Contract.

The undersigned agrees to complete all work and milestones as described in the Contract Documents. Failure to meet this schedule will incur liquidated damages in accordance with the Illinois Department of Transportation *Standard Specifications for Road and Bridge Construction*, Adopted January 1, 2022.

2. Accompanying this proposal is a cashier's check, certified check or bid bond, complying with the requirements of the Specifications, made payable to the Village of Morton Grove. The amount of the check or draft is \_\_\_\_\_  
\_\_\_\_\_. (\$\_\_\_\_\_).

3. If this proposal is accepted and the undersigned shall fail to execute the Contract and Contract Bond as required, it is hereby agreed that the amount of the check, draft or bid bond substituted in lieu thereof, shall become the property of the Village of Morton Grove, and shall be considered as payment of damages due to delay and other causes suffered by the Village of Morton Grove because of the failure to execute said Contract and Contract Bond; otherwise said check, draft, or bid bond substituted in lieu thereof shall be returned to the undersigned.

4. Each pay item shall have a Unit Price and should have a Total Price.
5. The Unit Price shall govern if a Total Price is not shown, or if there is a discrepancy between the product of the Unit Price multiplied by the quantity and the Total Price as shown.
6. If a Unit Price is omitted, the Total Price will be divided by the quantity in order to establish a Unit Price.
7. A bid will be declared unacceptable if neither a Unit Price nor a Total Price is shown for any item.
8. The undersigned firm certifies that it has not been convicted of bribery or attempting to bribe any governmental officer or employee and/or agents or representatives of a government agency, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm. The undersigned firm further certifies that it is not barred from bidding on this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.
9. The undersigned submits herewith his schedule of prices covering the work to be performed under this contract.

**SCHEDULE OF PRICES**

**(For completion information covering these items, see plans and specifications)**

CODE	PAY ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	ITEM COST
1	ACER RUBRUM (REDPOINT MAPLE)	Each	100		
2	ULMUS 'MORTON' (ACCOLADE ELM)	Each	50		
				<b>Project Total =</b>	

**Written Total:** \_\_\_\_\_

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**(If a Corporation)**

Corporate Name \_\_\_\_\_

Attest: \_\_\_\_\_  
Secretary

Signed By \_\_\_\_\_  
Name Title

Insert Names of Officers:

Business Address \_\_\_\_\_

President \_\_\_\_\_  
Secretary \_\_\_\_\_  
Treasurer \_\_\_\_\_

---

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**(If a Limited Liability Company)**

Insert Names and Addresses of All  
Partners \_\_\_\_\_

Firm Name \_\_\_\_\_

Signed By \_\_\_\_\_

Business Address \_\_\_\_\_

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**(If a Partnership)**

Insert Names and Addresses of All  
Partners \_\_\_\_\_

Firm Name \_\_\_\_\_

Signed By \_\_\_\_\_

Business Address \_\_\_\_\_

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**(If an Individual)**

Signature of Bidder \_\_\_\_\_

Business Address \_\_\_\_\_

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**PROPOSAL BID BOND**

(Read Contract Documents for other acceptable forms for Bid Deposits)

Local Agency: Village of Morton Grove  
Cook County, Illinois

**2025 TREE PLANTING PROGRAM**

WE \_\_\_\_\_ as PRINCIPAL, and \_\_\_\_\_ as SURETY, are held jointly, severally and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this \_\_\_\_\_ day of \_\_\_\_\_

**Principal**

\_\_\_\_\_  
(Company Name) \_\_\_\_\_  
(Company Name)  
By: \_\_\_\_\_ By: \_\_\_\_\_  
(Signature and Title) (Signature and Title)

(If PRINCIPLE is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.)

**Surety**

\_\_\_\_\_  
(Name of Surety) By: \_\_\_\_\_  
(Signature of Attorney-in-Fact)

STATE OF ILLINOIS,

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for said county,  
do hereby certify that \_\_\_\_\_

( Insert names of individuals signing on behalf of PRINCIPAL & SURETY )

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_

My commission expires \_\_\_\_\_  
(Notary Public)

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**CONTRACT APPROVAL**

1. The attached proposal dated \_\_\_\_\_ submitted by NAME AND ADDRESS OF CONTRACTOR in response to the Village of Morton Grove's RFB/RFP dated April 23, 2025 for the 2025 TREE PLANTING PROGRAM is hereby accepted and approved by the Village of Morton Grove (pursuant to Resolution No. \_\_\_\_ )
2. This acceptance along with the attached proposal and RFB/RFP, Notice to Contractors, General Provisions, Special Provisions, Standards Specifications, and Contract Bond constitute the entire contract between the parties and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acknowledgement, invoice, or other document.
3. In the event of an inconsistency between the terms and conditions in the RFB/RFP and the proposal, the RFB/RFP shall be controlling.

Agreed the \_\_\_\_ day of \_\_\_\_\_

Village of Morton Grove

By: \_\_\_\_\_  
Charles L. Meyer, Village Administrator

Contractor's Name:

By \_\_\_\_\_  
Authorized Agent's Name & Title

CONTRACT BOND – PAGE 1 of 2

**CONTRACT BOND**

Local Agency: Village of Morton Grove  
Cook County, Illinois

**2025 TREE PLANTING PROGRAM**

\_\_\_\_\_ a/an ☐ Individual ☐ Limited Liability Company ☐ Corporation organized under the laws of the state of \_\_\_\_\_, as PRINCIPAL, and \_\_\_\_\_ as SURETY, are held and firmly bound unto the above Local Agency (herein referred to as "LA") in the penal sum of \_\_\_\_\_ and 00/100 Dollars ( \$ \_\_\_\_\_ ), lawful money of United States, well and truly to be paid unto said LA, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, jointly to pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said Principal has entered into a written contract with the LA acting through its awarding authority for the construction of work on the above section, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted and during the one year guaranty period; and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the LA and its awarding authority harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, and shall promptly pay for all laborers, workers and mechanics engaged in the work under the Contract, and not less than the general prevailing rate of hourly wages of a similar character in the locality in which the work is performed, as determined by the State of Illinois Department of Labor pursuant to the Illinois Compiled Statutes 820 ILCS 130 / 1-12 et.seq. and for all material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, then this obligation to be void; otherwise to remain in full force and effect. 2

CONTRACT BOND – PAGE 1 of 2

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this \_\_\_\_\_ day of \_\_\_\_\_.

**PRINCIPAL**

\_\_\_\_\_  
(Company Name) \_\_\_\_\_  
(Company Name)  
By: \_\_\_\_\_ President By: \_\_\_\_\_  
(Signature & Title) (Signature & Title)  
Attest: \_\_\_\_\_ Secretary Attest: \_\_\_\_\_  
(Signature & Title) (Signature & Title)

(If PRINCIPAL is a joint venture of two or more contractors, the company names and authorized signature of each contractor must be affixed)

STATE OF ILLINOIS,  
COUNTY OF \_\_\_\_\_ I, \_\_\_\_\_  
a Notary Public in and for said county, do hereby certify that

\_\_\_\_\_  
(Insert names of individuals signing on behalf of PRINCIPAL)

Who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_ A.D. \_\_\_\_\_

My Commission expires \_\_\_\_\_  
(Notary Public) (SEAL)

**SURETY**

\_\_\_\_\_  
(Name of Surety) By: \_\_\_\_\_  
(Signature of Attorney-in-Fact)

STATE OF ILLINOIS,  
COUNTY OF \_\_\_\_\_ I, \_\_\_\_\_  
a Notary Public in and for said county, do hereby certify that

\_\_\_\_\_  
(Insert names of individuals signing on behalf of SURETY)

Who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_ A.D. \_\_\_\_\_

My Commission expires \_\_\_\_\_  
(Notary Public) (SEAL)

Approved this \_\_\_\_\_ day of \_\_\_\_\_ A.D. \_\_\_\_\_

\_\_\_\_\_  
(Village Engineer) (Village Administrator/Director of Public Works)

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## **GENERAL PROVISIONS**

### **1. DEFINITION OF TERMS**

- A. Engineer – Village Engineer or an authorized representative limited to the particular duties entrusted to it.
- B. Department – The Public Works Department of the Village of Morton Grove, acting directly or through its duly authorized officers and agents.
- C. Bidder – Any individual, firm or corporation, submitting a Proposal for the work contemplated, acting directly or through a duly authorized representative.
- D. Contractor – The bidder awarded the Contract.
- E. Proposal – The offer of a bidder, on the prescribed form, to perform the work and to furnish the labor and materials at the prices quoted.
- F. Proposal Guaranty – The security designated in a Proposal to be furnished by the bidder as a guarantee that said bidder would enter into a Contract with the Village of Morton Grove for the acceptable performance of the work and will furnish the required Contract Bond if the work is awarded to it.
- G. Prevailing Wage – Wages as determined by Illinois Department of Labor. Conciliation and Mediation Division in accordance with the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq., at the time of contract execution.
- H. Department or State – The Illinois Department of Transportation or the Village of Morton Grove, its agents and/or representatives.
- I. Local Agency – The Village of Morton Grove, its agents and/or representatives.
- J. Village – Village of Morton Grove

### **2. STANDARDS**

The following specifications and manuals supplement the Contract Documents and are hereby incorporated by reference. **Applicable if box is checked.**

- ☒ Illinois Department of Transportation “Standard Specifications for Road and Bridge Construction,” adopted January 1, 2022, (hereinafter referred to as the “Standard Specifications.”)
- ☒ Illinois Department of Transportation “Supplemental Specifications and Recurring Special Provisions,” adopted January 1, 2025 (hereinafter referred to as the “Supplemental Specifications”) as indicated on the Check Sheet.
- ☐ “Standard Specifications for Water and Sewer Main Construction in Illinois”, 8<sup>th</sup> edition, 2020 (hereinafter referred to as the Water Main Standard Specifications.)
- ☐ “Manual on Uniform Traffic Control Devices for Streets and Highways” 11<sup>th</sup> Edition, dated December 2023 (hereinafter referred to as the MUTCD).

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- ☐ “Illinois Department of Transportation Standard Specification for Traffic Control Items” latest edition in effect on the date of invitation for bids (hereinafter referred to as the Traffic Specifications.)
  - ☐ “Manual of Test Procedures of Material” Dated December 1, 2021.
  - ☐ “NFPA 70, National Electrical Code” 2008 edition
  - ☐ “National Electric Safety Code”, 2023 edition.
  - ☐ ANSI A300 (Part 1) – 20237, American National Standard for Tree Care Operations – Tree, Shrub, and Other Woody Plants – Standard Practices (Pruning)
  - ☐ ANSI A300 (Part 6) – 2012, Planting and Transplanting
  - ☒ American Standard for Nursery Stock ANSI Z60.1–2014
  - ☒ Village of Morton Grove Tree Technical Manual

The above standards shall apply to the work covered by this Contract as if fully written herein, except those items which by their nature have no application. In case of conflict with any part or parts of the above listed specifications, the specification contained herewith shall take precedence and shall govern.

### 3. PROJECT TIMING

Work shall begin and shall be completed as specified in the Special Provisions.

Time is of the essence to the contract. Should the Contractor fail to complete the work within the working days stipulated in the contract or on or before the completion date stipulated in the contract or within such extended time as may have been allowed, the Unless specifically provided otherwise in this Contract, Contractor shall be liable and pay to the Village the amount of \$500 per calendar day, not as a penalty but as liquidated damages, for each day of overrun in the contract time or such extended time as may have been allowed. The liquidated damages for failure to complete the contract on time are approximate, due to the impracticality of calculating and proving actual delay costs. This schedule of deductions establishes the cost of delay to account for administration, engineering, inspection, and supervision during periods of extended and delayed performance. The costs of delay represented by this schedule are understood to be fair and reasonable estimate of the costs that will be borne by the Village during extended and delayed performance by the Contractor of the work, remaining incidental work, correction of work improperly completed, or repair of work damaged as a result of the Contractor. The liquidated damage amount specified will accrue and be assessed until final completion of the total physical work of the contract even though the work may be substantially complete. The Village will deduct these liquidated damages from any monies due or to become due to the Contractor from the

Village. When a completion date is specified, the daily charge will be made for every day shown on the calendar beyond the specified completion date.

#### **4. PREQUALIFICATION OF BIDDERS**

☐ Applicable if box is checked.

Pre-qualification of Bidders in accordance with the Standard Specifications will be required of all Bidders. As part of the Bidder's proposal, the Bidder shall submit to the Village an Illinois Department of Transportation "Certificate of Eligibility."

If the Bidder is unable to provide a "Certificate of Eligibility" issued by the Illinois Department of Transportation, the Bidder may request to be approved by the Engineer by attaching a request letter with the following information:

- A. Information pertaining to financial resources, experiences of personnel, plant facilities, equipment, and manpower.
- B. List of similar projects constructed or under construction by the Bidder within the last three years, with the project description, dollar amount, and list of references for each.
- C. Any additional information needed to satisfy the Village that the Bidder is equipped and prepared to fulfill the Contract.

The Village may require from any Bidder or proposed subcontractor, prior to award of the Contract, a detailed statement regarding the business and technical organization of the Bidder for the proposed work. Information pertaining to financial resources, experiences of personnel, previously completed projects, plant facilities, and other data may be required to satisfy the Village that the Bidder is equipped and prepared to fulfill the Contract should the Contract be awarded to it. The competency and responsibility of Bidders and of their proposed subcontractors will be considered in making awards.

If requested by the Engineer, the Bidder shall include with its sealed bid a complete list of all equipment and manpower available to perform the work detailed in the Contract Documents. The list of equipment and manpower must prove to the Engineer that the Bidder is well qualified and able to perform the work, and it shall be taken into consideration in awarding the Contract.

No award will be made to any Bidder who cannot satisfactorily prove to the Village that it has sufficient ability and experience in this class of work and sufficient capital and plant to enable it to prosecute and complete the work successfully within the time named. The Village's decision or judgment on these matters shall be final, conclusive, and binding.



The Village may make such investigations as it deems necessary, and the Bidder shall furnish to the Village under oath, if so required, all such information and data for this purpose as the Village may request.

A responsible Bidder is one who meets all of the following requirements:

- A. Has adequate financial resources or the ability to secure such resources.
- B. Has the necessary experience, organization, and technical qualification, and has or can acquire, the necessary equipment to perform the proposed Contract.
- C. Is able to comply with the required performance schedule or completion date, taking into account all existing commitments.
- D. Has a satisfactory record of performance, integrity, judgment, and skills.
- E. Is qualified and eligible to receive an award under all applicable laws and regulations.

All proposed subcontractors are subject to the same qualification requirements as the Bidder.

## **5. BID DEPOSIT**

A bid deposit in an amount not less than 5% of the bid amount must accompany each bid. The bid deposit shall be in a form of Bid Bond (per the attached form), certified check drawn on, or a cashier's check issued by, a responsible Bank or Trust Company with a minimum of ten million dollars net assets and made payable to the Village.

Each such Bid Bond or check submitted will be held by the Village as security for the fulfillment of the Bidder's agreements as herein above set forth and as set forth in the bid. Should the Bidder fail to fulfill such agreements, its bid check shall become the property of the Village; if a Bid Bond was furnished, the Bid Bond shall become payable to the Village, as liquidated damages; otherwise, the bid check shall be returned to the Bidder as hereinafter provided, or if the security is a Bid Bond, the Bid Bond shall become null and void.

Bid checks will be returned to all except the three lowest Bidders within five days, Sundays and legal holidays excluded, after the opening of bids. The three lowest Bidders will have their bid checks returned within five days, Sundays and legal holidays excluded, after the Village and the accepted Bidder have executed the Contract. In the event that the Contract has not been executed by both accepted Bidder and the Village within seventy-five consecutive days after the opening of bids, the bid check will be returned promptly upon demand of any Bidder who has not been notified of the acceptance of its bid. Bid checks accompanying bids that are rejected will be



returned within five days, Sundays and legal holidays excluded, after rejection. None of the three lowest bids shall be deemed rejected, notwithstanding acceptance of any bid, until both the Village and the accepted bidder have executed the Contract.

## **6. CONTACTS / QUESTIONS**

General questions regarding the Contract Documents should be directed to Mr. Chris Tomich, Village Engineer, Village of Morton Grove, via fax to (847) 965-9511.

## **7. INTERPRETATION**

No interpretation of the meaning of the Contract Documents will be made to any Bidder orally. Detailed questions regarding the actual specification must be forwarded via fax to (847) 965-9511 no later than five business days prior to the scheduled bid opening date. Interpretations and supplemental instructions will be in the form of written addenda to the Contract Documents. This shall be in accordance with the Standard Specifications.

## **8. ADDENDA**

Written addenda, if issued, will be mailed or faxed to prospective Bidders (at the respective addresses provided for such purpose) not later than three days prior to the date fixed for opening of bids. The written addenda include a provision for the Bidders to sign acknowledging receipt of the addenda. Copies of the signed addenda must be included in the Bidder's proposal and shall become part of the Contract Documents. Failure of a Bidder to receive such addenda shall not relieve the Bidder from any obligation under its bid as submitted.

## **9. SUBSTITUTIONS**

The bid shall be based upon materials, equipment, and processes specified in the Contract Documents. The word "processes" as used herein includes methods and systems of construction. When two or more products are specified for an item of work, any one thereof is acceptable and choice is left to the Bidder. When one product is specified, the Bidder may offer for the Engineer's consideration and approval a substitute product that will accomplish the purpose of the Contract Documents. When a specific process and a guarantee of the results are specified, the Bidder may, if in its judgment the process will not produce the required result, submit for the Village Engineer's approval an alternate process which it would guarantee. Such request shall be submitted to the Engineer in writing at least six calendar days prior to time for receipt of bids. Approval of the proposed substitution will be contingent upon submission of proof satisfactory to the Engineer, that it is equal in quality and serviceability to the specified product or process, its use will not entail changes in details and construction of related work, and there will be a cost advantage to the Village. The substitution

must also be acceptable to the Engineer in consideration of the required design and aesthetic effect. The Bidder shall furnish drawings, specifications, samples, performance data, and other required information to assist the Engineer in determining whether the proposed substitution is acceptable. If the substitution is approved, all Bidders will be notified by addendum.

## **10. ROYALTIES AND PATENTS**

The Contractor shall pay all royalties and license fees and shall defend all suits or claims for infringement of any copyright or patent rights, and shall hold and save the Village and its officers, agents, servants and employees harmless from any and all loss and liability of any nature or kind whatsoever, including cost and expenses of defense and attorney fees for or on account of any copyrighted, patented or unpatented invention, process, article or appliance manufactured or used in the performance of the contract, including its use by the seller, unless otherwise specifically stipulated in the contract documents.

## **11. TAXES**

The Bid Price shall include all license fees, royalties for patents, all applicable Federal, State and Local Taxes, Social Security Tax, Federal and State Employment Insurance Taxes and other taxes that the Bidder must pay to complete the work if awarded the Contract. Bids on all items shall be submitted exclusive of the Illinois Retailer's Occupation Tax. When required, the Village will release its Tax-Exempt Number to the Contractor awarded the bid.

## **12. MODIFICATIONS TO BIDS**

Written modifications of bids will be considered only if received prior to the time stated for receipt of bids. Written modifications in a sealed envelope, identified as required for bids except that the phrase "Modification to Bids" shall be used. Telephonic, including facsimile or oral modifications will not be considered. Bidders are cautioned that, in case of modification involving an increase in the Bid Sum, the bid deposit shall be ample or be increased to cover the new base Bid Sum or the entire bid will be rejected.

## **13. WITHDRAWAL OF BID**

A Bidder may withdraw its bid by letter or by personally securing, with proper identification, its bid at any time prior to the time stated herein for the opening of bids. Telephonic or facsimile, requests to withdraw a bid will not be considered. After the bid opening, no bid shall be withdrawn or canceled for a period of seventy-five calendar days. When this Contract must be approved by another agency, no bid shall be withdrawn or canceled for a period of ninety days after the bid opening time.

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#### **14. RIGHT TO REJECT BIDS**

The Village reserves the right to reject any or all bids, to waive any irregularities and/or, to disregard any informality on the bids and bidding when, in its opinion, the best interest of the Village will be served by such action.

No bid will be accepted from or Contract awarded to any person, firm, or corporation that is in arrears or is in default to the Village upon any debt or Contract, or that is a defaulter, as surety or otherwise, upon any obligation to said Village, or has failed to perform faithfully any previous Contract with the Village.

Bids that contain omissions, erasures, alterations or additions not called for, or conditional or alternate bids not called for, or that are irregular in any way, or bids otherwise regular which are not accompanied by the required deposit specified herein may be rejected as informal or insufficient. The Village reserves the right to reject any or all bids, any part thereof, to waive informalities in the bidding, and to accept the bid deemed most favorable to its interest after all bids have been examined and evaluated.

#### **15. BID AWARD**

Bid award will be based upon the lowest cumulative bid response for all parts of the project by a qualified bidder. Bids may be held by the Public Works Department for a period not to exceed seventy-five days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of the Bidders, prior to the award of the Contract. The awarding authority for this project is the Village. Written notice confirming award will then be sent to the Bidder. The Contractor's bid shall be valid for ninety days after the date of the bid opening.

#### **16. BID SIGNATURES**

If the Bidder is a corporation, the President and Secretary shall execute the bid and the Corporate Seal shall be affixed. In the event that this bid is executed by other than the President, attach thereto a certified copy of that section of Corporate By-laws or other authorization by the Corporation, which permits the person to execute the offer for the Corporation. The bid shall show the State in which the Corporation is chartered. If it is a foreign Corporation, the bidder shall provide evidence it is licensed to transact business in the State of Illinois.

If the Bidder is a limited liability company, all members shall execute the bid, unless an operating agreement specifies it is manage-managed company, in which case, the manager shall execute the bid and evidence of such authority satisfactory to the Village shall be submitted.

If the Bidder is a partnership, all partners shall execute the bid, unless one partner has been authorized to sign for the partnership, in which case, evidence of such authority satisfactory to the Village shall be submitted.

If the Bidder is an individual, he shall sign the bid in person or by representative, stating the name or style, if any, under which he is doing business. If signing is by representative, its power of attorney or other authorization shall be attached thereto evidencing authority to sign the bid in the name of the person for whom it is signed.

In every case, the bid shall show the present business address of the Bidder, at which address communications will be received and service of notices accepted.

When the bid is executed by an agent of the Bidder, evidence of this authority to act as the Bidder's agent shall accompany the bid. The name of each person signing the bid shall be typed or printed below its signature.

## **17. CONTRACT BONDS**

The Contractor shall within fifteen days after delivery of the Notice of Award, furnish the Owner with a Contract Bond, in penal sums in the amount stipulated in this specification, conditioned upon the performance by the Contractor of all undertaking, covenants, terms, conditions, and agreements of the Contract Documents, and upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the work provided by the Contract Documents. Such bonds shall be executed by the Contractor and a corporate bonding company licensed to transact such business in Illinois and name shall be on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these bonds shall be borne by the Contractor. If at any time a surety on any such bond is declared bankrupt or loses its rights to do business in Illinois or is removed from the list of surety Companies accepted on Federal Bonds, the Contractor shall within fifteen days after notice from the Owner to do so, substitute an acceptable bond (or bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments will be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the Owner. All bonds shall remain in full force and effect through the guarantee period.

The Contractor shall utilize the Contract Bond form contained within the Contract Documents.

The Contractor shall provide, at its expense, separate bonds written in favor of the Village. The Contract Bond shall be in a penal sum of 100% of the Contract amount. The Contract Bond shall serve as security for faithful performance of the work and shall comply with requirements of the Illinois Prevailing Wage Act.

The Surety named in the Contract Bond must be licensed to do business in the State of Illinois and must be acceptable to the Village.

The Contractor shall file with the Village, certification that the insurance/bonding agencies have current power to bond. The Power of Authority shall be in the form approved by the Village indicating the local agency is under current Contract to issue bonds, etc.

## 18. INSURANCE REQUIREMENTS

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

### A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village named as additional insured on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements: ISO Additional Insured Endorsement CG 20 10 (Exhibit A) or CG 20 26 (Exhibit B) and CG 20 01 04 13 (Exhibit C). CG 20 37 - Completed Operations – **(Required if box is checked ☐ )**; and

- 1) Owners and Contractors Protective Liability (OCP) policy with the Village as insured **(Required if box is checked ☐ )**; and
- 2) Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."
- 3) Workers' Compensation as required by the Workers' Compensation Act of the State of Illinois and Employers' Liability insurance. **(Coverage required for employee exposure to lead, if box is checked ☐ )**.
- 4) Builder Risk Property Coverage with Village as loss payee - **(Required if box is checked ☐ )**.

- 5) Environmental Impairment/Pollution Liability Coverage for pollution incidents as a result of a claim for bodily injury, property damage or remediation costs from an incident at, on or migrating beyond the contracted work site. Coverage shall be extended to Non-Owned Disposal sites resulting from a pollution incident at, on or mitigating beyond the site; and also provide coverage for incidents occurring during transportation of pollutants. - **(Required if box is checked ☐).**

**B. Minimum Limits of Insurance**

Contractor shall maintain limits no less than the following: **(if required under above Scope of Insurance)**

- 1) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
- 2) Owners and Contractors Protective Liability (OCP): \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- 3) Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- 4) Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.
- 5) Builder's Risk: Shall insure against "All Risk" of physical damage, including water damage (flood and hydrostatic pressure not excluded), on a completed replacement cost basis.
- 6) Environmental Impairment/Pollution Liability: \$1,000,000 combined single limit per occurrence for bodily injury, property damage and remediation costs.

**C. Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officials, employees, agents and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

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**D. Other Insurance Provisions**

The policies are to contain, or be endorsed to contain, the following provisions:

**1) General Liability and Automobile Liability Coverages**

- a. The Village, its officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of the Contractor's work, including activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, agents, employees and volunteers.
- b. The Contractor's insurance coverage shall be primary and non-contributory as respects the Village, its officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Village, its officials, employees, agents and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, employees, agents and volunteers.
- d. The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against who claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Contractor shall be required to name the Village, its officials, employees, agents and volunteers as additional insureds.
- f. All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
- g. The contractor and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by Village. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as *Kotecki v. Cyclops Welding*.



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2) Workers' Compensation and Employers' Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Village, its officials, employees, agents and volunteers for losses arising from work performed by Contractor for the municipality.

NCCI Alternate Employer Endorsement (WC 000301) in place to ensure that workers' compensation coverage applies under contractor's coverage rather than Village's, if the Village is borrowing, leasing or in day-to-day control of contractor's employee. **(Required if box is checked ☐).**

3) Professional Liability **(Required if box is checked ☐)**

a) Professional liability insurance with limits not less than \$1,000,00 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the contract, with a deductible not-to-exceed \$50,000 without prior written approval.

b) If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the contract. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Contractor shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.

c) Provide a certified copy of actual policy for review.

d) Required Coverage (architect, engineer, surveyor, consultant): Professional liability insurance that provides indemnification and defense for injury or damage arising out of acts, errors, or omissions in providing the following professional services, but not limited to the following:

- i. Preparing, approving or failure to prepare or approve maps, drawings, opinions, report, surveys, change orders, designs or specifications;
- ii. Providing direction, instruction, supervision, inspection, engineering services or failing to provide them, if that is the primary cause of injury or damage.

4) All Coverages

a) No Waiver. Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:

- i. Allowing work by Contractor or any subcontractor to start before receipt of Certificates of Insurance and Additional Insured Endorsements.



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ii. Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.

b) Each insurance policy required shall have the Village expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

E. Acceptability of Insurers

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

F. Verification of Coverage

Contractor shall furnish the Village with certificates of insurance naming the Village, its officials, employees, agents and volunteers as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village before any work commences. The following additional insured endorsements may be utilized: ISO Additional Insured Endorsements CG 20 10 or CG 20 26 and CG 20 01– Primary and Non-Contributory, and CG 20 37– Completed Operations, where required. The Village reserves the right to request full certified copies of the insurance policies and endorsements.

G. Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

H. Assumption of Liability

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

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## **19. INDEMNITY/HOLD HARMLESS PROVISION**

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

Contractor expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its officials, employees and agents as herein provided.

The Contractor further agrees that to the extent that money is due the Contractor by virtue of this contract as shall be considered necessary in the judgment of the Village, may be retained by the Village to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village.

## **20. SAFETY/LOSS PREVENTION PROGRAM REQUIREMENTS**

- A. Successful bidder will provide written confirmation that a safety/loss prevention program was in place at least 90 days prior to submitting the bid proposal.
- B. Evidence of completed employee safety training can be provided.

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## **21. SAFETY/LOSS PREVENTION REGULATORY REQUIREMENTS**

- A. Successful bidder must comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the work. Included within the scope of the laws, regulations, and rules referred to in this paragraph but in no way to operate as a limitation, are Occupational Safety & Health Act (OSHA), Illinois Department of Labor (IDOL), Department of Transportation, all forms of traffic regulations, public utility, Intrastate and Interstate Commerce Commission regulations, Workers' Compensation Laws, Prevailing Wage Laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Department of Human Rights, Human Rights Commission, or EEOC statutory provisions and rules and regulations.
- B. Evidence of specific regulatory compliance will be provided by bidder, if required by owner.

## **22. CONSTRUCTION SCHEDULE**

At the project pre-construction meeting, the Contractor shall submit for review and approval by the Engineer, a detailed Construction Schedule that shall clearly indicate the sequential procedure of work proposed to be followed to complete the Work as required by the Contract Documents.

The Construction Schedule shall depict all work components and essential activities, the time required for the completion of each of the activities, and the sequence and interdependence of each of the activities in a project timetable which will translate each project day into an ordinary calendar day. The Contractor shall maintain the Construction Schedule, and shall submit an updated schedule to the Engineer once monthly for review. No separate payment will be made to the Contractor for the creation and maintenance of the Construction Schedule. In preparing the Construction Schedule, the Contractor shall follow the required completion date, calendar days, or additional Special Provisions as specified relating to the Construction Schedule.

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**23. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (Required by the Illinois Fair Employment Practices Commission as a Material term of all public contracts):**

In the event the contractor(s) or vendor(s) is(are) in noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Fair Employment Practices Act or the Fair Employment Practices Commission's Rules and Regulations for public contracts, the contractor and/or vendor may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

During the performance of this contract, the contractor and/or vendor agree(s) as follows:

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such under-utilization.
- B. That, if it hires additional employees in order to perform this contract, or any portion thereof, it will determine the availability (in accordance with the Commission's Rules and Regulations of Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit, and it will hire for each job classification for which employees are hired in such a way that minorities and women are not under-utilized.
- C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry.
- D. That, it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Illinois Fair Employment Practices Commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations there under.

- E. That, it will submit reports as required by the Illinois Fair Employment Practices Commission's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Commission or the contracting agency, and in all respects comply with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.
- F. That, it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Illinois Fair Employment Practices Commission for purposes of investigation to ascertain compliance with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.
- G. That, it will include verbatim or by reference, the provisions of paragraphs a and g of this clause, in every performance subcontract as defined in Section 2.10 (b) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor; and that it will also include the provisions of paragraphs a, e, f and g in every supply subcontract as defined in Section 2.10(a) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by all its subcontractors; and further he will promptly notify the contracting agency and the Illinois Fair Employment Practices Commission in the event any subcontractor fails or refuses to comply therewith. In addition, no contractor will utilize any subcontractor declared by the Commission to be non-responsible and therefore ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivision or municipal corporations.

With respect to the two types of subcontracts referred to under Paragraph g of the equal employment opportunity clause above, following is an excerpt of Section 2 of the FEPC's Rules and Regulations for Public Contracts:

Section 2.10 The term "Subcontract means any agreement, arrangement or understanding, written or otherwise, between a contractor and any person (in which the parties do not stand in the relationship of an employer and an employee):

- i. for the furnishing of supplies or services or for the use of a real or personal property, including lease arrangements, which, in whole or in part, is utilized in the performance of any one or more contracts; or
- ii. under which any portion of the contractor's obligation under any one or more contracts is performed, undertaken or assumed."

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#### **24. COMPLIANCE WITH TOXIC SUBSTANCES DISCLOSURE TO EMPLOYEE'S ACT**

Bidders are responsible for insuring that any materials purchased by the Village as a result of this bidding process, or subsequent to the award of a purchase order which are covered by the Toxic Substances Disclosure to Employees Act, will be labeled to meet all requirements of that Act. In addition, the Contractor will be responsible for providing Material Safety Data Sheets (MSDS) to the Village, either at the time the materials are delivered or in conjunction with the invoice for those materials. Vendors agree to cooperate with the Village and to provide any and all necessary information that may be required by the Act or State Agencies engaged in the administration and/or enforcement of the Toxic Substances Disclosure to Employees Act.

#### **25. CERTIFICATION OF BIDDER COMPLIANCE WITH STATE PROCUREMENT REGULATIONS**

All bidders and subcontractors must be eligible to bid pursuant to Chapter 38, Section 33E of the Illinois Revised Statutes, 1989, barring the bidder from this contract as a result of a conviction for the violation of State of Illinois law prohibiting bid rigging or bid rotating and that the bidder is not in violation pursuant to Chapter 24, Section 11-42.1-1 of the Illinois Revised Statutes, 1989, being delinquent in the payment of any tax administered by the Illinois Department of Revenue.

#### **26. PREVAILING WAGE**

☐ **Applicable if box is checked.**

This contract is subject to the Illinois Prevailing Wage Act, 820 ILCS 130/01 *et seq.* ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record-keeping duties.

#### **27. EMPLOYMENT OF ILLINOIS WORKERS**

This contract is funded or financed in whole or in part with State funds or funds administered by the State of Illinois, and therefore the Contractor shall comply with Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 *et seq.*) as amended from time to time.

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## **28. SUBSTANCE ABUSE PREVENTION**

The Contractor shall comply with and cause all subcontractors to comply with the requirements and provisions of the Illinois Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1 *et.seq.*)

## **29. INTEREST OF PUBLIC OFFICIALS OR EMPLOYEES**

No officer or employee of the Village, or the governing body of the Village, who exercises any responsibilities with respect to the purchase to be made shall during its tenure in office has any interest, direct or indirect, in any contract or purchase order issued as a result of this bidding process.

## **30. SUBLETTING OR ASSIGNING THE CONTRACT**

The Contractor shall not be allowed to hire any subcontractor to do any electrical work and shall perform all electrical work with its own organization but may be allowed to subcontract the work other than electrical such as concrete and steel work. "Its own organization" shall be construed to include only workmen employed and paid directly by the Contractor and equipment owned or rented by it with or without operators.

## **31. NON-COLLUSION IN PREPARING BIDS**

The bidder by offering its signature to this proposal agrees to the following, "Bidder certifies that this bid is made without any previous understanding, agreement or connection with any person or firm or corporation making a bid for the same items and is in all respects fair without outside control, collusion, fraud or other illegal action."

## **32. RESPONSIVENESS AND RESPONSIBILITY**

The proposed Contract is not intended by any of the provisions of any part of the Contract to create for the public or any Village thereof a third-party beneficiary, or to authorize anyone not a part of this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract.

After submitting a bid, if a Bidder transfers all of its assets or that part of its assets related to the bid during the period between the bid opening and the award, the transferee may not take over the bid and the bid shall be rejected.

The duties, obligations, and responsibilities of the parties to this Contract with respect to third parties shall remain as imposed by law.

## **33. CONTRACTOR LICENSING**

The Contractor must be licensed to do business within the State of Illinois.



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#### **34. EXAMINATION OF PREMISES, MEASUREMENTS, ELEVATIONS**

Contractor shall verify all measurements and center lines in which he shall be responsible for the correctness of same and will examine the premises and satisfy itself as to the existing conditions under which he will be obliged to work. Failure of the Contractor to notify, in writing, of any conditions or measurements making it impossible to carry out the work as shown and specified, will be construed as meaning no such conditions exist and no additional monies will be added to the Contract.

No claim whatsoever will be allowed to any Contract for changes, extra work or material, not included in the Bidder's original bid, or for a greater amount of money than the Contract states is to be paid, for any reason, including, but not limited to subsurface or latent physical conditions, or unknown physical conditions at the site unless the change in or addition to the work, and/or change in the amount of money to be paid to the Bidder is first ordered in writing by the Engineer and the additional price paid is agreed to in writing by the Engineer and Bidder. The Bidder is responsible for making a full examination of the Site of the proposed work, the bid documents, specifications, general conditions, plans, special provisions, and Contract forms for submitting its bid. The Bidder is responsible for fully informing itself as to the quality and quantity of materials required, and the character of the work to be performed. The Bidder shall further make an investigation into the Site prior to submitting its bid.

#### **35. CONFLICTS OF PLANS AND SPECIFICATIONS**

Where discrepancies exist in the quantity or quality of materials or workmanship, or in the utilization of manufacturers' product names to establish a standard of quality, as shown on the plans and called for in the specifications, the Bidder shall request clarification in writing to the Engineer, via fax to (847) 965-9511 no less than five days prior to bid opening.

If the Bidder discovers that any workmanship or materials are needed which are not directly or indirectly noted in the Contract Documents, but which are necessary to the proper completion of the project according to the obvious intent thereof, the Bidder shall understand the same to be implied and shall notify the Engineer in writing, via fax to (847) 965-9511 no less than five days prior to bid opening, and provide for it in its bid as fully as if it were noted or described.

#### **36. ALTERATIONS, CANCELLATIONS, EXTENSIONS, AND DEDUCTIONS**

Prior to the award of the Contract, the Village reserves the right to, reduce and/or omit any items or alternate subsections as set forth in these Contract Documents.



The Village reserves the right to alter the plans, extend or shorten the improvement, add such work as may be necessary, and increase or decrease the quantities of work to be performed to accomplish such changes, including the deduction or cancellation of any one or more of the Unit Price items, or cancellation of the Contract.

After the award of the Contract, all such changes must be made in writing, signed by the Village Administrator, Director of Public Works, Engineer and the Contractor for the amount of change as agreed to by all parties. Verbal instructions for changes or extra work shall not be honored. Any additional work required by other Public Authorities shall be changed in the same manner. All changes in the amount of \$25,000.00 or greater must be approved by a resolution of the Village Board of Trustees.

### **37. BASIS OF PAYMENT**

The Contractor will be paid for work completed at the unit prices listed in the Contractor's proposal. Application for payment from the Contractor shall be done in accordance with the Standard Specifications and this provision. Written application for payment for completed work shall be submitted to the Engineer not more than once monthly on a date specified by the Village.

The Contractor shall submit with each payment request the Contractor's partial waiver of lien for the full amount of the requested payment. Beginning with the second payment request, and with each succeeding payment request, the Contractor shall submit partial waivers of lien for each subcontractor and supplier showing that the amount paid to date to each is at least equivalent to the total value of the subcontractor's work, less retainage, included on the previous payment request. The Contractor's request for final payment shall include the Contractor's final waiver of lien which shall be for the full amount due under the oContract, including any change orders thereto, and final waivers of lien from all subcontractors and suppliers for which final waivers of lien have not previously been submitted. **The Contractor shall contact the Engineer no later than 15 days after the completing of work to schedule a time to verify the quantities before submitting the written application for final payment. If the Contractor fails to do so, the Engineer's determination will be made final.**

All items that are not specifically shown on the plans or in the summary of quantities, but can reasonably be interpreted to be included in the work described shall be incidental to the cost of the contract.

Failure of the Contractor to submit correct waivers of lien at the required time will cause a delay in payment.

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### **38. PROJECT ACCEPTANCE PROCEDURES**

When all final pay item quantities are agreed upon between the Engineer and the Contractor, a final invoice shall be submitted by the Contractor, complete with all required waivers of lien and surety. Approval of the final pay estimate by the Engineer shall constitute acceptance of the project by the Village, and written notice of such action shall be given to the Contractor. The date of approval of the final pay estimate shall be the Date of Acceptance, and shall also be the date of the Start of Guarantee.

Prior to the required date(s) of Substantial Completion, a partial project acceptance may be granted in accordance with the foregoing procedure for entire project acceptance, with the exception that the pay estimate for the quantities of items included in the partial project acceptance shall not be the final pay estimate for the entire project. In the case of the Village's acceptance of any portion of the work as may be required because of the inclusion of a Date of Substantial Completion requirement, or for other reasons as may be agreed to by the Village, such partial acceptance action shall not constitute acceptance of any other portion of the project not noted in the written notice of partial acceptance which shall be provided to the Contractor by the Engineer.

### **39. GENERAL GUARANTEE**

Neither the final certificate of payment nor any provision in the Contract Documents, nor partial or entire occupancy of the premises by the Village, shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting there from, which shall appear within a period of one year from the date of final acceptance of the work unless a longer period is specified. The Village will give notice of observed defects with reasonable promptness. The Contractor shall guarantee all materials and workmanship as defined in the Contract Bond requirements.

Unless otherwise amended in writing by the Engineer, the date of the Start of any Guarantees and, Warranties shall be coincident with Date of Acceptance of the entire project.

### **40. TERMINATION OF CONTRACT**

The Village reserves the right to terminate the whole or any part of this Contract, upon written notice to the Contractor, in the event that sufficient funds to complete the Contract are not appropriated by the Village Board of Trustees.

The Village further reserves the right to terminate the whole or any part of this Contract, upon written notice to the Contractor, in the event of default by the Contractor, in accordance with the Standard Specifications. Default is defined as failure of the Contractor to perform any of the provisions of this Contract, or failure to make sufficient progress so as to endanger performance of this Contract in accordance with its terms. In the event of default and termination, the Village may procure, upon such terms and in such manner, as the Village may deem appropriate, supplies or services similar to those so terminated.

The Contractor shall be liable for any excess costs for such similar supplies or service unless acceptable evidence is submitted to the Village that failure to perform the Contract was due to causes beyond the control and without the fault or negligence of the Contractor.

#### **41. LIQUIDATED DAMAGES**

Should the Contractor fail to complete the work, including cleaning up, to the point of final acceptance of the work by the Engineer within the time specified in the Contract Documents for the Date of Completion and/or Date(s) of Substantial Completion, and agreed upon by the Contractor by accepting the Contract, or within such extra time as may be allowed in accordance with the Contract Documents, there shall be deducted from any monies due the Contractor, or that may become due the Contractor, the sum(s) of money specified in the Contract Documents per day for each and every calendar day, including Sundays and holidays defined in Article 107.09 of the Standard Specifications, that the work remains uncompleted. The value of the Liquidated Damages will be in accordance with the Article 108.09 Standard Specifications.

Permitting the Contractor to continue and finish the work, or any part of it after the time fixed for its completion, or after the date to which the time of completion may have been extended shall in no way operate as a waiver on the part of the Village of any of its rights under the Contract. The Village reserves the right to charge the Contractor any legal fees incurred by the Village in association with this Contract. These amounts will be separate from the liquidated damages.

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## **42. UTILITY LOCATION**

The Contractor must exercise extreme caution while working around existing utilities. The Contractor shall notify JULIE (800) 892-0123 and the Village's Public Works Department, (847) 470-5235, a minimum of 48 hours before commencing construction for utility locations within the scope of the project. It is recommended that the Contractor conduct a joint utility meet. It is the responsibility of the Contractor to contact all agencies that may or may not be part of the JULIE system to verify the location of their facilities.

The Village does not guarantee the accuracy or completeness of this information. The Contractor shall make its own investigation to determine the existence, nature, and location of all utility lines and appurtenances within the limits of the improvement. The Contractor shall locate all utilities far enough in advance to avoid all conflicts in grade separation between existing utilities and the proposed improvements. If the Contractor encounters a conflict between the proposed improvements and existing utility that was not located in advance by the Contractor, then the Contractor shall at no cost to the Village, relocate the proposed improvements and/or the utility to avoid the conflict.

The Contractor will be required to cooperate with all utility companies involved in connection with the removal, temporary relocation, reconstruction or abandonment by these companies of any and all services or facilities owned or operated by them within the limits of this improvement.

When the Contractor discovers a utility has not been adjusted by the owner or the owner's representative as indicated in the contract documents, or the utility is not shown on the plans or described in the Special Provisions as to be adjusted in conjunction with construction, the Contractor shall not interfere with said utility, and shall take proper precautions to prevent damage or interruption of the utility and shall promptly notify the Engineer of the nature and location of said utility.

All drainage structures are to be kept free of any debris resulting from the Contractor's operations. All work and material necessary to prevent accumulation of debris in the drainage structures will be considered as incidental to the Contract. Any accumulation of debris in the drainage structures resulting from the Contractor's operations shall be removed at the Contractor's expense.

No extra compensation will be allowed to the Contractor for any expense incurred by complying with these requirements or because of delays, inconvenience, or interruptions in its work resulting from the failure of any utility company to remove, relocate, reconstruct, or abandon their services. The Contractor shall be responsible for prompt and timely removal, relocation, reconstruction, or abandonment of their facilities by all utility companies involved, and the coordination of its own work with that of these companies to the end that work on this improvement is not delayed because of necessary changes in the existing utilities, public or private.

Any potholing, pavement patching, excavation, backfilling, traffic control, or any other items of work required to determine the location and depth of the utilities, shall be considered included in the costs of the pay items associated with the construction of the water main.

#### **43. NOTIFICATION OF WORK**

The Contractor shall notify the Engineer 48 hours prior to commencement of work and 24 hours prior to each inspection at (847) 470-5235.

#### **44. CONSTRUCTION OPERATIONS**

Except for emergencies, construction operations shall be performed Monday through Friday between the hours of 7:00 A.M. and 5:00 P.M. Any changes to this schedule will not be accepted unless approved by the Engineer.

A. In order to minimize the effect of construction noise on the area surrounding the improvement, the Contractor and its subcontractors shall comply with requirements of the Standard Specifications and the following requirements.

Construction operations shall be confined to the daylight hours between 7:00 A.M. and 5:00 P.M. Monday through Friday. No work of any kind shall be done on Saturdays or Sundays in residential areas unless previously approved by the Engineer. These time restrictions shall not apply to maintenance or operation of safety and traffic control devices such as barricades, signs, and lighting or to construction of an emergency nature.

If the Contractor requires additional time to complete a portion of the work on any given day or if it foresees the need to work extended hours for a number of days to comply with the construction schedule, it must receive written approval of the Engineer.

- B. The Contractor shall take all precautions necessary to protect the general public and its employees from hazardous locations that might occur within the limits of the improvement. All trench openings and other construction openings extending below the pavement sub-grade shall be fenced off with an adequately supported fence around the entire opening at all times when actual construction is not in progress at the opening location. In addition, any opening left overnight will require lighted barricades and proper signing to adequately warn all motorists and pedestrians.

The duty of the Engineer is to inspect all work done and materials furnished and to suspend any work that is not being performed in accordance with the Contract. This duty does not include review or approval of the adequacy of the Contractor's safety measures, methods, and bracing of excavated trenches in, on or near the construction site.

- C. It shall be the Contractor's responsibility to protect open cut trenches as may be required by OSHA, Illinois Department of Labor, State or Federal Law.

Trenches in pavements or in close proximity to the improved streets or roadways shall be sheeted or braced in substantial and effective manner. Sheeting may be removed after backfilling has been completed to such an elevation as to permit its safe removal. Sheeting and bracing left in place must be removed for a distance of 3 feet below the established street grade. The cost of furnishing, placing, and removing sheeting and/or bracing shall be incidental to construction and included in the Contract Unit Price for the work being done.

- D. The Contractor shall schedule and conduct its operations so that the closure time of existing driveways along the route of the improvement is kept to a minimum. All homeowners shall be given a minimum 24 hours written notice prior to initial removal of their driveway apron. The Contractor shall make every effort to keep driveways open including temporary grading and placement of gravel.
- E. Beginning on the date that the Contractor begins work on this project, it shall assume responsibility for normal maintenance of all existing roadways within the limits of the improvement. This normal maintenance shall include all repair work deemed necessary by the Engineer. The Contractor as required by the Engineer will provide traffic control and protection for this work. Any driveway that has been removed shall be reconstructed within two days.

The work involved in maintaining the existing pavement and shoulders will not be paid for separately at the Contract Unit Prices for the various items of work involved, unless otherwise specified elsewhere in these Special Provision.

If items of work have not been provided for in the Contract, or are not otherwise specified for payment, such items will be paid for in accordance with the Standard Specifications.

#### **45. LOCAL ORDINANCES**

The Contractor shall comply with all laws, ordinances and regulations governing the Village.

#### **46. PERMITS**

The Contractor shall obtain all the necessary permits to facilitate construction of the project. The Contractor shall comply with all requirements of the necessary permits for the project. All required insurance and/or bonds shall be provided by the Contractor as may be required by the permitting agency.

#### **47. EASEMENT AND ACCESS AGREEMENTS**

The Village will obtain easements and access agreements for all work to be performed within private property (outside public right-of-way). Working easements shall be staked by the Village prior to commencement of construction. Extreme caution shall be exercised to protect public or private existing trees, bushes, and gardens, fences, signs, light posts, utilities, etc., within or near the limits of all work. This shall be considered incidental to the Contract.

#### **48. CLEANING**

During construction, the Contractor and its subcontractors shall remove from the premises, rubbish, waste material, and accumulations, and shall keep the premises clean. **The Contractor shall keep the premises clean during construction to the satisfaction of the Engineer. This work shall be considered incidental to the Contract.**

#### **49. BUSINESS/RESIDENT NOTIFICATION**

The Contractor shall not close any street or private driveway without the consent of the Engineer, or representative of the Engineer, and the proper notification of the affected business/resident. The Contractor shall coordinate with the private businesses and residents as to any impact the work may have on their utilities.

#### **50. SUPERVISION**

The Contractor shall supervise and direct the work and will be solely responsible for the means, methods, techniques, sequences and procedures of construction and the safety precautions and programs.



The Contractor shall designate, at the pre-construction meeting, the employee to be assigned as Project Supervisor. The Project Supervisor shall be required to assume the responsibility for general supervision of the Contractor's and any subcontractor's operations. The Village reserves the right to reject any project supervisor due to past performance or the inability to properly perform the required work.

## **51. CONTROL OF WORK**

The Engineer will be responsible for the control of the work in conformance with Section 105 of the Standard Specifications including applicable Supplemental Specifications and Recurring Special Provisions.

- A. The Engineer may furnish the Contractor with the names of representatives of the Village who will be available to confer with or to advise the Contractor in administrative and technical matters.
- B. The Engineer may make frequent investigations and periodic inspections of the respective systems and installations to determine if all maintenance operations are being performed by the Contractor promptly and satisfactorily and in the manner specified in this Contract.

## **52. CONTRACTOR'S RECORDS**

Any records required to be maintained by the Contractor, under terms of the Contract, as well as any other records of the Contractor which form the basis of affidavits, invoices, or bills made by the Contractor under this Contract shall be open to inspection and verification by the Village.

Each contractor and subcontractors shall maintain and keep up to date a set of "Record Drawings" showing all changes from the original plans. All contractors and subcontractors shall deliver the "Record Drawings" to the Engineer at the conclusion of the project.



## Exhibit A

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 10 12 19

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### **SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location(s) Of Covered Operations</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

GP-29

## Exhibit B

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 26 04 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### **ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### **SCHEDULE**

**Name Of Additional Insured Person(s) Or Organization(s):**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

GP-30

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY –  
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

## Exhibit C

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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**INDEX FOR SPECIAL PROVISIONS**

1. PROJECT DESCRIPTION .....	2
2. DELIVERY LOCATION .....	2
3. PROJECT TIMING .....	2
4. DELIVERY .....	2
1. TREE .....	2

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## **SPECIAL PROVISIONS**

### **1. PROJECT DESCRIPTION**

The work included in this Contract shall consist of furnishing all the materials, labor, equipment and incidentals required for furnishing and delivering single-stem container trees of the variety described in the Special Provisions, and all other incidental work necessary to complete this improvement according to the Contract Documents.

### **2. DELIVERY LOCATION**

The product shall be delivered to:

Public Works Facility  
Village of Morton Grove  
7840 Nagle Avenue  
Morton Grove, Illinois

### **3. PROJECT TIMING**

The Contractor shall receive and process an order from the Village on the START DATE and deliver all ordered product on the COMPLETION DATE, unless the period for completion is modified by change order.

START DATE: May 14, 2025

COMPLETION DATE: May 18, 2025

### **4. DELIVERY**

The Village can provide off-loading capability of the product.

#### **1. TREE**

Trees shall calibrate at not less than 1-1/2-inche diameter, which is measured at 6 inches above ground level. Larger trees may be substituted but shall not increase the contract price. The root collar shall be apparent at the surface of the root ball. The trunks of the trees to be straight and the root collar to be visible at the surface during the duration of the guarantee period.

All trees shall be grown and delivered in a container. Upon delivery, any trees with broken or loose root balls, damaged stems, or broken limbs will be rejected by the Village.

The Contractor shall replace, at no cost, trees that are deemed unacceptable by the Village within the guarantee time period. For trees to be acceptable they must be free of dead and dying branches and foliage must be of normal color and abundance. Replacement trees shall match the specifications of the original contract. Substitutions may only be made when transplanting conflicts with good arboriculture practices and requires approval by the Village.

Contractor shall guarantee all trees to be healthy and vigorous for one year from the date of acceptance. When the work is performed in the spring and fall, trees shall be guaranteed for one year from the date that the last tree is accepted. The guarantee period for all trees shall conclude at the same time. If the replacement tree is determined by the Village to not be healthy and not be vigorous following acceptance and during the guarantee period, the Village may elect to receive a refund for the full value of that item in place of an additional replacement tree.

The Village reserves the right to increase or decrease the quantity of trees in the contract. Trees of like species as those in the contract shall be furnished and planted according to the schedule of prices included in the contract.

An acceptable Redpoint Maple tree will be paid for at the contract unit price per each for ACER RUBRUM (REDPOINT MAPLE). An acceptable Accolade Elm tree will be paid for at the contract unit price per each for ULMUS 'MORTON' (ACCOLADE ELM).



Local Public Agency

County

Section Number

Morton Grove

Cook

☐ Check this box for lettings prior to 01/01/2025

The Following Recurring Special Provisions Indicated By An "X" Are Applicable To This Contract And Are Included By Reference:

Recurring Special Provisions

<u>Check Sheet #</u>			<u>Page No.</u>
1	<input type="checkbox"/>	Additional State Requirements for Federal-Aid Construction Contracts	79
2	<input type="checkbox"/>	Subletting of Contracts (Federal-Aid Contracts)	82
3	<input type="checkbox"/>	EEO	83
4	<input type="checkbox"/>	Specific EEO Responsibilities Non Federal-Aid Contracts	93
5	<input type="checkbox"/>	Required Provisions - State Contracts	98
6	<input type="checkbox"/>	Asbestos Bearing Pad Removal	104
7	<input type="checkbox"/>	Asbestos Waterproofing Membrane and Asbestos HMA Surface Removal	105
8	<input type="checkbox"/>	Temporary Stream Crossings and In-Stream Work Pads	106
9	<input type="checkbox"/>	Construction Layout Stakes	107
10	<input type="checkbox"/>	Use of Geotextile Fabric for Railroad Crossing	110
11	<input type="checkbox"/>	Subsealing of Concrete Pavements	112
12	<input type="checkbox"/>	Hot-Mix Asphalt Surface Correction	116
13	<input type="checkbox"/>	Pavement and Shoulder Resurfacing	118
14	<input type="checkbox"/>	Patching with Hot-Mix Asphalt Overlay Removal	119
15	<input type="checkbox"/>	Polymer Concrete	121
16	<input type="checkbox"/>	Reserved	123
17	<input type="checkbox"/>	Bicycle Racks	124
18	<input type="checkbox"/>	Temporary Portable Bridge Traffic Signals	126
19	<input type="checkbox"/>	Nighttime Inspection of Roadway Lighting	128
20	<input type="checkbox"/>	English Substitution of Metric Bolts	129
21	<input type="checkbox"/>	Calcium Chloride Accelerator for Portland Cement Concrete	130
22	<input type="checkbox"/>	Quality Control of Concrete Mixtures at the Plant	131
23	<input type="checkbox"/>	Quality Control/Quality Assurance of Concrete Mixtures	139
24	<input type="checkbox"/>	Reserved	155
25	<input type="checkbox"/>	Reserved	156
26	<input type="checkbox"/>	Temporary Raised Pavement Markers	157
27	<input type="checkbox"/>	Restoring Bridge Approach Pavements Using High-Density Foam	158
28	<input type="checkbox"/>	Portland Cement Concrete Inlay or Overlay	161
29	<input type="checkbox"/>	Portland Cement Concrete Partial Depth Hot-Mix Asphalt Patching	165
30	<input type="checkbox"/>	Longitudinal Joint and Crack Patching	168
31	<input type="checkbox"/>	Concrete Mix Design - Department Provided	170
32	<input type="checkbox"/>	Station Numbers in Pavements or Overlays	171



Morton Grove

Cook

The Following Local Roads And Streets Recurring Special Provisions Indicated By An "X" Are Applicable To This Contract And Are Included By Reference:

Local Roads And Streets Recurring Special Provisions

<u>Check Sheet #</u>		<u>Page No.</u>
LRS 1	<b>Reserved</b>	173
LRS 2	<input type="checkbox"/> Furnished Excavation	174
LRS 3	<input type="checkbox"/> Work Zone Traffic Control Surveillance	175
LRS 4	<input type="checkbox"/> Flaggers in Work Zones	176
LRS 5	<input checked="" type="checkbox"/> Contract Claims	177
LRS 6	<input type="checkbox"/> Bidding Requirements and Conditions for Contract Proposals	178
LRS 7	<input checked="" type="checkbox"/> Bidding Requirements and Conditions for Material Proposals	184
LRS 8	<b>Reserved</b>	190
LRS 9	<input type="checkbox"/> Bituminous Surface Treatments	191
LRS 10	<b>Reserved</b>	195
LRS 11	<input type="checkbox"/> Employment Practices	196
LRS 12	<input type="checkbox"/> Wages of Employees on Public Works	198
LRS 13	<input type="checkbox"/> Selection of Labor	200
LRS 14	<input type="checkbox"/> Paving Brick and Concrete Paver Pavements and Sidewalks	201
LRS 15	<input type="checkbox"/> Partial Payments	204
LRS 16	<input type="checkbox"/> Protests on Local Lettings	205
LRS 17	<input type="checkbox"/> Substance Abuse Prevention Program	206
LRS 18	<input type="checkbox"/> Multigrade Cold Mix Asphalt	207
LRS 19	<input type="checkbox"/> Reflective Crack Control Treatment	208

## Legislative Summary

### Resolution 25-48

#### **AUTHORIZING AN AGREEMENT BETWEEN THE VILLAGE OF MORTON GROVE AND MGT IMPACT SOLUTIONS, LLC, OF CHICAGO, IL. FOR INTERIM ADMINISTRATIVE SUPPORT SERVICES**

<b>Introduced:</b>	June 10, 2025
<b>Purpose:</b>	To authorize the Village Administrator to execute a contract with MGT Impact Solutions, LLC of Chicago, for interim administrative support services.
<b>Background:</b>	The Department of Public Works is recruiting qualified candidates to backfill the recently vacated Administrative Assistant position and to support other organizational changes within the Department. Utilizing a third-party independent contractor for these administrative services in the interim has allowed vital Public Works functions to continue. The Village of Morton Grove has engaged MGT Impact Solutions, LLC., to perform these administrative support services for the last three months. These services have been satisfactory to the Village, and the Village Administrator and Director of Public Works recommend that the Village retain MGT Impact Solutions, LLC until a qualified Administrative Assistant and Management Analyst is hired, or July 21, 2025, whichever occurs first. This Resolution will authorize the Village Administrator to negotiate and execute a contract with MGT Impact Services, LLC, for interim administrative services until the Village hires the Administrative Assistant and Management Analyst. The planned end date of this support requirement is estimated to be July 21, 2025 and for an amount not to exceed \$33,000.
<b>Groups Affected</b>	Department of Public Works
<b>Fiscal Impact:</b>	MGT Impact Solutions, LLC will bill the Village \$75.40/hour.
<b>Source of Funds:</b>	2025 General Account Number 02-50-17-55-1160
<b>Workload Impact:</b>	The Department of Public Works will manage and implement this contract as part of its normal work activities.
<b>Administrator Recommendation:</b>	Approval as presented.
<b>Second Reading:</b>	Not Required
<b>Special Considerations or Requirements:</b>	None

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

## **RESOLUTION 25-48**

### **AUTHORIZING AN AGREEMENT BETWEEN THE VILLAGE OF MORTON GROVE AND MGT IMPACT SOLUTIONS, LLC, OF CHICAGO, IL. FOR INTERIM ADMINISTRATIVE SUPPORT SERVICES**

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

WHEREAS, the Department of Public Works is recruiting qualified candidates to backfill the recently vacated Administrative Assistant position and to support other organizational changes within the Department; and

WHEREAS, the Director of Public Works has determined that utilizing a third-party independent contractor for the administrative services in the interim will allow vital operational and administrative functions to continue; and

WHEREAS, the Village of Morton Grove has engaged MGT Impact Solutions, LLC. to perform administrative services for the Village for the last three months. These services have been satisfactory to the Village, and the Village Administrator and Director of Public Works recommend that the Village retain MGT Impact Solutions, LLC until an Administrative Assistant and Management Analyst is hired; and

WHEREAS, the Village Administrator has negotiated and recommends that the Corporate Authorities approve an agreement with MGT Impact Solutions, LLC, to provide such services until the Village hires an Administrative Assistant and Management Analyst.

WHEREAS, the planned end date of this support requirement is estimated to be July 21, 2025 and an amount not to exceed of \$33,000; and

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

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

SECTION 2: The Village Administrator is hereby authorized to negotiate and execute a contract with MGT Impact Solutions, LLC for interim administrative service to support the Department of Public Works.

SECTION 3: The Village Administrator, Director of Public Works and their designees are hereby authorized to take all steps necessary to implement and manage this Consulting Services Contract.

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

Passed this 10th day of June 2025.

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

Approved by me this 10th day of June 2025.

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

Attested and Filed in my office  
this 11th day of June 2025.

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

## Legislative Summary

### Resolution 25-49

# **AUTHORIZING AND APPROVING A CHANGE ORDER TO THE PROFESSIONAL SERVICE AGREEMENT BETWEEN RM SWANSON ARCHITECTS AND THE VILLAGE OF MORTON GROVE FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE MORTON GROVE METRA COMMUTER STATION**

<b>Introduced:</b>	June 10, 2025
<b>Purpose:</b>	To approve a change order to the Village's contract with RM Swanson Architects for additional construction management services for the reconstruction of the Metra Commuter Station located at 8501 Lehigh Ave.
<b>Background:</b>	<p>On January 10, 2022, pursuant to Resolution 22-02, the Village Board approved a Professional Service Agreement with RM Swanson Architects for architectural and related services for reconstructing the Metra Commuter Station at 8501 Lehigh Avenue. The Village plans to reconstruct the Metra station to include ADA improvements and enhancements to the surrounding platform, landscaping, parking lot, bicycle parking, and pedestrian safety upgrades. The new station will feature quality architecture, incorporate sustainable practices where feasible, and serve as an attractive gateway to the Village. The original Agreement authorized the expenditure of \$86,940. On July 25, 2023, pursuant to Resolution 23-30, the Village approved a change order for additional architectural services and other related work and services in the amount of \$50,000. On March 26, 2024, pursuant to Resolution 24-27, the Village Board approved a Change Order for additional architectural services and related additional engineering services related to stormwater management design, revisions to site grading, including the parking lot and platform, assistance preparing Metropolitan Water Reclamation District (MWRD), and other related work in amount not to exceed \$40,000.</p> <p>On February 13, 2024, pursuant to Resolution 24-18, the Village approved an amendment to the Professional Services Agreement to provide construction management services for \$54,000. The Village Administrator has determined that additional construction Management Services are warranted. This Resolution authorizes the Village Administrator to negotiate and execute change orders for these additional services for a price not to exceed \$42,000.00.</p>
<b>Departments Affected</b>	Administration, Public Works, and Community and Economic Development
<b>Fiscal Impact:</b>	\$42,000.00
<b>Source of Funds:</b>	Tax Increment Financing Funds – Account 14-10-79-57-1031
<b>Workload Impact:</b>	The Village Administrator and or his designees are hereby authorized to finalize and take all steps necessary to prepare and implement the change order.
<b>Admin Recommend:</b>	Approval as presented.
<b>Second Reading:</b>	Not Required.
<b>Special Consideration:</b>	None.

Submitted by: Charles L Meyer, Village Administrator

Reviewed by: Teresa Hoffman Liston, Corporation Counsel

Reviewed by: Brandon Nolin, Community Development Administrator

Reviewed by: Hanna Sullivan, Finance Director

Reviewed by: Michael Lukich, Director of Public Works

## **RESOLUTION 25-49**

### **AUTHORIZING AND APPROVING A CHANGE ORDER TO THE PROFESSIONAL SERVICE AGREEMENT BETWEEN RM SWANSON ARCHITECTS AND THE VILLAGE OF MORTON GROVE FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE MORTON GROVE METRA COMMUTER STATION**

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

WHEREAS the Morton Grove Metra station located at 8501 Lehigh Avenue, Morton Grove, Illinois 60053 is a commuter railroad station on Metra's Milwaukee District/North Line and sees an average of 967 boardings per week (based on 2018 data provided by Metra). The station was constructed in the 1970s and was last updated in the 1980s. Metra owns the station; and

WHEREAS, in 2021, the Village created the Lincoln/Lehigh Tax Increment Financing District. One of the Village’s goals in establishing this TIF District was to encourage improvement and enhancement of the Metra commuter rail station. To that end, the Village plans to reconstruct the Metra station, including ADA improvements and enhancements to the surrounding platform, landscaping, parking lot, bicycle parking, and pedestrian safety upgrades. The new station will feature quality architecture, incorporate sustainable practices, and include ADA-compliant improvements and enhancements to the surrounding platform, landscaping, parking lot, bicycle parking, and pedestrian safety upgrades. The new station will feature quality architecture, incorporate sustainable practices where feasible, and serve as an attractive gateway to the Village.

WHEREAS, in July 2021, the Village issued a Request for Qualifications seeking an architectural firm for this project. After reviewing six proposals and interviewing two qualified firms, Village staff selected RM Swanson Architects (“Swanson”) to provide architectural services for this project and;

WHEREAS, on January 10, 2022, pursuant to Resolution 22-02, the Village Board approved a Professional Service Agreement with RM Swanson Architects for \$82,800 for professional services and up to an additional 5% or \$4,140 for reimbursable expenses, totaling \$86,940; and

WHEREAS, on July 25, 2023 pursuant to Resolution 23-30, the Village Board approved a Change Order for architectural services related to photometric designs for the parking lot and for Lehigh Avenue, reconfiguration for the drainage and grading of the parking lot, additional configuration and design work for the rail platform, parking lot and new station for ADA compliance and to save construction cost, assistance preparing Metra documentation, and other related work and services in an amount not to exceed \$50,000; and

WHEREAS, on March 26, 2024, pursuant to Resolution 24-27, the Village Board approved a Change Order for architectural services related additional engineering services not contemplated by the original agreement associated with stormwater management design, revisions to site grading, including the parking lot and platform, assistance preparing Metropolitan Water Reclamation District (MWRD) plans and documentation, and other related work in amount not to exceed \$40,000; and

WHEREAS, on February 13, 2024, pursuant to Resolution 24-18, the Village Board approved an amendment to the Professional Services Agreement with R.M. Swanson Architects PC to provide construction management services for \$54,000.

WHEREAS, the Village Administrator has determined that additional construction Management Services are warranted to complete the remaining construction management services for the Metra Station; and

WHEREAS these additional services are not expected to cost more than \$42,000.00 and will require a change order to the original Agreement.

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

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

SECTION 2: The Corporate Authorities of the Village of Morton Grove hereby authorize the Village Administrator or his designee to negotiate and execute one or more change orders to the Professional Service Agreement between RM Swanson Architects and the Village of Morton Grove for construction management for reconstruction of the Morton Grove Metra Station located at 8501 Lehigh Avenue, Morton Grove, Illinois 60053 for a price not to exceed \$42,000.00.

SECTION 3: The Village Administrator and/or his designee are hereby authorized to finalize and to take all steps necessary to implement and enforce the change orders.

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

Passed this 10th day of June 2025

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

Approved by me this 10th day of June 2025

---

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

Attested and Filed in my office this  
11th day of June 2025

---

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



## Legislative Summary

### **Resolution 25-50**

#### **AUTHORIZING A CONTRACT WITH GOODMARK NURSERIES OF WONDER LAKE, ILLINOIS, FOR THE 2025 50/50 TREE PLANTING PROGRAM**

<b>Introduced:</b>	June 10, 2025
<b>Purpose:</b>	To authorize the Village Administrator to execute a contract with Goodmark Nurseries of Wonder Lake, Illinois, for the 2025 50/50 Tree Planting Program.
<b>Background:</b>	<p>The Village has an annual 50/50 tree planting program for parkways that offers adjacent property owners the opportunity to participate in the purchase of trees at a 50% discount for planting on Village rights-of-way and properties it owns. The Department of Public Works – Forestry Section coordinates the 50/50 tree planting program, purchases trees from a nursery, and plants the trees. The Department of Public Works—Forestry Section completed the solicitation of quotations for the 2025 - 50/50 Tree Planting Program in January 2025. Three (3) quotations were received, and Goodmark Nurseries of Wonder Lake, IL. submitted the low bid proposal for \$15,165.00. This contract is a unit price contract, and the final price will be based on the number of trees ordered and determined by the Village to be in the Village's best interest.</p>
<b>Departs Affected</b>	Department of Public Works
<b>Fiscal Impact:</b>	\$15,165.00
<b>Source of Funds:</b>	2025 Budget, General Fund Account Number 02-50-17-55-2240
<b>Workload Impact:</b>	The Public Works Department will manage and implement the purchase as part of its normal work activities.
<b>Administrator Recommendation</b>	Approval as presented
<b>Second Reading:</b>	Not Required
<b>Special Requirements:</b>	None

Submitted by: Charles L. Meyer, Village Administrator  
Reviewed by: Hanna Sullivan, Director of Finance  
Reviewed by: Teresa Hoffman Liston, Corporation Counsel  
Reviewed by: Michael Lukich, Director of Public Works

## **RESOLUTION 25-50**

### **AUTHORIZING A CONTRACT WITH GOODMARK NURSERIES OF WONDER LAKE, ILLINOIS, FOR THE 2025 - 50/50 TREE PLANTING PROGRAM**

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

WHEREAS, the Village has an annual 50/50 tree planting program for parkways that offers adjacent property owners the opportunity to participate in the purchase of trees at a 50% discount for planting on Village rights-of-way and properties it owns; and

WHEREAS, the Department of Public Works – Forestry Section coordinates the 50/50 tree planting program and opened the program for public registration and tree requests in January 2025; and

WHEREAS, the Village purchases trees from a nursery as part of the annual 50/50 tree planting program, and the Department of Public Works – Forestry Section plants the trees; and

WHEREAS, the Department of Public Works – Forestry Section completed the solicitation of quotations for the 2025 - 50/50 Tree Planting Program in January 2025; and

WHEREAS, three (3) quotations were received and Goodmark Nurseries of Wonder Lake, IL. submitted the low bid proposal in the amount of \$15,165.00. Refer to Exhibit “A”; and

WHEREAS, this contract is a unit price contract and the contract’s final price will be based on the number of trees ordered and determined by the Village to be in the best interest of the Village; and

WHEREAS, the solicitation procedures for this program comply with the purchasing requirements of the Municipal Code; and

WHEREAS, funding for the 2025 Village 50/50 Tree Planting purchase in the amount of \$15,165.00 is available in the Adopted 2025 Budget, General Fund Account Number 02-50-17-55-2240; and

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

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

SECTION 2: The Corporate Authorities accept the quote from Goodmark Nurseries of Wonder Lake, Illinois, in the amount of \$15,165.00.

SECTION 3: The Village Administrator is hereby authorized to execute a contract with Goodmark Nurseries for the 2025 Village 50/50 Tree Planting Program in the amount of 15,165.00.

SECTION 5: The Village Administrator and Director of Public Works or their designees are authorized to take all steps necessary to implement the contract with Goodmark Nurseries.

SECTION 6: This Resolution shall be in full force and effect upon its passage and approval.

Passed this 10th day of June 2025

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

Approved by me this 10th day of June 2025

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

Attested and Filed in my office this  
11th day of June 2025

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

VILLAGE OF MORTON GROVE _2025 50 50_ TREE PLANTING PROGRAM												
SUMMARY OF BID QUOTATIONS												
					Goodmark			Weiler			Cedar Path	
Item	Common Name	Size	Quantity		Unit Cost	Total Cost		Unit Cost	Total Cost		Unit Cost	Total Cost
1	Redpoint Maple	#7	50		\$90.00	\$4,500.00		\$85.00	\$4,250.00		\$151.00	\$7,550.00
2	Kentucky Coffeetree	#10	15		\$133.00	\$1,995.00		\$125.00	\$1,875.00		\$173.90	\$2,608.50
3	Royal Raindrops Crabapple	#7	30		\$86.00	\$2,580.00		\$85.00	\$2,550.00		\$142.00	\$4,260.00
4	Exclamation Planetree	#7	15		\$74.00	\$1,110.00		\$90.00	\$1,350.00		\$149.57	\$2,243.55
5	Ivory Silk Lilac	#7	30		\$92.00	\$2,760.00		\$90.00	\$2,700.00		\$163.00	\$4,890.00
6	Accolade Elm	#10	20		\$111.00	\$2,220.00		\$105.00	\$2,100.00		\$143.40	\$2,868.00
			Freight			included			\$1,800.00			included
						\$15,165.00			\$16,625.00			\$24,420.05



8920 Howe Road Wonder Lake, IL 60097  
Phone: (815) 653-9293 Fax: (815) 728-0977

Sales Quote SQ-003756

VILLAGE OF MORTON GROVE

DAVE HOFFMAN  
7840 NAGLE AVE  
MORTON GROVE, IL 60053  
USA

**Ship-to Address**

VILLAGE OF MORTON  
GROVE  
DAVE HOFFMAN  
7840 NAGLE AVE  
MORTON GROVE, IL 60053  
USA

<b><u>Terms</u></b>	<b><u>Salesperson</u></b> Paul Ayers	<b><u>PO#/Job Name</u></b>	<b><u>Shipment Method</u></b> Delivery
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Item No.	Description	Quantity	List Price	Item Discount \$	Your Price	Total Price
ACERFJ-ZLIN	Maple, Redpointe® Liner #7	50	90.00	0.00	90.00	4,500.00
GYMDIO-ZLIN	Kentucky Coffee Tree Liner #10	15	133.00	0.00	133.00	1,995.00
MALROR-ZLIN	Crabapple, Royal Raindrops® Liner #7	30	86.00	0.00	86.00	2,580.00
PLAAMC-ZLIN	Planetree, Exclamation London Liner #7	15	74.00	0.00	74.00	1,110.00
SYRRIS-ZLIN	Lilac, Ivory Silk® Japanese Tree Liner #7	30	92.00	0.00	92.00	2,760.00
ULMCMO-ZLIN	Elm, Accolade Liner #10	20	111.00	0.00	111.00	2,220.00

Subtotal	15,165.00
Total Tax	0.00

<b>Total</b>	<b>15,165.00</b>
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Any item not listed cannot be quoted at this time.  
Pricing is good for 6 months from the date of the Quote.  
Availability changes daily.





# Arthur Weiler Inc. Nursery

8850 184th Ave  
Bristol, WI 53104

Phone: 847-746-2393  
Fax: 847-746-2390

ORDER NO.	194717
CUSTOMER NO.	VILLAGE013

## QUOTE

### BILL TO:

Village of Mt. Prospect Public Wks  
Dept.  
Dave Hull  
1700 W Central Road  
Mount Prospect, IL 60056

Phone: 847-870-5640

### SHIP TO:

Village of Mt. Prospect Public Wks  
Dept.  
Dave Hull  
1700 W Central Road  
Mount Prospect, IL 60056

Phone: 847-870-5640

DATE		SHIP VIA		F.O.B.		TERMS	
11/19/24						Net 30	
P.O. NUMBER			ORDER DATE	SALES PERSON			REFERENCE NO.
			10/28/24				
QUANTITY			DESCRIPTION	UNIT PRICE	EXTENDED PRICE		
ORDERED	ACKNOWL	DLVRD					
50	50	0	ACER RUBRUM 'FRANK JR.' REDPOINTE #7 RED POINTE MAPLE	85.00	4250.00		
15	15	0	GYMNOCLADUS DIOICUS 'ESPRESSO' #10 ESPRESSO KENTUCKY COFFEE TREE	125.00	1875.00		
30	30	0	MALUS 'ROYAL RAINDROPS' #7 ROYAL RAINDROPS CRAB	85.00	2550.00		
15	15	0	PLATANUS ACERIFOLIA 'MORTON CIRCLE' #7 EXCLAMATION PLANETREE	90.00	1350.00		
30	30	0	SYRINGA RETICULATA 'IVORY SILK' #7 IVORY SILK JAPANESE TREE LILAC	90.00	2700.00		
20	20	0	ULMUS JAPONICA WILSONIANA 'MORTON' #7 ACCOLADE ELM	105.00	2100.00		

NET AMOUNT 14825.00

FREIGHT 1800.00

VALID FOR 30 DAYS

BALANCE DUE 16625.00



**CEDAR PATH**  
*Nurseries*

**Cedar Path Nurseries LLC**

15235 W. Bruce Road  
Lockport, IL 60491

Phone: 815-838-4900  
Fax: 815-838-4999

ORDER NO.	1950621
CUSTOMER NO.	5152

**QUOTE**

Subject to Availability at time of Order Placement

**BILL TO:**

Morton Grove Public Works  
7840 Nagle Av.  
Morton Grove, IL 60053

**SHIP TO:**

Morton Grove Public Works  
7840 Nagle Av.  
Morton Grove, IL 60053

DATE		SHIP VIA		F.O.B.		TERMS		
11/25/24				LOCKPORT		NET30		
P.O. NUMBER			ORDER DATE	SALES PERSON			REFERENCE NO.	
			11/25/24	Johnathan				
QUANTITY			DESCRIPTION				UNIT PRICE	EXTENDED PRICE
ORDERED	ACK	SHIP						
50	50	0	Red Pointe Maple #10 1"				151.00	7550.00
30	30	0	Japanese Tree Lilac 'Ivory Silk' #10 1"				163.00	4890.00
15	15	0	Kentucky Coffee Tree 'Espresso' #10				173.90	2608.50
30	30	0	Royal Raindrops Crabapple #10				142.00	4260.00
15	15	0	Planetree 'Exclamation' #10				149.57	2243.55
20	20	0	Accolade Elm #10				143.40	2868.00
160	160						NET AMOUNT	24420.05
							FREIGHT	0.00
							BALANCE DUE	24420.05



## Legislative Summary

### Ordinance 25-20

#### **APPROVING A MINOR AMENDMENT TO ORDINANCE 24-17 GRANTING AN AMENDMENT TO A SPECIAL USE PERMIT (ORD. 18-09) AUTHORIZING THE EXPANSION OF AN EXISTING SCHOOL AT THE PROPERTY COMMONLY KNOWN AS 8601 MENARD AVENUE IN MORTON GROVE, ILLINOIS**

<b>Introduction:</b>	June 10, 2025
<b>Purpose:</b>	To amend a Special Use Permit authorizing the expansion of an existing school at the property commonly known as 8601 Menard Avenue and allow for the elimination of horizontal window slits within porcelain rainscreen approved for the exterior south façade.
<b>Background:</b>	<p>On October 22, 2024, the Village Board approved a Special Use permit with conditions for the expansion of the existing school including the expansion of an existing gymnasium and the installation of a track within the existing field in the northern portion of the property at 8601 Menard Avenue (Ord. 24-17).</p> <p>In a letter dated June 2, 2025, Raffi Arzoumanian of a+c architects, LCC on behalf of MCC Academy, the applicant, requested that horizontal window slits included in the approved elevations for the south façade be removed from the project. In discussion with Staff, the applicant cited concerns with rising construction costs and the potential for light glare to impact players using the proposed gymnasium floor.</p> <p>Section 12-16-4:B of the Unified Development Code allows for minor amendments of existing special use applications upon the review of the request by the Building Commissioner or his/her designee, the Plan Commission Chairperson, Village Administrator, and Corporation Counsel. The Appearance Commission chairperson had no concerns with the proposed amendment and agreed that Appearance Commission review is not needed. Since the proposed amendment would not change any aspect of the approved use or site plan, the proposed request for an extension is eligible for approval as a minor amendment to Ordinance 24-17.</p>
<b>Programs, Dept's, Groups Affected</b>	Department of Community and Economic Development
<b>Fiscal Impact:</b>	N/A
<b>Source of Funds:</b>	N/A
<b>Workload Impact:</b>	The Special Use Permit amendment will be implemented and supervised by staff as part of their normal work activities.
<b>Administrative Recommendation:</b>	Approval as presented
<b>Second Reading:</b>	June 24, 2025
<b>Special Considerations or Requirements:</b>	None

Submitted by: Charles Meyer, Village Administrator

Reviewed by: Teresa Hoffman Liston, Corporation Counsel

Prepared by: Brandon Nolin, AICP, Community Development Administrator

## **ORDINANCE 25-20**

### **APPROVING A MINOR AMENDMENT TO ORDINANCE 24-17 GRANTING AN AMENDMENT TO A SPECIAL USE PERMIT (ORD. 18-09) AUTHORIZING THE EXPANSION OF AN EXISTING SCHOOL AT THE PROPERTY COMMONLY KNOWN AS 8601 MENARD AVENUE IN MORTON GROVE, ILLINOIS**

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

WHEREAS, 8601 Menard Avenue, legally described in “**Exhibit A**”, attached hereto, and made a part of this Ordinance, is a 167,989-square-foot lot zoned R-2 Single Family Residence and improved with a junior high/high school, mosque, and surface parking lot (“Subject Property”); and

WHEREAS, on October 22, 2024, pursuant to Ordinance 24-17, a special use permit application from a+c architects, LLC on behalf of MCC Academy for the expansion of the existing school including the expansion of an existing gymnasium and the installation of a track within the existing field in the northern portion of the property at 8601 Menard Avenue was approved with conditions by the Village Board; and

WHEREAS, the applicant, a+c architects, LLC on behalf of MCC Academy, has made proper application to the Village of Morton Grove for a minor amendment to the previously granted special use permit for to allow for the elimination of horizontal window slits within porcelain rainscreen approved for the exterior south façade; and

WHEREAS, the applicant is requesting to remove the horizontal window slits due to concerns with increased project costs and the potential for glare during use of the proposed gym; and

WHEREAS, the chairman of the Appearance Commission reviewed the request and agreed that it was a minor amendment that did not require input from the Appearance Commission; and

WHEREAS, pursuant to Ordinance 07-07, the Village adopted a Unified Development Code which set forth an abbreviated procedure for minor revisions to special use permits which allows for the granting of such amendments without a formal public hearing process subject to the recommendation for approval by the Village Administrator, Corporation Counsel, Building

Commissioner, and Plan Commission Chairperson and subsequent approval by the Village Board; and

WHEREAS, the Village Administrator, Corporation Counsel, Building Commissioner and Plan Commission Chairperson have found this amendment with certain conditions as set forth in this ordinance meets the standard for the abbreviated process described above, and as such recommend approval of the minor amendment to Ordinance 24-17; and

WHEREAS, pursuant to the provisions of the Village of Morton Grove Unified Development Code, the Corporate Authorities have determined the proposed amendment to the special use shall be approved subject to conditions and restrictions as set forth herein.

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

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

SECTION 2. Approval of Amendment to Special Use Permit. The Corporate Authorities hereby grant MCC Academy an amendment to the previously granted Special Use Permit, pursuant to Ordinance 24-17, to allow for the elimination of horizontal window slits within porcelain rainscreen approved for the exterior south façade, subject to the following conditions and restrictions which shall be binding upon the owners, lessees, and occupants and users of this property, their successors and assigns:

1. Section 3 of Ordinance 24-17 shall be amended to include a new Paragraph J as follows:  
“J. The site and building shall be maintained and consistent with the plans and supporting documents, and modifications as finalized and specifically approved in writing by the Village Administrator or his/her designee, including:
  1. Special Use Application, submitted by a+c architects, dated April 8, 2024;
  2. Letter granting a+c architects permission to submit on owner’s behalf, submitted by a+c architects, dated March 22, 2024;
  3. Plat of Survey of 8601 Menard Avenue, prepared by Edward J Molloy and Assoc., dated February 8, 2024;
  4. Legal Description, submitted by a+c architects, received April 8, 2024;

5. Preliminary Landscape Plan, prepared by Manhard Consulting, dated March 27, 2024;
6. Preliminary Engineering Drawings, prepared by Manhard Consulting, dated March 19, 2024;
7. Demolition & Proposed Site Plans, prepared by a+c architects, dated April 11, 2024;
8. Demolition & Proposed Floor Plans, prepared by a+c architects, dated April 8, 2024;
9. Proposed Elevations, prepared by a+c architects, dated June 2, 2025;
10. Materials Submittal, prepared by a+c architects, dated April 8, 2024;
11. Traffic Impact and Expanded Parking Study, prepared by Gewalt Hamilton Associates, Inc., dated July 3, 2024;
12. Memo regarding Student Enrollment, submitted by MCC Academy, received May 13, 2024; and
13. Friday Prayer Parking Management Plan, submitted by MCC Academy, dated September 2, 2024.

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

2. Except as provided in this ordinance, all conditions of Ordinance 24-17 shall remain in effect.

SECTION 3. Village Records. The Village Clerk is hereby authorized and directed to amend all pertinent records of the Village of Morton Grove to show and designate the Special Use Permit as granted hereunder.

SECTION 4. Failure to Comply with Conditions. Upon failure or refusal of the Applicant to comply with any or all of the conditions, restrictions or provisions of this Ordinance, the Corporate Authorities may initiate the revocation of the Special Use Permit granted in this Ordinance, in accordance with process and procedures established in the Unified Development Code.

SECTION 5. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form according to law.

Passed this 24th day of June 2025.

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

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

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

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

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

Trustee White \_\_\_\_\_

Approved by me this 24th day of June 2025.

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

Attested and Filed in my office this  
25th day of June 2025.

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

## **LIST OF EXHIBITS**

- |           |  |
|-----------|--|
| EXHIBIT A | Legal Description, 8601 Menard Avenue  |
| EXHIBIT B | Request for Special Use Permit time extension from Raffi Arzoumanian of a+c architects, LCC on behalf of MCC Academy, dated June 2, 2025 |

## **EXHIBIT A**

**8601 MENARD AVENUE, MORTON GROVE, ILLINOIS 60053**

### **LEGAL DESCRIPTION:**

PARCEL 1: LOTS 32 TO 53 IN SHAPIRO'S SUBDIVISION OF LOT 2 IN CIRCUIT COURT PARTITION OF LOTS 2 AND 3 IN THE COUNTY CLERK'S DIVISION OF SECTION 20 AND THE EAST ½ OF THE NORTH EAST ¼ OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 2: A PARCEL OF LAND BOUNDED BY THE NORTH ON THE SOUTH LINES OF LOTS 32 TO 39 OF PARCEL 1; ON THE SOUTH BY THE NORTH LINES OF LOTS 40 TO 47 OF PARCEL 1; ON THE EAST BY EAST LINE ON LOT 39 OF PARCEL 1 EXTENDED SOUTH; AND ON THE WEST BY WEST LINE OF LOT 32 OF PARCEL 1 EXTENDED SOUTH.

### **PROPERTY INDEX NUMBERS:**

10-20-212-019-0000

10-20-216-010-0000

10-20-216-011-0000

## **EXHIBIT B**

**REQUEST FOR SPECIAL USE PERMIT TIME EXTENSION  
FROM RAFFI ARZOUMANIAN OF A+C ARCHITECTS, LCC  
ON BEHALF OF MCC ACADEMY**

Dated June 2, 2025



**June 2, 2025**

**TO:** Community Development  
Village of Morton Grove

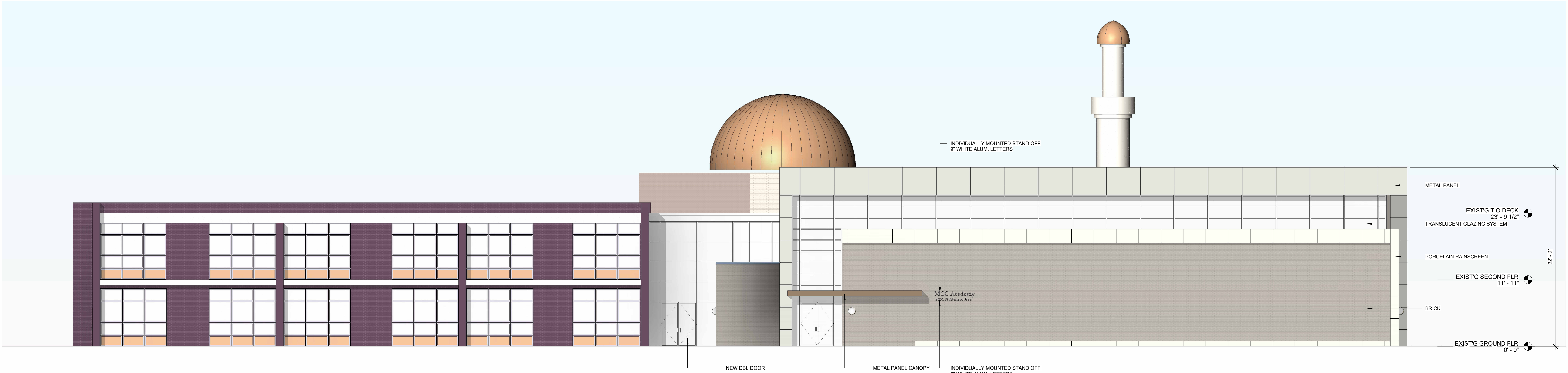
**RE:** 8601 Menard Avenue  
Minor amendment request

I would like to request a minor amendment to the approved appearance of the exterior south façade. The revision includes the elimination of horizontal slits within porcelain rainscreen. Enclosed are revised building elevations. Your consideration of this request is greatly appreciated.

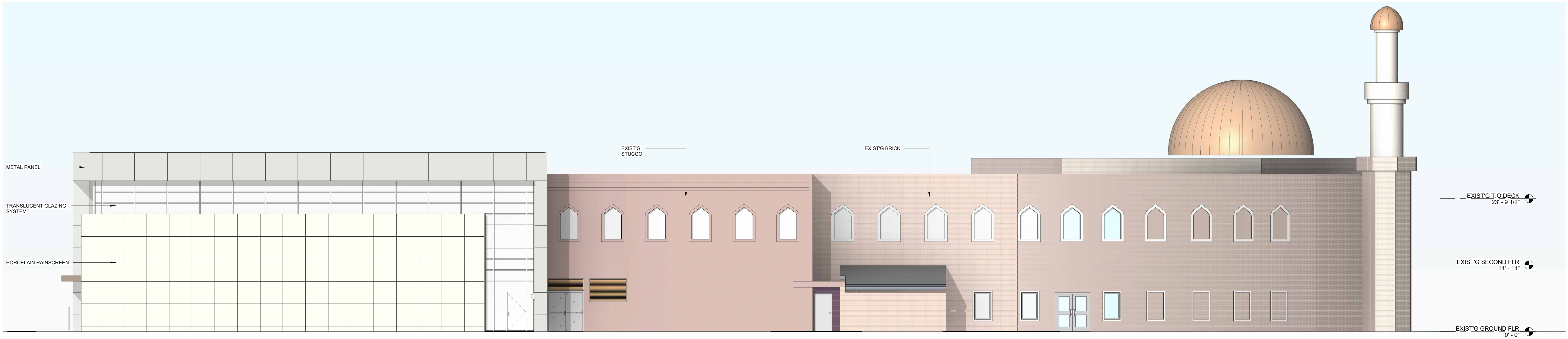
Please do not hesitate to contact me with any questions.

Sincerely,

Raffi Arzoumanian  
Principal

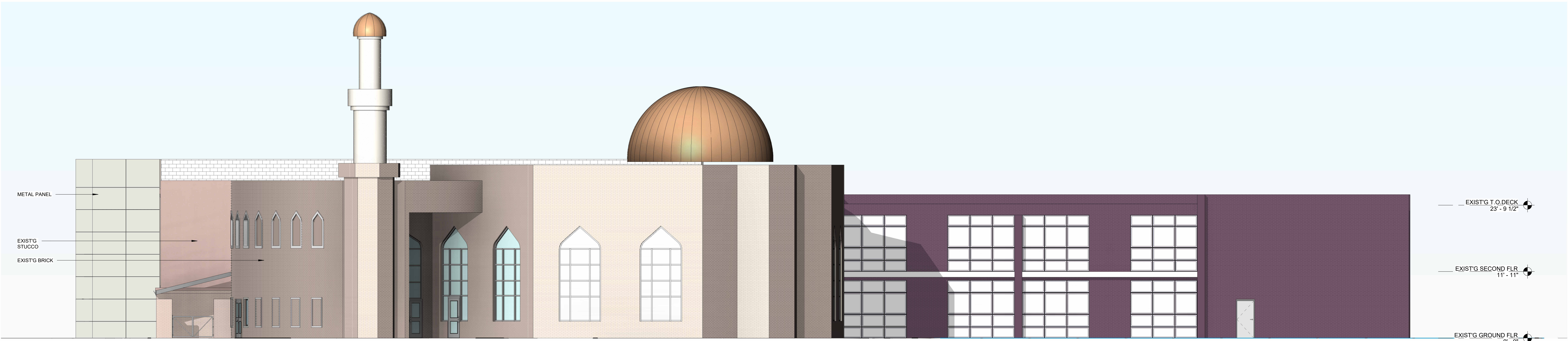


② PROPOSED WEST ELEVATION  
1/8" = 1'-0"

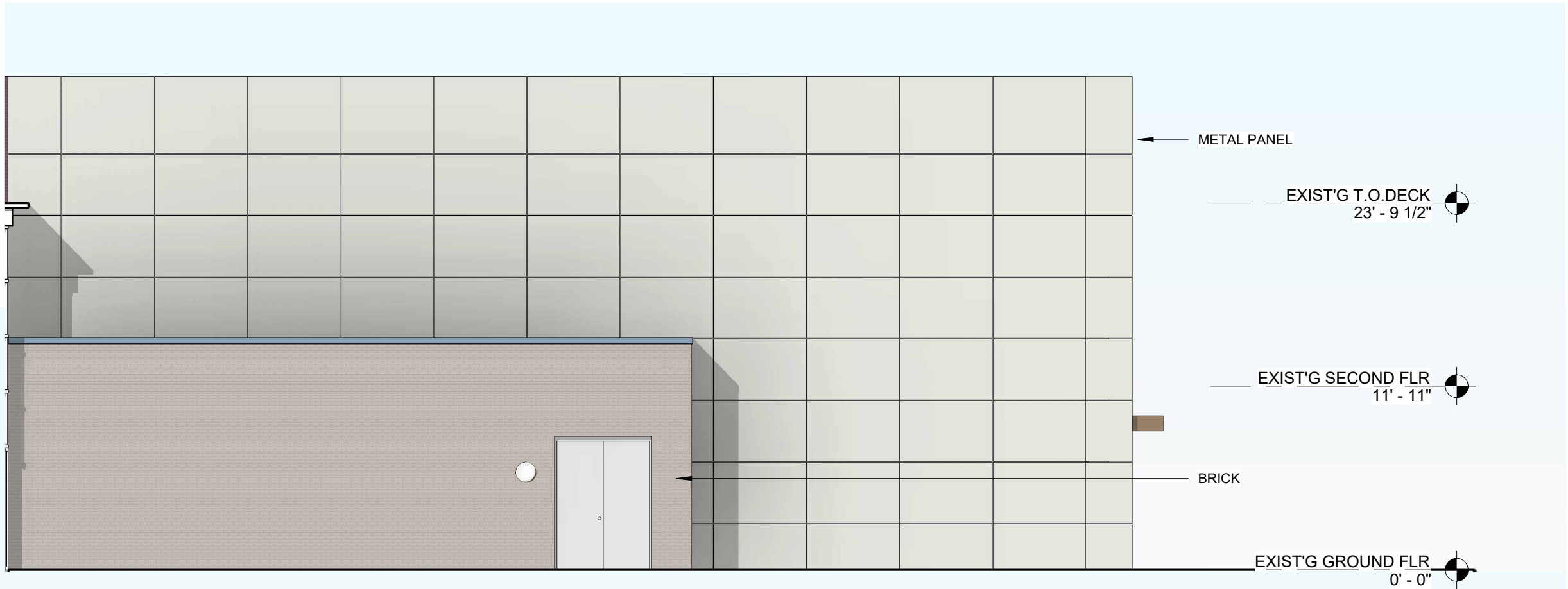


① PROPOSED SOUTH ELEVATION  
1/8" = 1'-0"





③ PROPOSED EAST ELEVATION  
1/8" = 1'-0"



② PROPOSED PARTIAL NORTH ELEVATION  
1/8" = 1'-0"



① PROPOSED NORTH ELEVATION  
1/8" = 1'-0"



## Legislative Summary

### **Ordinance 25-21**

#### **APPROVING A SPECIAL USE PERMIT FOR AN INDOOR RECREATIONAL FACILITY AT 7840-7860 LEHIGH AVENUE IN MORTON GROVE, ILLINOIS**

<b>Introduction:</b>	June 10, 2025
<b>Purpose:</b>	To approve a Special Use Permit authorizing the operation of an indoor recreational facility at the property commonly known as 7840-7860 Lehigh Avenue.
<b>Background:</b>	<p>Vitrychenko Academy (“applicant”), submitted a complete Special Use Permit Application to the Department of Community and Economic Development requesting to operate an indoor recreational facility within the existing industrial space at the property commonly known as 7840-7860 Lehigh Avenue (“subject property”). Per Section 12-4-4:E of the Morton Grove Unified Development Code, an indoor recreational facility is classified as a Special Use in the M-2 General Manufacturing District and requires Plan Commission review and Board of Trustees approval. The applicant is leasing space to accommodate a proposed gymnastics training facility with four (4) mats, offices, and a lounge.</p> <p>On May 1, 2025, the Traffic Safety Commission (TSC) reviewed Case PC 25-05 and voted unanimously to recommend approval of the application. On May 20, 2025, the applicant appeared before the Plan Commission to present the request for approval of the application made under Case PC 25-05. Based on the application, staff report, and testimony presented at the public hearing, the Plan Commission voted unanimously (6-0) to recommend approval of the Special Use Permit with conditions relating to business operations, parking, and parking lot lighting.</p>
<b>Programs, Dept’s, Groups Affected</b>	Department of Community and Economic Development
<b>Fiscal Impact:</b>	N/A
<b>Source of Funds:</b>	N/A
<b>Workload Impact:</b>	The Special Use Permit will be implemented and supervised by staff as part of their normal work activities.
<b>Administrative Recommendation:</b>	Approval as presented
<b>Second Reading:</b>	June 24, 2025
<b>Special Considerations or Requirements:</b>	None

## **ORDINANCE 25-21**

### **APPROVING A SPECIAL USE PERMIT FOR AN INDOOR RECREATIONAL FACILITY AT 7840-7860 LEHIGH AVENUE IN MORTON GROVE, ILLINOIS**

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

WHEREAS, 7840-7860 Lehigh Avenue, legally described in “**Exhibit A**”, attached hereto, and made a part of this Ordinance, is a 197,194-square-foot (4.5-acre) industrial property zoned M-2 General Manufacturing (“Subject Property”); and

WHEREAS, Vitrychenko Academy (“Applicant”) submitted a Special Use Application to the Village’s Plan Commission under Case PC 25-05 (“Application”) requesting a Special Use Permit to authorize the operation of an indoor recreational facility, a use which is classified as a Special Use in the M-2 District pursuant to Section 12-4-4:E; and

WHEREAS, pursuant to the applicable provisions of the Municipal Code, public notice for a public hearing on the Application to be held at a regular meeting of the Plan Commission on May 20, 2025, was published in the *Morton Grove Champion*, a newspaper of general circulation in the Village of Morton Grove, on May 1, 2025, written notification was sent to property owners within 250 feet of the Subject Property on May 1, 2025, and a sign was posted on the Subject Property on May 1, 2025, as required by ordinance; and

WHEREAS, on May 1, 2025, the Traffic Safety Commission (TSC) reviewed the Application, including the plans and traffic and parking impact study, and recommended approval of the Application; and

WHEREAS, at the May 20, 2025, public hearing, the Village’s Plan Commission heard the Applicant’s presentation and reviewed the Application, at which time all concerned parties were given the opportunity to be present and express their views for the consideration by the Plan Commission; and

WHEREAS, the Village’s Plan Commission considered all the evidence and testimony presented to it, discussed the merits of the Application in light of applicable law, including the Standards for Special Use established in Section 12-16-4:C.5 of the Unified Development Code,

and voted to recommend approval of the Special Use Permit, subject to conditions, restrictions, and requirements contained in the report of the Plan Commission, dated May 13, 2025, which was presented to the Village Board on June 10, 2025, and a copy of that report is contained in “**Exhibit B**”, attached to and made a part of this Ordinance; and

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

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

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

SECTION 2. Approval of Special Use Permit. The Corporate Authorities hereby grant a Special Use Permit to authorize the operation of an indoor recreational facility, with the following conditions and restrictions, which shall be binding on the owners/lessees, occupants and users of this property, their successors, and assigns.

SECTION 3. Conditions. The Special Use Permit shall be subject to the following conditions:

- A. The site and building shall be maintained and consistent with the plans and supporting documents, and modifications as finalized and specifically approved in writing by the Village Administrator or his/her designee, including:
  1. Special Use Application, submitted by Vitrychenko Academy, received April 11, 2025;
  2. Written Authorization from Property Owner Jon Vandehey, dated April 4, 2025;
  3. Business Description, submitted by Vitrychenko Academy, received April 25, 2025;
  4. Plat of Survey of 7840-7860 Lehigh Avenue, prepared by Lichtenwald-Johnston Iron Works Co., dated September 14, 1976;
  5. Site Plan, prepared by Design Partners Architects, dated June 27, 2023;

6. Proposed Floor Plan, prepared by Gillespie Design Group, dated April 2, 2025;
7. Detailed Site Plan, prepared by Gillespie Design Group, dated April 24, 2025;
8. Potential Tenant Demising Plan, prepared by Gillespie Design Group, dated April 24, 2025;
9. Conceptual Lighting Plan, prepared by Gillespie Design Group, dated April 24, 2025;
10. Building Code Review Plan, prepared by Gillespie Design Group, dated December 8, 2023;
11. Sign Application, submitted by Vitrychenko Academy, received April 11, 2025;
12. Lease Agreement, submitted by Vitrychenko Academy, received April 11, 2025;
13. Traffic and Parking Study, prepared by Kimley-Horn, Inc., dated April 7, 2025; and
14. Special Use Permit Staff Review Comments Response Memorandum, prepared by Gillespie Design Group, dated April 24, 2025.

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

- B. The Subject Property shall be operated consistent with all representations, assertions, and testimony provided by the Applicant and their representatives at the public hearings before the Traffic Safety Commission and Plan Commission. Any inconsistencies in operation, as determined by the Village Administrator or his/her designee, may serve as the basis for amendment to or revocation of the Special Use Permit.
- C. Prior to filing any Building Permit Application, the owner/applicant shall provide the Village with a final site plan for review and approval. Final plans must be deemed consistent with the approved elevations and materials, as determined by the Community Development Administrator. If such designs are deemed to be inconsistent with the approved plans, then the owner/applicant will be required to file an application for an amendment to the Plan Commission.

- D. Prior to filing any Building Permit Application, the owner/applicant shall provide the Village with a final parking plan that identifies parking stall (including ADA spaces) for the entirety of the subject property. The parking plan must be consistent with representations made during the approval process, as determined by the Community Development Administrator. If such parking plan is deemed to be inconsistent with the approved plans and representations, then the owner/applicant will be required to file an application for an amendment to the Plan Commission.
- E. The Business Compliance Certificates issued for all future businesses to be located at the subject property shall include conditions related to parking to ensure that no combination of uses results in a demand for parking in excess of the parking provided on-site at the subject property based on the approved parking plan.
- F. Prior to filing any Building Permit Application, the owner/applicant shall provide the Village with a final photometric analysis to document appropriate lighting, subject to review and approval by the Village Engineer. If lighting is deemed to be insufficient, the owner/applicant shall be required to revise the lighting plan and install necessary lighting as directed by the Village Engineer.
- G. Gymnastics training operations at the subject property shall be limited to training and education, and the hosting of tournaments and special events shall be prohibited.
- H. The Applicant shall comply with all comments issued by the Village Engineer in the departmental comment form dated May 12, 2025, by strict or alternative compliance, subject to their approval.

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

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

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



Passed this 24th day of June 2025.

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

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

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

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

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

Trustee White \_\_\_\_\_

Approved by me this 24th day of June 2025.

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

Attested and Filed in my office this  
25th day of June 2025.

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

## **LIST OF EXHIBITS**

EXHIBIT A	Legal Description, 7840-60 Lehigh Avenue
EXHIBIT B	Plan Commission Report for PC 25-05, dated June 3, 2025

## **EXHIBIT A**

### **7840-60 LEHIGH AVENUE, MORTON GROVE, ILLINOIS 60053 LEGAL DESCRIPTION:**

LOT 3, 4 (EXCEPT THE NORTH 30 FT. THEREOF DEDICATED FOR PUBLIC ROAD PER DOCUMENT NO. 0020497761) AND LOT 5 IN L. J. IRON SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### **PROPERTY INDEX NUMBERS:**

10-29-100-047-0000  
10-29-100-048-0000  
10-29-100-049-0000

## **EXHIBIT B**

### **PLAN COMMISSION REPORT FOR PC 25-05**

Dated June 3, 2025

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

**From:** Chris Kintner, Plan Commission Chairperson  
Charles Meyer, Village Administrator  
Teresa Hoffman Liston, Corporation Counsel  
Brandon Nolin, Community Development Administrator

**Date:** June 3, 2025

**Re:** Plan Commission Case PC 25-05  
Request for a Special Use for the operation of an indoor recreational facility at the property commonly known as 7840-60 Lehigh Avenue in Morton Grove, Illinois (PINs 10-29-100-047-0000, 10-29-100-048-0000, 10-29-100-049-0000), all within a M-2 General Manufacturing District pursuant to Section 12-4-4:E. The applicant is Vitrychenko Academy.

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### **Executive Summary**

Egret Badminton submitted a complete Special Use Permit Application to the Department of Community and Economic Development requesting to operate an indoor recreational facility within the existing industrial space at 8150 Lehigh Avenue, which is zoned M-2 General Manufacturing. Indoor recreational facilities in the M-2 district are classified as a Special Use pursuant to Section 12-4-4:E. The applicant is leasing 14,660 sq. ft. to accommodate a proposed gymnastics training facility with four (4) mats, offices, and a lounge.

The proposed Special Use Permit was considered by the Plan Commission at the regularly scheduled meeting on May 20, 2025. For the reasons set forth in this report, on May 20, 2025, the Plan Commission recommended by a vote of 6-0 that the Village Board of Trustees should approve the application with certain conditions outlined in this report.

### **Application Overview**

The subject property consists of three (3) parcels occupied by an existing 125,660-square-foot industrial building at 7840-60 Lehigh Avenue. The parcel is zoned M-2 General Manufacturing. The building that occupies the subject property is currently vacant and was the former location of a truck repair facility. The subject property is located to the east of another M-2 industrial property and south of a home improvement center (Menards) which is zoned C-1. All surrounding properties to the south and east are occupied by industrial buildings and located in the Village of Niles and Village of Skokie respectively.

Vitrychenko Academy is proposing an indoor gymnastics training facility that would occupy 14,660 sq. ft. or 12% of all leasable area in the structure. The applicant is proposing a members-only gymnastics training facility with four (4) mats. The facility would accommodate a maximum of 35 individuals at one time with seven (7) employees on-site at any given time. The applicant indicates the anticipate an average of 25 students and families at the facility on a daily basis.

The project will consist of interior renovations to the existing structure at the subject property including new bathrooms, repurposing existing office spaces, and the installation of regulation mats. Exterior modifications will be limited to the replacement of an overhead door with a new pedestrian entrance, parking lot lighting, and signage. The existing parking lot will also be reconfigured from a truck parking facility to accommodate passenger vehicles.

### **Future Tenants**

The subject property is a former truck repair facility that was recently purchased and is now vacant. Per a proposed demising wall plan shared by the property owner, the 7840-60 Lehigh Avenue building will likely be shared by up to four tenants. Staff are generally satisfied with this configuration regarding mitigating potential future conflicts between adjacent uses. Parking availability remains the primary concern.

### **Traffic and Parking Impact**

A traffic impact study was prepared by Kimley-Horn and Associates, Inc. and is included in the hearing packet for Case PC 25-05. The study concluded that the proposed site plan has sufficient off-street parking to meet the demands of the proposed gymnastics training facility and projected future traffic can be successfully accommodated on the surrounding roadway network. The report was present to the Traffic Safety Commission (TSC) on May 1, 2025. *The Village Engineer also issued a series of comments on the Traffic Impact Study and compliance with those comments has been included as a condition of approval.*

### **Parking Impact**

As part of the traffic impact study, Kimley-Horn also evaluated parking. Parking at the 7840-60 Lehigh Avenue building will likely be shared by up to four tenants. The proposed site plan shows a parking lot with 100 spaces on the west side of the subject property, but no parking is identified for the other sides of the building. The proposed lease stipulates that parking will be assigned to Vitrychenko Academy based on the findings of the Kimley-Horn report which estimates peak parking demand of 33 spaces.

Staff are concerned that the proposed business could limit the ability to lease the other spaces available at the vacant property. The traffic study does not provide data addressing the site's total parking supply and no analysis is provided as to what parking demand may be generated by potential future uses that would be co-tenants at the subject property. *A final site-wide parking plan has been required as a condition of approval and Staff propose using the Business Compliance Certificate (BCC) process to ensure that parking for future tenants is adequate. BCCs and occupancy of vacant tenant spaces can be withheld if parking is deemed insufficient. At that time, a Special Use Permit amendment could be requested by the property owner that would include an updated parking study.*

### **Parking Lot Lighting**

The proposed use would increase nighttime activity at the subject property which has historically been used for daytime activities. Parking lot lighting has been proposed using a combination of wall mounted lights and light poles, however no photometric analysis was provided that documents proposed light levels. It is not clear as to whether lighting is sufficient to provide proper security for patrons visiting in the evenings. *A final photometric analysis has been requested as a condition of approval to document appropriate lighting and enable the Village to require additional lighting as necessary.*

### **Commission Review**

#### **Appearance Commission**

The Appearance Commission chairperson agreed to waive the requirement for the Appearance Commission review. Since the only exterior improvements proposed include a compliant wall sign and directional sign with parking lot lighting, the Appearance Commission review was deemed as not warranted.

#### **Traffic Safety Commission**

On May 1, 2025, the Traffic Safety Commission (TSC) reviewed Case PC 25-05 and the Traffic Impact Study including a revision memo. At the conclusion of the discussion, the TSC voted unanimously (6-0) to recommend approval of the application. If the Plan Commission approves the request to amend the Special Use Permit, the following conditions were recommended for inclusion by the TSC (see "**Attachment A**"):

- *Look into speed control measures in the parking lot.*

### **Departmental Review**

The proposed project was reviewed by several department representatives with the Department of Public Works being the only department to provide comments (see "**Attachment B**").

- **Building Department:** No comments at this time.
- **Fire Department:** Fire Department representatives reviewed and approved of the proposed west side parking configuration as it pertains to emergency access. No other comments at this time.
- **Public Works Department/Engineering:** In review of the proposed project, the Village Engineer issued several comments dated May 12, 2025, regarding:
  - Kirk Street traffic concerns related to the width of the street and adjacency of the home improvement center

- retail, current street lighting, and lack of sidewalks.
- IDOT control of Lehigh Avenue.
- Discrepancies between the Traffic Study and proposed project details regarding hours of operation and potential traffic volumes.
- Lack of information regarding student ages and the parking configuration for the site as a whole.
- The potential need for a turnaround area at the south end of the parking lot.
- Need for additional discussion of potential future expansion of the business if successful and related impacts.
- Insufficient information to support findings including the assertion that no improvements are needed to Kirk Street or Lehigh Avenue.
- The need for a parking plan for the larger site including a circulation diagram for pick-up/drop-off.

### **Plan Commission Public Hearing**

The Village provided Public Notice for the May 20, 2025, Plan Commission public hearing for PC 25-05 in accordance with the Unified Development Code. The *Morton Grove Champion* published a public notice on May 1, 2025. The Village notified surrounding property owners via mail and placed a public notice sign on the subject property on May 1, 2025.

Plan Commission – May 20, 2025, Proceedings: Six members of the Plan Commission were in attendance at the public hearing for Case PC 25-05 held on May 20, 2025.

Brandon Nolin, Community Development Administrator, provided a brief introduction to the application. The staff report dated May 13, 2025, and attached hereto as “**Attachment C**,” was entered into the public record.

Mr. Nolin said the applicant Olena Vitrychenko of Vitrychenko Academy is requesting a Special Use Permit to allow a rhythmic gymnastics training facility (an indoor recreation facility) with 1:1 private coaching and group training classes at 7840-7860 Lehigh Avenue. The parcel is zoned M-2, General Manufacturing District and is located at the south boundary of Morton Grove at Kirk Street and Lehigh Avenue. The property is located to the east of another M-2 industrial property and south of Menards home improvement center. All surrounding properties to the south and east are occupied by industrial buildings in the Villages of Niles and Skokie.

The current building is to be divided into 4 tenant spaces. The Academy will be located in the western portion of the building and will occupy approximately 12% of the 126,000-square-foot building. The hours of operation will be from 4:30 pm to 9:00 pm, Monday through Friday; 9:00 am to 5:00 pm on Saturdays and private 1:1 training from 9:00 am to 3:00 pm on Sundays. The applicant notes that parents are required to drop off students and not attend the practice.

As there are minimal exterior changes, Appearance Commission review was not required. Traffic Safety voted unanimously (6-0) to recommend approval of the project with a request to further evaluate speed control measures in the parking lot. Staff's primary concerns with the application relate to parking capacity for future yet-to-be-determined tenants at the site. A revised parking lot plan was submitted showing 105 parking spaces in the west lot, but parking and circulation information for north and east sides of the building have not been shared.

Commissioner Dorgan asked if the comments from the Village Engineer had been addressed. Mr. Nolin said that they were considered at the Traffic Safety Commission meeting and conditions will be added to any approval.

Sophia Camp of Kimley-Horn was sworn in. She provided an overview of the academy's parking and traffic study, and noted Lehigh Avenue has plenty of capacity for the additional traffic generated. The proposed use would require 23 to 33 spaces on site. She noted that there are 10 students per class, 3 classes and 3 instructors, for a maximum need of 33 parking spaces. It was noted that parents are not allowed to be indoors for the duration of the class, they are dropping off and picking up. The proposed lot will have 44-63 spaces, depending on the design, to accommodate the use.

Commissioner Dorgan asked if the ADA requirements would be met. Two spaces will be provided. Circulation in the lot, both in the west portion and the southern portion was discussed. The Traffic Safety Commission did review the circulation without objections.

Commissioner Stein asked if 100 stalls are to be striped on the site or will only the west lot be developed for this use.

Larry Woznicki of SVN Chicago was sworn in. He represents the owner of the property and described the intent to stripe all of the parking lots for the use of the anticipated 4 tenants. There would be 48-60 spots along Kirk Street and 60 spots in the east and south lots.

Commissioner Liston asked about the study showing 128 cars arriving in the pm pickup. Ms. Camp noted the study was using projections from the ITE manual that do not match the proposed use. She noted that there are 10 students per class, 3 classes and 3 instructors, for a maximum need of 33 parking spaces.

Chairman Kintner asked about the class operations during the hours of operation for the academy. Ms. Vitrychenko was sworn in. She described the class schedule. Younger children will have one practice in the early evening and older children will have a longer practice. He asked about the use of the parent lounge. The space will be used for parent-instructor conferences and to make class payments. It is not an area for parents to stay and watch the class.

Chairman Kintner asked if the applicant understood that the use would be tied to the number of future parking spaces needed. Mr. Woznicki said the other future uses will be reviewed based on parking needs.

There was no public comment.

Chairman Kintner asked if the parking requirement of one space per 250 square feet is tied to this specific use. Staff notes the code refers to permitted and special uses in the manufacturing district, not this specific use. Mr. Nolin described the BCC process in reviewing parking for multiple tenants.

Commissioner Liston made a motion to recommend approval of Case PC 25-05, a request for a Special Use Permit to allow an indoor recreational facility, all within a M-2 General Manufacturing District pursuant to Section 12-4-4:E, at the property commonly known as 7840-60 Lehigh Avenue in Morton Grove, Illinois, subject to the following conditions:

1. Prior to filing any Building Permit Application, the owner/applicant shall provide the Village with a final site plan for review and approval. Final plans must be deemed consistent with the approved elevations and materials, as determined by the Community Development Administrator. If such designs are deemed to be inconsistent with the approved plans then the owner/applicant will be required to file an application for an amendment to the Plan Commission.
2. Prior to filing any Building Permit Application, the owner/applicant shall provide the Village with a final parking plan that identifies parking stall (including ADA spaces) for the entirety of the subject property. The parking plan must be consistent with representations made during the approval process, as determined by the Community Development Administrator. If such parking plan is deemed to be inconsistent with the approved plans and representations then the owner/applicant will be required to file an application for an amendment to the Plan Commission.
3. Prior to filing any Building Permit Application, the owner/applicant shall provide the Village with a final photometric analysis to document appropriate lighting, subject to review and approval of the Community Development Administrator. If lighting is deemed to be insufficient, the owner/applicant shall be required to revise the lighting plan and install necessary lighting as directed by the Village.
4. The Business Compliance Certificates issued for all future businesses to be located at the subject property shall include conditions related to parking to ensure that no combination of uses results in a demand for parking in excess of the parking provided on-site at the subject property based on the approved parking plan.
5. Gymnastics training operations at the subject property shall be limited to training and education, and the hosting of tournaments and special events shall be prohibited.
6. The Applicant shall comply with all comments issued by the Village Engineer in the departmental comment form dated May 12, 2025, by strict or alternative compliance, subject to their respective approvals.



The motion was seconded by Commissioner Dorgan. Chairman Kintner called for the vote.

Commissioner Dorgan	voting	aye
Commissioner Hussaini	voting	aye
Commissioner Liston	voting	aye
Commissioner Mohr	voting	aye
Commissioner Stein	voting	aye
Chairman Kintner	voting	aye

Motion passed (6-0)

### **Final Plans and Supporting Documents**

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

1. *Special Use Application, submitted by Vitrychenko Academy, received April 11, 2025*
2. *Written Authorization from Property Owner Jon Vandehey, dated April 4, 2025*
3. *Business Description, submitted by Vitrychenko Academy, received April 25, 2025*
4. *Plat of Survey of 7840-60 Lehigh Avenue, prepared by Lichtenwald-Johnston Iron Works Co., dated September 14, 1976*
5. *Site Plan, prepared by Design Partners Architects, dated June 27, 2023*
6. *Proposed Floor Plan, prepared by Gillespie Design Group, dated April 2, 2025*
7. *Detailed Site Plan, prepared by Gillespie Design Group, dated April 24, 2025*
8. *Potential Tenant Demising Plan, prepared by Gillespie Design Group, dated April 24, 2025*
9. *Conceptual Lighting Plan, prepared by Gillespie Design Group, dated April 24, 2025*
10. *Building Code Review Plan, prepared by Gillespie Design Group, dated December 8, 2023*
11. *Sign Application, submitted by Vitrychenko Academy, received April 11, 2025*
12. *Lease Agreement, submitted by Vitrychenko Academy, received April 11, 2025*
13. *Traffic and Parking Study, prepared by Kimley-Horn, Inc., dated April 7, 2025*
14. *Special Use Permit Staff Review Comments Response Memorandum, prepared by Gillespie Design Group, dated April 24, 2025*

### **Attachments**

- **Attachment A** – Plan Review Comment Form for PC 25-05, prepared by Keith White, Traffic Safety Commission Chair dated May 12, 2025
- **Attachment B** – Plan Review Comment Form for PC 25-05, prepared by Chris Tomich, Village Engineer dated May 12, 2025
- **Attachment C** – Staff Report to the Plan Commission for PC 25-05, prepared by Brandon Nolin, Community Development Administrator, dated May 13, 2025
- **Attachment D** – Final Plans and Supporting Documents for PC 25-05

**Attachment A**

Plan Review Comment Form for PC 25-05,  
Prepared by Keith White, Traffic Safety Commission Chair  
Dated May 12, 2025

REVIEWING:

**BUILDING**

**FIRE**

POLICE

**PUBLIC WORKS/ENGINEERING**

**TSC**

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VILLAGE OF MORTON GROVE, ILLINOIS  
**PLAN REVIEW COMMENT FORM**

**DATE DISTRIBUTED:** 4/11/2025

**CASE NUMBER:** PC 25-05

**APPLICATION:** Request for a Special Use for the operation of an indoor recreational facility at the property commonly known as 7840-60 Lehigh Avenue in Morton Grove, Illinois (PINs 10-29-100-047-0000, 10-29-100-048-0000, 10-29-100-049-0000), all within a M-2 General Manufacturing District pursuant to Section 12-4-4:E. The applicant is Vitrychenko Academy.

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A Special Permit Application has been submitted to the Plan Commission for action. Please return your review to the Department of Community and Economic Development by **Friday, April 25, 2025**.

Thank you,  
Brandon Nolin, AICP  
Community Development Administrator

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**COMMENTS OR CONCERNS**

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Look into speed control measures in the parking lot.

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These comments accurately represent existing Village regulations or policies.

Name (please print): Keith White, Traffic Safety Commission Chairman

Signed: *Keith A. White*

Date: 05/12/2025

**Attachment B**

Plan Review Comment Forms for PC 25-05  
Prepared by Chris Tomich, Village Engineer  
Dated May 12, 2025

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VILLAGE OF MORTON GROVE, ILLINOIS  
**PLAN REVIEW COMMENT FORM**

**DATE DISTRIBUTED:** 4/11/2025

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Thank you,  
Brandon Nolin, AICP  
Community Development Administrator

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**COMMENTS OR CONCERNS**

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1. GENERAL – The current land use for this area is light industrial with big-box retail on the opposite side of Kirk Street. The proposed use is forecasted to generate passenger car traffic, so the mingling of traffic on Kirk Street should be considered as part of the application. Kirk Street does not match the Village's standard for a street. Both the right-of-way and pavement is narrower than the Village's residential street standard. The Village's standards require sidewalk and street lighting, but neither are in place along Kirk Street or Lehigh Avenue. The paved width of Kirk Street is a few feet narrower than the Village's standard width. There are no parking restrictions along Kirk Street east of Merrimac Avenue, except that it is a snow route, so parking is restricted when there is 2 or more inches of snow on the pavement. The proposed use is located near Kirk Street's T-intersection at Lehigh Avenue. Some of the safety concerns could be reduced by this facility being an "end-unit" on the block.
2. GENERAL – Lehigh Avenue abuts the site. Note that Lehigh Avenue is a State highway under the jurisdiction of the Illinois Department of Transportation (IDOT). Any required improvements within this right-of-way would need to be approved by IDOT.
3. GENERAL – The Village requires sidewalk on Kirk Street and Lehigh Avenue. There is not a public sidewalk system to connect to in front of this site. The Village does not currently have a plan to construct sidewalk along Kirk Street and Lehigh Avenue. It is not expected this site would generate pedestrian traffic for its operations. It could generate recreational pedestrian trips if parents would be at the site during the training sessions. It should be considered whether adding sidewalk to this segment should be a condition of the permit.
4. GENERAL - The Village requires street lighting on Kirk Street and Lehigh Avenue. Street lighting on Kirk Street could improve safety for traffic entering or leaving this facility and should be considered as a condition of this permit. Street lighting on Lehigh Avenue is not recommended by the Department of Public Works due to the location of Lehigh Avenue relative to the active parts of this facility as well as the need for it to be part of a larger lighting project for Lehigh Avenue.
5. GENERAL – The proposed hours of operation given in the applicant's narrative attached to the Special Use Permit application vary from those presented in the Traffic Study, Part 3, Business Operations Characteristics. The applicant should clarify the proposed hours of operation for weekdays, Saturdays, and Sundays.
6. GENERAL – The applicant does not specifically mention the age limits of the anticipated students or other student demographics. It should be clarified whether any students might be old enough to drive at any point during training. This could possibly affect parking demand and place young, inexperienced drivers in the area.
7. GENERAL - Traffic Study Table 6: ITE Parking Demand Projections incorrectly labels "Use" as GIL Sewing Corporation. This incorrect information should be corrected.

8. TRAFFIC – The proposed parking will change the existing parking layout. The applicant will need to demonstrate fire trucks can circulate the site to respond to all emergency responses. Some adjustment of the number of parking spaces may result from this refinement.
9. TRAFFIC – The circulation of traffic into the dead-end area at the south end of the site should be discouraged, unless it could be improved to allow a reasonable turn-around area.
10. TRAFFIC - The Traffic Study should be revised to indicate where drop-offs and pick-ups will occur, so that can be evaluated. The applicant should be able to provide that information.
11. TRAFFIC – The mingling of large vehicles and site-generated traffic, especially at night during inclement weather is a concern. The Traffic Study does not include a complete analysis of the area's street network. It should be revised to include an evaluation of traffic entering or leaving Kirk Street, the characteristics of Kirk Street, describe any relevant factors which might affect traffic operations and safety during the applicant's proposed hours of operation, and suggest any remedies if necessary.
12. TRAFFIC – The effect of expanding a successful business and its effect on site circulation and network traffic has not been evaluated. The applicant should be able to provide some forecast for expanding the business. The Traffic Study would then either need to be revised and the change to the site reviewed or the permit should include a condition controlling the site's operation to the approved parameters.
13. TRAFFIC – The Traffic Study indicates traffic generated for weekends is greater than that projected for weekdays. There is no evaluation of weekend traffic on Kirk Street or Lehigh Avenue because the information is not publicly available. It is reasonable to believe that traffic generated by Menards might be higher on Kirk Street on the weekends when its patrons are more likely to take on home improvement projects or seasonal shopping. It seems unlikely there would be significant safety concerns from the volume of traffic on Kirk Street or Lehigh Avenue, but that is speculative without information to support it. If this is a concern, then traffic could be counted on a Saturday and an evaluation completed.
14. TRAFFIC – The Traffic Study does not provide a trip distribution analysis. It is reasonable to believe that students of the proposed Academy might arrive and depart from directions other than Lehigh Avenue. The applicant should address this possibility and the Traffic Study may need to be revised to include the additional analysis.
15. TRAFFIC – The Conclusion section of the Traffic Study states “no modifications along Lehigh Avenue, such as turn lanes or pavement striping modifications, are recommended.” The study lacks the analysis to support or contradict the recommendation.
16. TRAFFIC – It is assumed patrons and employees will drive to the site and walking, cycling, and transit trips are unlikely. There is a Pace bus stop within 800 feet of the facility. The Metra station is nearby. The applicant should be able to confirm how people will get to the site.
17. TRAFFIC - Traffic Study Table 3: Existing and Future Traffic Volume Comparison states the existing counts for weekday AM Peak is 328. In the appendix IDOT Traffic Volume Data, Volume Count Report shows 377 for the AM Peak. The Traffic Study should be revised to correct the contradictory information.
18. PARKING – The Traffic Study only reviews a portion of the parking spaces on the site abutting the proposed tenant space. A review of the parking supply on the entire site is needed to approve a special use permit that may constrain other possible uses of the remaining interior space. This tenant space accounts for approximately 12% of the existing 125,660 SF building. There is no data provided for the site's total parking supply count. There is no analysis or speculation of what could occupy the remaining tenant space and the associated parking demand.
19. PARKING – The conclusion of the Traffic Study related to parking supply and parking demand is an unreliable source for the Village to make a decision on the required number of parking spaces. It states the parking demand is 23 to 33 parking spaces and the parking supply allocated for the proposed tenant is only 14 parking spaces (of 44 spaces in the parking lot). It is understood the gymnastics academy does not allow parents to watch a class. First, any parent may choose to park at the site for some or all of the class. Second, enforcing the 14-parking-space limit will be difficult for the property owner to enforce. It is difficult to determine the number that may use the parking lot during the class. However, historically, these types of operations or operations that do not have a solid plan for handling traffic have tended to cause vehicles to accumulate into the abutting street and cause a problem for the Village. A circulation plan should be provided that demonstrates safe and orderly movements and help to visualize reliable parking and circulation patterns. The applicant should be able to answer questions about the patterns of drop-offs, pick-ups, and whether arrivals and departures are staggered.
20. PARKING – Per the 2018 Illinois Accessibility Code section 208.2, for a separate parking facility of 26-50 parking spaces, a minimum of two spaces should be accessible parking spaces whereas only one is noted on the Conceptual Parking Layout. The Traffic Study should include an exhibit of the pedestrian access route from these spaces to the accessible building entrance. This can be addressed in the permitting of the improvement, but would affect the number of parking spaces.
21. PARKING – The Traffic Study states the Conceptual Parking Layout in the appendix is helpful to the reviewer. Given the specific 44 parking space supply denoted with a predicted shortage of 2-29 spaces based on the method used to calculate the parking

demand estimate, the applicant should explain why more, if not all, of the 44 denoted spaces are not being allowed for use by the applicant to ensure an adequate parking supply for the applicant.


22. PARKING – It is understood this facility will be only for training and not for events or competitions. If the number of parking spaces is less than required by the code is allowed, then the permit should include a condition limiting the business operation to training only.
23. PARKING – The provided parking lot layout is conceptual at this time. A site plan of the parking lot layout designed by a professional engineer will be required for the permit application.
24. PARKING – Consider whether using the Athletic Club industry comparison for the various traffic volume and parking demand estimates is appropriate. The applicant should have parking supply and demand at its Gymnastics Academy sites in Arlington Heights and Libertyville as a basis of comparison.

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These comments accurately represent existing Village regulations or policies.

Name (please print): Chris Tomich, Village Engineer

Signed:



Date: 05/12/25

**Attachment C**

Staff Report to the Plan Commission for PC 25-05  
Prepared by Brandon Nolin, AICP, Community Development Administrator  
Dated May 13, 2025



To: Chairperson Kintner and Members of the Plan Commission

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

Date: May 13, 2025

Re: Plan Commission Case PC 25-05

Request for a Special Use for the operation of an indoor recreational facility at the property commonly known as 7840-60 Lehigh Avenue in Morton Grove, Illinois (PINs 10-29-100-047-0000, 10-29-100-048-0000, 10-29-100-049-0000), all within a M-2 General Manufacturing District pursuant to Section 12-4-4:E. The applicant is Vitrychenko Academy.

## STAFF REPORT

### Public Notice

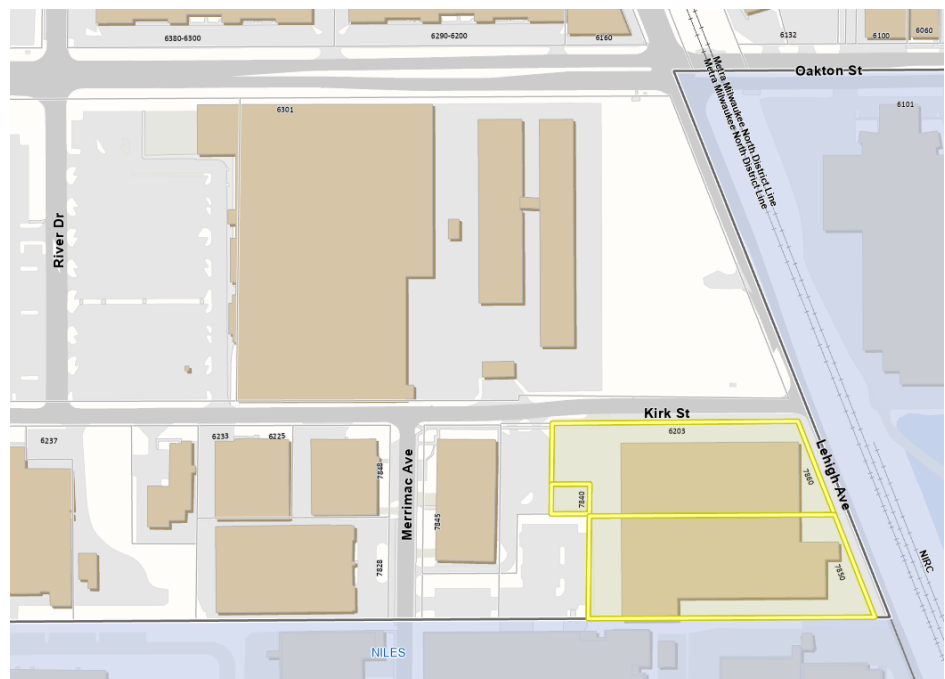
The Village provided Public Notice for the May 20, 2025, Plan Commission public hearing for PC 25-05 in accordance with the Unified Development Code. The Morton Grove Champion published a public notice on May 1, 2025. The Village notified surrounding property owners via mail and placed a public notice sign on the subject property on May 1, 2025.

### Application Summary

Vitrychenko Academy ("applicant"), submitted a complete application to the Department of Community and Economic Development under Case PC 25-05 requesting a Special Use Permit to operate an indoor recreational facility within the 125,660-square-foot industrial building at 7840-7860 Lehigh Avenue ("subject property"), which is zoned M-2 General Manufacturing. Indoor recreational facilities in the M-2 district are subject to Section 12-4-4:E. The applicant is leasing 14,660 sq. ft. to accommodate a proposed gymnastics training facility with four (4) mats, offices, and a lounge.

### Subject Property

The subject property consists of three (3) parcels occupied by an industrial building at 7840-60 Lehigh Avenue in Morton Grove, Illinois. The parcel is zoned M-2 General Manufacturing. The building that occupies the subject property is currently vacant and was the former location of a truck repair facility. The subject property is located to the east of another M-2 industrial property and south of a home improvement center (Menards) which is zoned C-1. All surrounding properties to the south are occupied by industrial buildings and located in the Village of Niles. Properties to the east across Lehigh Avenue are also industrial and located in the Village of Skokie.



**Subject Property Location Map**

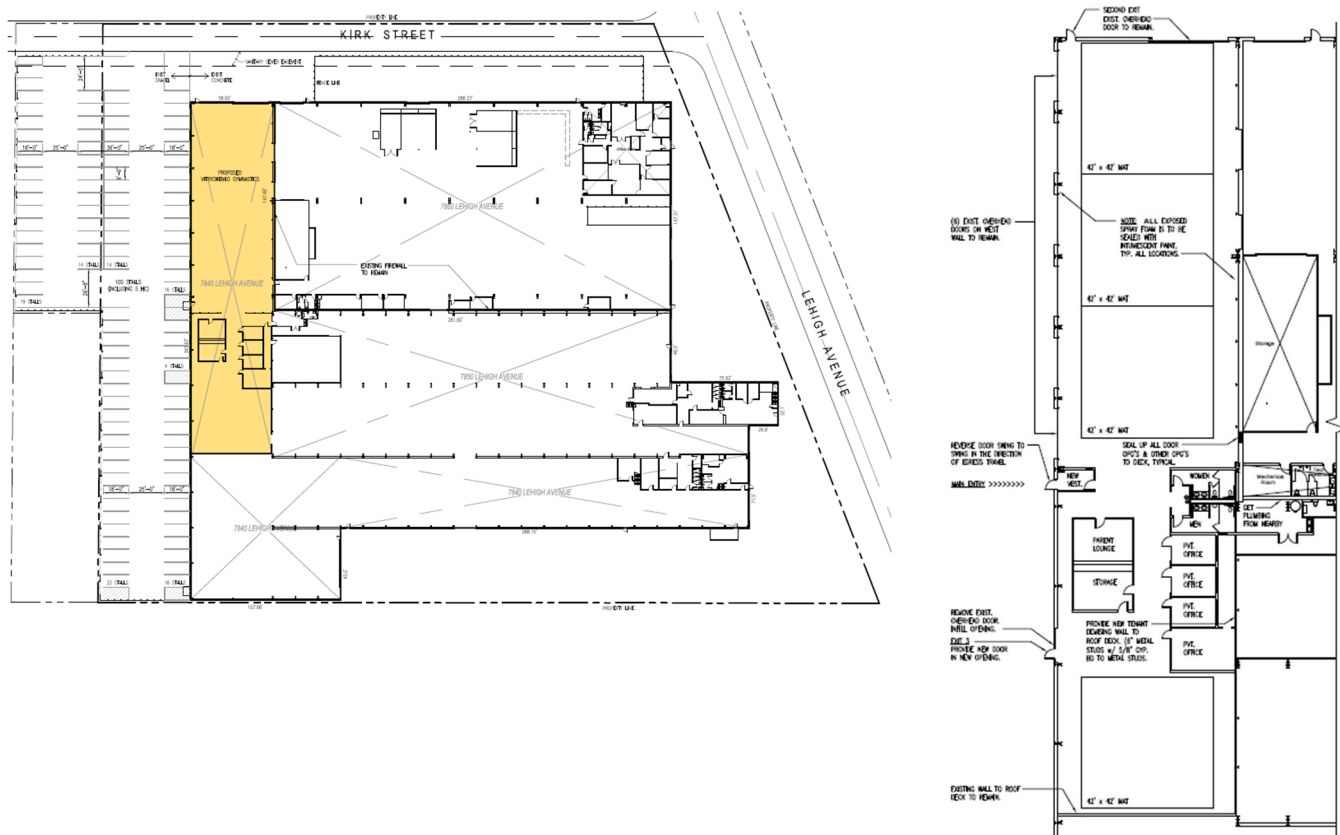
## Project Overview

Vitrychenko Academy is proposing an indoor recreational facility within the 125,660-square-foot industrial space at 7840-60 Lehigh Avenue, which is zoned M-2 General Manufacturing. The applicant proposes to lease 14,660 sq. ft. (12% of all leasable area in the structure) and is proposing a members-only gymnastics training facility with four (4) mats. The facility would accommodate a maximum of 35 individuals at one time with seven (7) employees on-site at any given time. The applicant indicates the anticipate an average of 25 students and families at the facility on a daily basis.

Most members range from elementary school-age to high school-age and many are dropped off/picked up by parents. Planned hours of operation are 4:40 pm to 9:00 pm on weekdays, 9:00 am to 5:00 pm on Saturdays, and 9:00 am to 3:00 pm on Sundays. Instruction would consist of a combination of one-on-one private coaching and group training classes.

The applicant operates a similar, but smaller facility in Arlington Heights, Illinois and is renting by the hour at Canlan Sports in Libertyville, Illinois. Their goal is to locate into a larger space for the long-term and eliminate the need to rent space elsewhere.

Proposed lighting is limited to four (4) wall-mounted lights and two (2) light poles in the parking lot. Proposed building signage is limited to a 32-square-foot wall sign above the main entrance, and a directory sign. Neither sign requires Appearance Commission review.



**Site Plan (Left) and Proposed Floor Plan (Right)**

## Zoning Review

A gymnastics training facility is proposed to occupy an existing industrial building that is zoned M-2 General Manufacturing. The proposed use is classified as an indoor recreational facility per Section 12-17-1 and requires a Special Use Permit within the M-2 district. The project will consist of interior renovations to the existing structure at the subject property including new bathrooms, repurposing existing office spaces, and the installation of regulation mats. Exterior modifications will be limited to the replacement of an overhead door with a new pedestrian entrance, parking lot lighting, and signage. The existing parking lot will also be reconfigured from a truck parking facility to accommodate passenger vehicles (see discussion below).

### **Future Tenants**

The subject property is a former truck repair facility that was recently purchased and is now vacant. Per a proposed demising wall plan shared by the property owner, the 7840-60 Lehigh Avenue building will likely be shared by up to four tenants. The property is zoned M-2 and manufacturing uses could occupy the space as permitted uses. This creates the potential for conflict with the proposed gymnastics training facility as it relates to noise, odor, and truck traffic generated by potential future uses. Staff reviewed these concerns with the applicant and are comfortable with the proposed demising wall plans and tenant configuration. The proposed gymnastics facility would occupy the westernmost portion of the building with its primary entrance located on the west façade facing a newly reconfigured parking lot. No truck access would be provided on the west side of the building. While six (6) overhead doors would remain in place, they would be inactive and wholly within the gymnastics facility envelope meaning no other tenant at the subject property could use them. One additional door is provided on the south end of the west parking lot, but would be for pedestrians only accessing the tenant to the south of the gymnastics training facility. Staff are generally satisfied with this configuration regarding mitigating potential future conflicts between adjacent uses. Parking availability remains the primary concern as discussed below.

### **Traffic Impact**

A traffic impact study was prepared by Kimley-Horn and is included in the hearing packet for Case PC 25-05. The study concluded that the proposed site plan has sufficient off-street parking to meet the demands of the proposed gymnastics training facility and projected future traffic can be successfully accommodated on the surrounding roadway network. Kimley-Horn found that the addition of traffic related to the proposed development would increase trips by an estimated 7-8% during a typical weekday and by approximately 27% during the weekday PM peak hour.

Staff cited a lack of information provided regarding the capacity of Kirk Street which is the roadway providing primary access to the proposed business location. The study also concludes that no modifications are needed to Lehigh Avenue to accommodate the use, but the study lacks the analysis to support or contradict such a finding other than noting general excess capacity of about 3,800 daily trips out of a total 10,000 daily trip capacity (38%). The Traffic Safety Commission did not raise concern with the applicant's responses to these issues during discussion.

### **Parking Impact**

As part of the traffic impact study, Kimley-Horn also evaluated parking. Parking at the 7840-60 Lehigh Avenue building will likely be shared by up to four tenants. The proposed site plan shows a parking lot with 100 spaces on the west side of the subject property, but no parking is identified for the other sides of the building. The proposed lease stipulates that parking will be assigned to Vitrychenko Academy based on the findings of the Kimley-Horn report. Based on Village requirements of one (1) space per 250 sq. ft., the facility would require 59 dedicated parking spaces. However, based on anticipated business operations and pick-up/drop-off activity, Kimley-Horn estimates a peak parking demand of 33 spaces.

### **Parking Concerns**

Staff are concerned that the proposed business could limit the ability to lease the other spaces available at the vacant property. The traffic study does not provide data addressing the site's total parking supply and no analysis is provided as to what parking demand may be generated by potential future uses that would be co-tenants at the subject property.

Per Section 12-7-3 of the Unified Development Code, the Village requires 1 off-street parking space for every 500 to 1,000 sq. ft. of several manufacturing uses (see below). However, many by-right uses within the M-2 district require 1 space per 250 sq. ft. When considering the 111,000 sq. ft. that could accommodate other uses at the subject property, anywhere from 111 to 444 spaces could be required. Conversely, general manufacturing uses require parking based on number of employees, so a manufacturer with greater space needs for machinery or storage and fewer employees may operate with no parking issues.

***The applicant or property owner should speak to how the overall property could be occupied while maintaining parking demand within the constraints of the parking supply at the subject property.***

**12-7-3: Off Street Parking - Required Spaces By Use:**

Manufacturing uses:	
Permitted and special uses in the manufacturing zoning district except for those uses specified below or where requirements have been set in other sections of this chapter	1.0 space per 250 square feet of gross floor area
Building material sales	1.0 space per 500 square feet of gross floor area
Cannabis cultivation centers	1.0 space per employee, plus 1.0 space per vehicle owned and used by the cultivation center only
Moving and storage facilities	1.0 space per employee plus 1.0 space for each vehicle owned or used in the business
Manufacturing uses	1.0 space for each 2.0 employees plus 1.0 parking space for each vehicle owned and used by the local plant only
Parcel and express services	1.0 space per 1,000 square feet of gross floor area or 1.0 space per employee whichever is greater
Public utility and public service use	1.0 space per each employee (minimum of 2.0 spaces)
Self-service storage or miniwarehouse facilities	1.0 space per 3,000 square feet of gross square feet of floor area
Warehouse and storage establishments	1.0 space per 1,000 square feet of gross floor area or 1.0 space per employee whichever is greater
Wholesale sales	1.0 space per 500 square feet of gross floor area plus 1.0 space for each vehicle owned or used in the business

**Parking Lot Lighting**

The proposed use would increase nighttime activity at the subject property which has historically been used for daytime activities. Parking lot lighting has been proposed using a combination of wall mounted lights and light poles, however no photometric analysis was provided that documents proposed light levels. The Conceptual Site Lighting Plan provided by the applicant indicates the extent of 0.1 footcandles and it appears that light levels along the property edge will be appropriate, but it is not clear as to whether lighting is sufficient to provide proper security for patrons visiting in the evenings. *Staff recommends as a condition of approval that, prior to the issuance of a building permit, the applicant shall submit a photometric analysis to document appropriate lighting, subject to review and approval of the Community Development Administrator or requirement by the Village to install necessary lighting.*

**Commission Review**

**Appearance Commission**

The Appearance Commission chairperson agreed to waive the requirement for the Appearance Commission review. Since the only exterior improvements proposed include a compliant wall sign and directional sign with parking lot lighting, the Appearance Commission review was deemed as not warranted.

**Traffic Safety Commission**

On May 1, 2025, the Traffic Safety Commission (TSC) reviewed Case PC 25-05 and the Traffic Impact Study including a revision memo. At the conclusion of the discussion, the TSC voted unanimously (6-0) to recommend approval of the application. If the Plan Commission approves the request to amend the Special Use Permit, the following conditions were recommended for inclusion by the TSC (see “**Attachment A**”):

- *Look into speed control measures in the parking lot.*

**Departmental Review**

The proposed project was reviewed by several department representatives with the Department of Public Works being the only department to provide comments (see “**Attachment B**”).

- **Building Department:** No comments at this time.
- **Fire Department:** No comments at this time.
- **Public Works Department/Engineering:** In review of the proposed project, the Village Engineer issued several comments dated May 12, 2025, regarding:
  - Kirk Street traffic concerns related to the width of the street and adjacency of the home improvement center retail, current street lighting, and lack of sidewalks.
  - IDOT control of Lehigh Avenue.
  - Discrepancies between the Traffic Study and proposed project details regarding hours of operation and potential traffic volumes.
  - Lack of information regarding student ages and the parking configuration for the site as a whole.
  - The potential need for a turnaround area at the south end of the parking lot.
  - Need for additional discussion of potential future expansion of the business if successful and related

- impacts.
- Insufficient information to support findings including the assertion that no improvements are needed to Kirk Street or Lehigh Avenue.
- The need for a parking plan for the larger site including a circulation diagram for pick-up/drop-off.

### **Standards for Review**

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

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

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

### **Recommendation**

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

*Motion to recommend approval of Case PC 25-05, a request for a Special Use Permit to allow an indoor recreational facility, all within a M-2 General Manufacturing District pursuant to Section 12-4-4:E, at the property commonly known as 7840-60 Lehigh Avenue in Morton Grove, Illinois, subject to the following conditions:*

1. *Prior to filing any Building Permit Application, the owner/applicant shall provide the Village with a final site plan for review and approval. Final plans must be deemed consistent with the approved elevations and materials, as determined by the Community Development Administrator. If such designs are deemed to be inconsistent with the approved plans then the owner/applicant will be required to file an application for an amendment to the Plan Commission.*
2. *Prior to filing any Building Permit Application, the owner/applicant shall provide the Village with a final parking plan that identifies parking stall (including ADA spaces) for the entirety of the subject property. The parking plan must be consistent with representations made during the approval process, as determined by the Community Development Administrator. If such parking plan is deemed to be inconsistent with the approved plans and representations then the owner/applicant will be required to file an application for an amendment to the Plan Commission.*
3. *Prior to filing any Building Permit Application, the owner/applicant shall provide the Village with a final photometric analysis to document appropriate lighting, subject to review and approval of the Community Development Administrator. If lighting is deemed to be insufficient, the owner/applicant shall be required to revise the lighting plan and install necessary lighting as directed by the Village.*
4. *The Business Compliance Certificates issued for all future businesses to be located at the subject property shall*

*include conditions related to parking to ensure that no combination of uses results in a demand for parking in excess of the parking provided on-site at the subject property based on the approved parking plan.*

5. *Gymnastics training operations at the subject property shall be limited to training and education, and the hosting of tournaments and special events shall be prohibited.*
6. *The Applicant shall comply with all comments issued by the Village Engineer in the departmental comment form dated May 12, 2025, by strict or alternative compliance, subject to their respective approvals.*

*(Any other conditions recommended by the Plan Commission)*

## **Attachments**

- **Attachment A** – Plan Review Comment Form for PC 25-05, prepared by Keith White, Traffic Safety Commission Chair dated May 12, 2025
- **Attachment B** – Plan Review Comment Forms for PC 25-05, prepared by Chris Tomich, Village Engineer dated May 12, 2025
- **Attachment C** – Final Plans and Supporting Documents for PC 25-05

**Attachment D**

Final Plans and Supporting Documents for PC 25-05

1. *Special Use Application, submitted by Vitrychenko Academy, received April 11, 2025*
2. *Written Authorization from Property Owner Jon Vandehey, dated April 4, 2025*
3. *Business Description, submitted by Vitrychenko Academy, received April 25, 2025*
4. *Plat of Survey of 7840-60 Lehigh Avenue, prepared by Lichtenwald-Johnston Iron Works Co., dated September 14, 1976*
5. *Site Plan, prepared by Design Partners Architects, dated June 27, 2023*
6. *Proposed Floor Plan, prepared by Gillespie Design Group, dated April 2, 2025*
7. *Detailed Site Plan, prepared by Gillespie Design Group, dated April 24, 2025*
8. *Potential Tenant Demising Plan, prepared by Gillespie Design Group, dated April 24, 2025*
9. *Conceptual Lighting Plan, prepared by Gillespie Design Group, dated April 24, 2025*
10. *Building Code Review Plan, prepared by Gillespie Design Group, dated December 8, 2023*
11. *Sign Application, submitted by Vitrychenko Academy, received April 11, 2025*
12. *Lease Agreement, submitted by Vitrychenko Academy, received April 11, 2025*
13. *Traffic and Parking Study, prepared by Kimley-Horn, Inc., dated April 7, 2025*
14. *Special Use Permit Staff Review Comments Response Memorandum, prepared by Gillespie Design Group, dated April 24, 2025*



# SPECIAL USE APPLICATION

Village of Morton Grove  
Department of Community Development  
6101 Capulina Avenue, Morton Grove, Illinois 60053  
commdev@mortongroveil.org | 847-663-3063

Case Number: \_\_\_\_\_ Date Application Filed: \_\_\_\_\_

## APPLICANT INFORMATION

Applicant Name: Olena Vitrychenko  
Applicant Organization: Vitrychenko Academy  
Applicant Address: 739 Concorde Drive  
Applicant City / State / Zip Code: Highland Park, Illinois 60035  
Applicant Phone: 224-241-0247  
Applicant Email: vitrychenkoolena@gmail.com  
Applicant Relationship to Property Owner: Prospective Tenant  
Applicant Signature: [Signature] 4/10/2025  
8832DEED25014CB...

## PROPERTY OWNER INFORMATION (IF DIFFERENT FROM APPLICANT)

Owner Name: Vandy Properties Morton Grove, LLC  
Owner Address: 1945 Green Tree Road  
Owner City / State / Zip Code: Junction City, Wisconsin 54443  
Owner Phone: \_\_\_\_\_  
Owner Email: ionv@ascendtrucks.com  
Owner Signature: [Signature] 4/10/2025  
EABF0646137D4E2...

## PROPERTY INFORMATION

Common Address of Property: 7840-7860 Lehigh Avenue Morton Grove  
Property Identification Number (PIN): 10-29-100-047-0000  
Property Square Footage: 125,660  
Legal Description (attach as necessary): See Special Warranty Deed  
Property Zoning District: M-2

## APPLICATION INFORMATION

Requested Special Use: Indoor Recreational Facility  
Purpose of Special Use (attach as necessary): Vitrychenko Academy is a rhythmic gymnastics training facility with both 1:1 private coaching and group training classes. We are requesting a variation to allow this facility as Indoor Recreation.



## RESPONSES TO STANDARDS FOR SPECIAL USE

Provide responses to the seven (7) Standards for Special Use as listed in Section 12-16-4-C-5 of the Village of Morton Grove Unified Development Code. The applicant must present this information for the official record of the Planning Commission. The Special Use Standards are as follows:

- a. The establishment, maintenance, or operation of the Special Use will not be detrimental to, or endanger the public health, safety, morals, comfort, or general welfare.  
Vitrychenko Academy will not be detrimental to the Public. A business like this increases the general welfare of the Village of Morton Grove.
- b. The Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.  
This indoor recreational facility is beneficial to the Village. Having an Olympian business owner in the Village increases the prestige and improves the area.
- c. The establishment of the Special Use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.  
The Academy is structured and quiet in nature. The Special Use will not impede the business and development of the surrounding area.
- d. Adequate utilities, access roads, drainage and/or necessary facilities have been or are being provided.  
The space will be separately metered for gas and electric. The Landlord is placing signs about permeable asphalt on property for drainage. A parking and traffic study has been completed.
- e. Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.  
The Special Use is not contrary and will only benefit the Village of Morton Grove.
- f. The proposed Special Use is not contrary to the objectives of the current Comprehensive Plan for the Village of Morton Grove.  
The Special Use is not contrary and will only benefit the Village of Morton Grove.
- g. The Special Use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified pursuant to the recommendations of the Commission.  
Vitrychenko Academy will always conform to the applicable regulations of the Village.

Vitrychenko Academy is a distinguished rhythmic gymnastics school dedicated to nurturing gymnasts of all levels, from beginners to elite athletes who represent the USA national team. Founded in 2014, the academy has quickly established itself as a leader in the field of artistic development and competitive success. Under the guidance of Olena Vitrychenko, a nine-time World Champion, twelve-time European Champion, and bronze medalist in the Atlanta 1996 Olympics, our program emphasizes excellence in training, discipline, and artistry.

Vitrychenko Academy currently employs 7 dedicated staff members, with a maximum of 35 individuals in the gym at any given time to ensure personalized coaching and mentorship for our athletes. On average, we anticipate welcoming approximately 25 students and families at our facility daily.

Vitrychenko Academy operates from 4:30 PM to 9:00 PM Monday-Friday, with our dedicated team members arriving by 4:30 PM and departing at 9:00 PM. On occasion there will be 1:1 training with Olena occurring during the typical weekday schedule. The times vary because students are typically in school. She may also be at the Academy during the middle of the day working through paperwork.

On Saturdays, Vitrychenko Academy operates group classes from 9am through 5pm. On Sundays, the Academy has private, 1:1 training from 9am to 3pm.

We also prioritize accessibility for our families, offering ample customer parking and well-organized pick-up/drop-off procedures to ensure the safety and convenience of our young gymnasts. The families are required to drop off the students and those parents frequent the surrounding businesses in the community. The parents do not wait in their vehicles for their children. Around 10% of the parents come inside at the end of class to pickup their children, but typically students leave the facility and get picked up in their parents vehicle.

There will be a parent's lounge in the space, reusing existing conditions of the space.

Also the four existing private offices are used in the following manner:

- Biggest Private Office Room is used for little kids class (Ages 3-4)
- Private Office 2 is the coaches office/resting area
- Private Office 3 is Olena Vitrychenko's office
- Private Office 4 is for gymnast resting/recovery room.

# **VANDY PROPERTIES MORTON GROVE, LLC**

April 4, 2025

**Village of Morton Grove**

**Department of Community Development**

**6101 Capulina Avenue**

**Morton Grove, Illinois 60053**


**Department of Community Development,**

To whom it may concern, my name is Jon Vandehey, the Manager of Vandy Properties Morton Grove, LLC.

Vandy Properties Morton Grove LLC owns the property at 7840-7860 Lehigh in Morton Grove.

Please allow this letter as written authorization for **Vitrychenko Academy Corp.** to file the Special Use application for occupancy and accept conditions of approval regarding the project and at this property.

Sincerely,

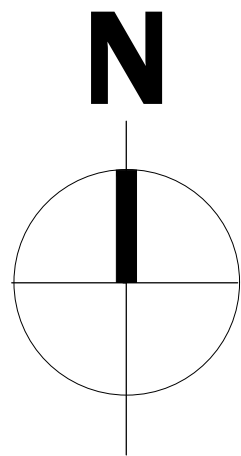
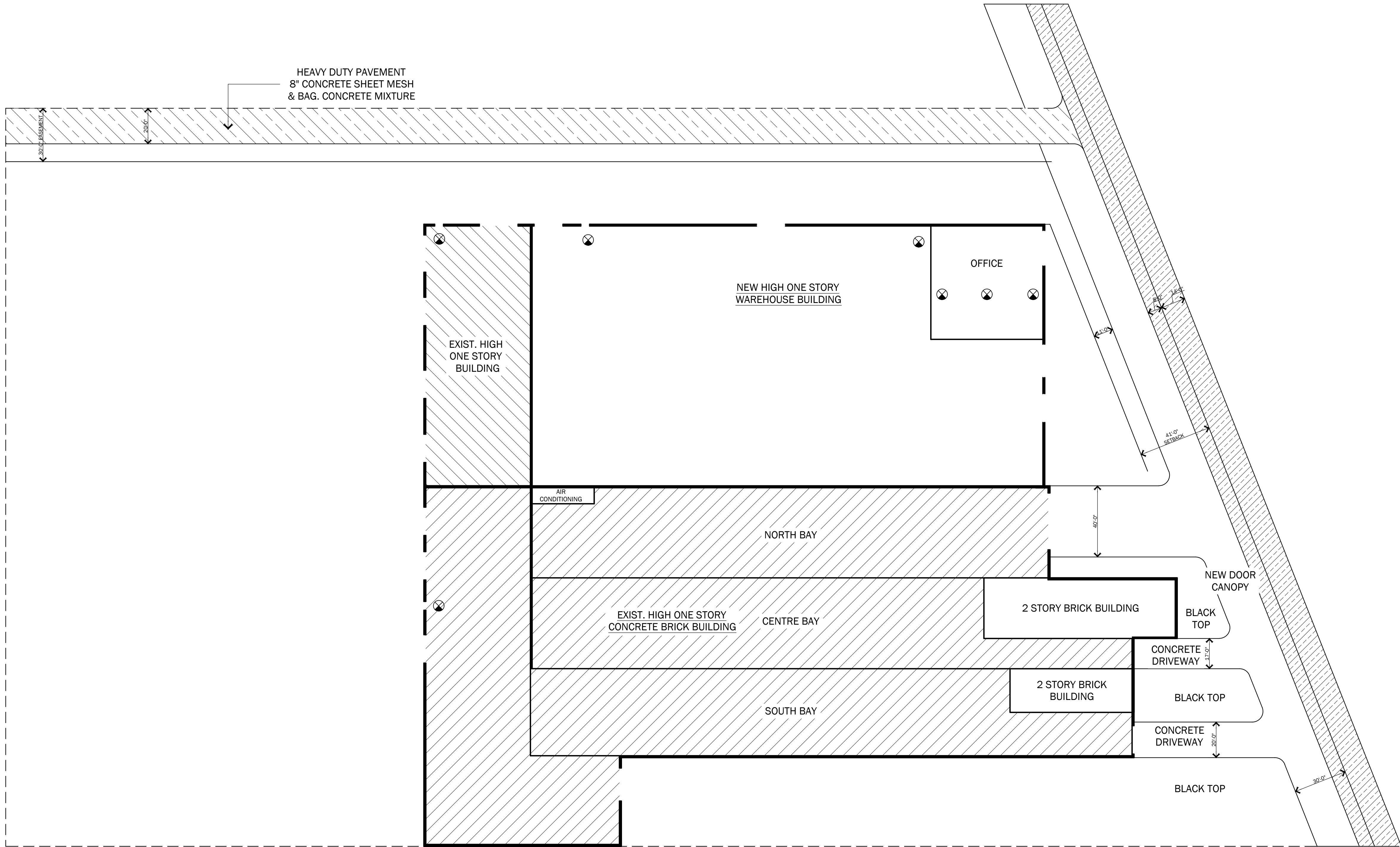


**John Vandehey**









# SITE PLAN

**SITE PLAN**  
SCALE: 1/32" = 1'-0"

## CERTIFICATION

These drawings have been prepared under the Architect's direct supervision and in the Architect's opinion, these drawings comply with applicable codes. This certification is void if there are any changes or deviations from these drawings without the Architect's written approval.



Roman Schlaeger, Architect, for DESIGN PARTNERS ARCHITECTS LTD.,  
an Illinois Registered Design Firm LIC EXP: NOV 31, 2042



586 GREEN BAY RD. GLENCOE, IL 60022  
www.DesignPartnersArchitects.com  
647.507.4400

06/27/2023  
ISS. FOR PERMIT  
REVISIONS DATE

PROJECT

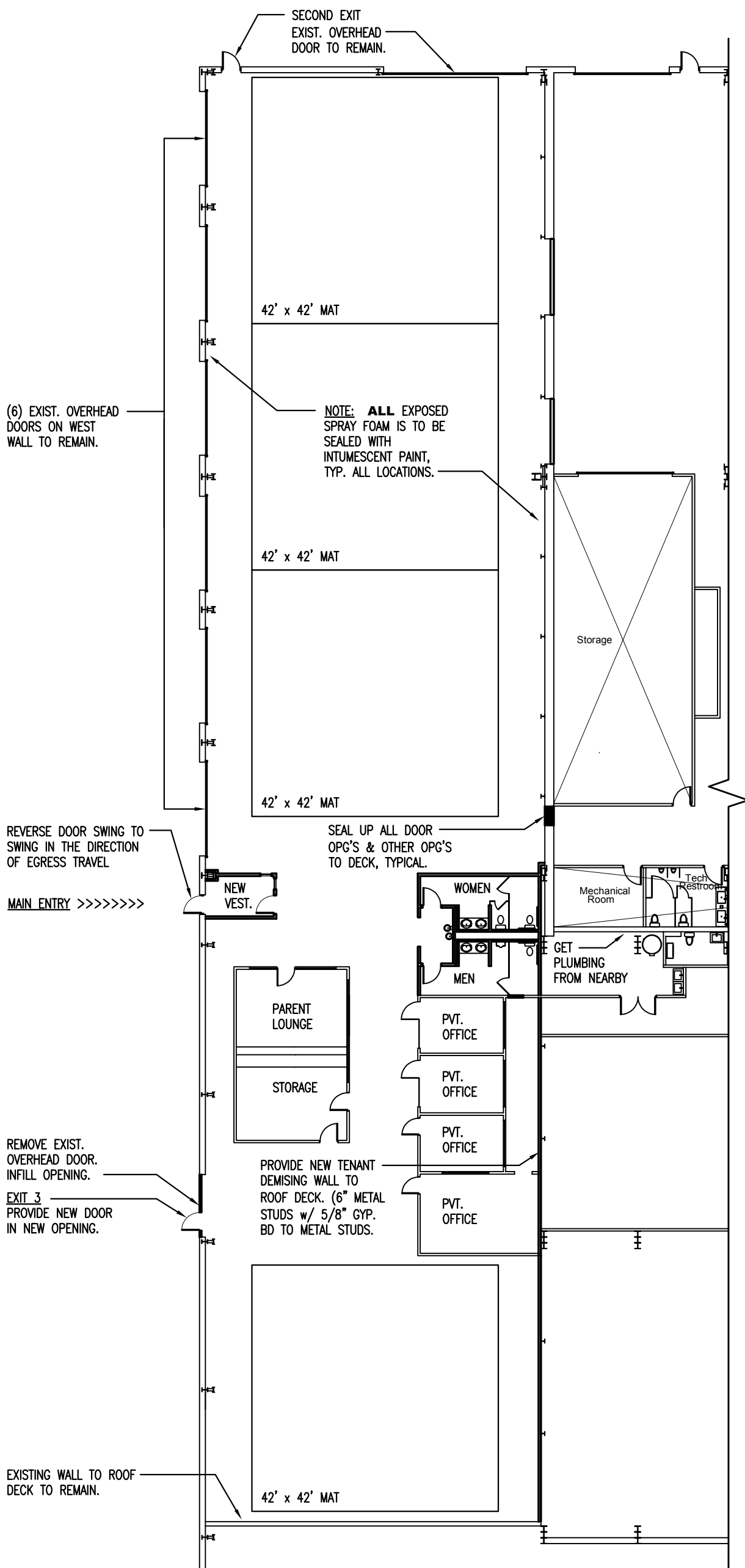
**7840 - 7860**  
LEHIGH AVE.  
MORTON GROVE, IL

AS BUILT  
SITE PLAN

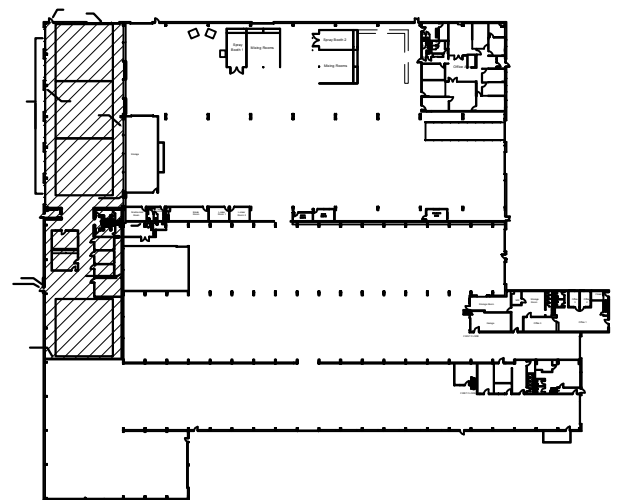
DRAWN BY: BHAGAT CHECKED BY: RS

ORIGINAL DATE OF ISSUE: SEE ABOVE

**A1**



**PROPOSED FLOOR PLAN**  
1" = 20'-0"



AREA OF WORK SHOWN SHADED

**KEY PLAN**  
NO SCALE



**Syncr-Gymnastics**  
7860 LEHIGH ROAD  
MORTON GROVE, ILLINOIS

**GILLESPIE  
DESIGN  
GROUP**

P.O. Box 64  
Ringwood, Illinois 60072  
815.653.7100 phone  
www.gillespiedesigngroup.com

date 04/02/25  
project number 25-008

**PROPOSED FLOOR PLAN**  
**TENANT SPACE = APPROX. 14,660 SF**

SHEET 1 OF 1

NOTE:

AT EVERY EXIT DOOR PER THESE DRAWINGS, AND FOR EVERY EXIT AT EACH PHASE OF OCCUPANCY, THERE NEEDS TO BE ALL OF THE FOLLOWING:

1. THE EXIT DOOR SHALL SWING OPEN IN THE DIRECTION OF EGRESS AND OPEN FROM THE BUILDING TO AN EXIT DISCHARGE.
2. THE EXIT DISCHARGE SHALL BE A CONCRETE LANDING AT THE EXTERIOR OF EACH EXIT DOOR SIMILAR TO DWG. 3/A002.
3. THE EXIT DISCHARGE SHALL HAVE LIGHTING.
4. THE EXIT DISCHARGE SHALL BE AT GRADE AND PROVIDE A DIRECT PATH OF EGRESS TRAVEL TO A PUBLIC RIGHT-OF-WAY.
5. THE PATH OF EGRESS TRAVEL SHALL BE A CLEAR AND LEVEL PATH, WITH A MINIMUM WIDTH OF 44", OPEN TO THE EXTERIOR, PERMANENTLY MAINTAINED TO BE CLEAR AND UNOBSTRUCTED, AND SHALL PROVIDE ACCESS TO LEHIGH AVENUE OR KIRK STREET.



Noctura Series  
LED Area Luminaires

Product Description

The Noctura® LED Area luminaire minimizes cost of ownership with easy installation, high performance and quality backed by a Cree Lighting 5-year limited warranty. The Noctura Series has a coordinated style across area, flood and wall mount luminaires to provide a consistent daytime appearance across a building site or campus. Versatile mounting configurations offer installation flexibility and ease of application for direct pole, fence or vertical flat surface mounting.

**Applications:** Ideal for both retrofit and new installation: parking area, security, or site pathway applications.

Performance Summary

**Lumen Output:** Up to 35,600 lumens  
**Efficacy:** Up to 155 LPW  
**CRI:** Minimum 90 CRI  
**CCT:** 4000K  
**Limited Warranty:** 5 years for luminaire, mounts, backlight shields, bird spikes, occupancy sensor and cable/1 year for remaining field-installed accessories

\*See [www.cree.com/lighting.com/resources/noctura](http://www.cree.com/lighting.com/resources/noctura) for warranty terms.

Accessories

Field-Installed	Button Photocell	Pole Mounted Occupancy Sensor
<b>Backlight Shield</b> NTA-BLSF-11L - For use with T1L only NTA-BLSF-19L - For use with T1L only NTA-BLSF-25L - For use with 25L only <b>Bird Spikes</b> NTA-BRSPFK-19L - For use with T1L only NTA-BRSPFK-25L - For use with 25L only	<b>Button Photocell</b> NTA-BLSF-11L - For use with T1L only NTA-BLSF-19L - For use with T1L only NTA-BLSF-25L - For use with 25L only <b>Shunting Cap</b> KA-KSL5-RT	<b>Pole Mounted Occupancy Sensor</b> NTE-FSP2718-S-17-01 - Requires KA-SK6000EM - Requires KA-SENSEEM - For successful implementation of the Pole Mounted Occupancy sensor, a minimum of one hand-held remote is required.

Ordering Information

Fully assembled luminaire is composed of two components that must be ordered separately.

**Example:** Mount: NTA-DA-EZ-U + Luminaire: NTA-A-NM-T2-11L-40K-UL-BZ

Mount (Luminaire must be ordered separately)*	
<b>Direct Arm Mounts</b> NTA-DA-EZ-U (120-480 Volt) - Direct Arm Mount NTX-76-EZ-U (120-480 Volt) - Extended Arm Indicator - NEMA® 7-pin Photocell - Must be used with NTA-DA-EZ-U mount NTX-36-EZ (120-277 Volt) - Extended Arm includes a NEMA® 3-pin Photocell - Reciprocate - Must be used with NTA-DA-EZ-U mount	<b>Adjustable Arm Mounts</b> NTX-AA-EZ-U (120-480 Volt) - Adjustable Arm Mount w/ knockout for field installed Button Photocell (by other) NTX-AA-76-EZ-U (120-480 Volt) - Adjustable Arm Mount w/NEMA® 7-pin Photocell/ Reciprocate
<b>Transition Mounts</b> NTX-TB-EZ-U (120-480 Volt) - Transition Mount NTX-TB-76-EZ-U (120-480 Volt) - Transition Mount w/NEMA® 7-pin Photocell/ Reciprocate NTX-TB-PK-EZ-U (120-480 Volt) - Transition Mount w/knockout for field-installed Button Photocell (by other)	

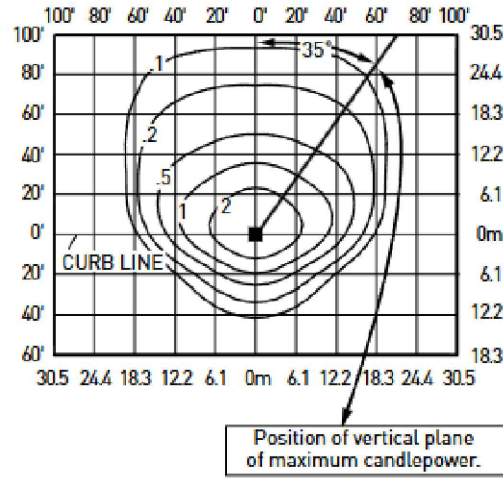
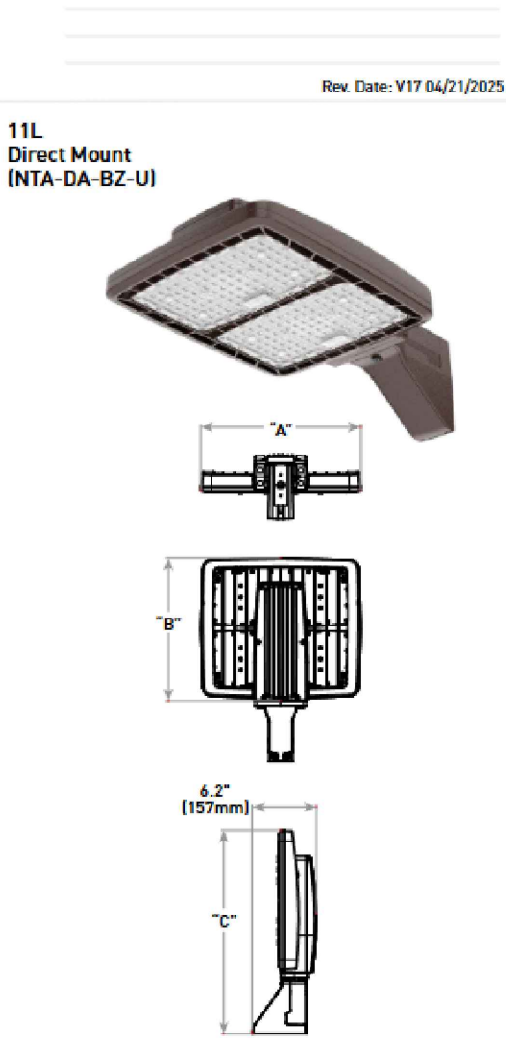
\* See page 9 for additional line drawings.  
\*\* Includes housing & mount. For housing height only refer to page 20.  
\*\*\* Refer to page 10 for fixture mounting drill pattern.

Luminaire (Mount must be ordered separately)**				Lumen Package**	CCT	Voltage	Finish
Family	Series	Mounting	Optic*	Available T1L Product Combination			
NTA	A	NM	T1 - Type II	11L	40K	UL - 120-277V	02
NTA	A	NM	T1 - Type IV	11L	40K	UL - 120-277V	02
Available T1L Product Combination				19L	40K	UL - 120-277V	02
NTA	A	NM	T1 - Type IV	19L	40K	UL - 120-277V	02
Available T1L Product Combination				25L	40K	UL - 120-277V	02
NTA	A	NM	T1 - Type II	25L	40K	UL - 120-277V	02
NTA	A	NM	T1 - Type IV	25L	40K	UL - 120-277V	02
NTA	A	NM	T1 - Type X	25L	40K	UL - 120-277V	02

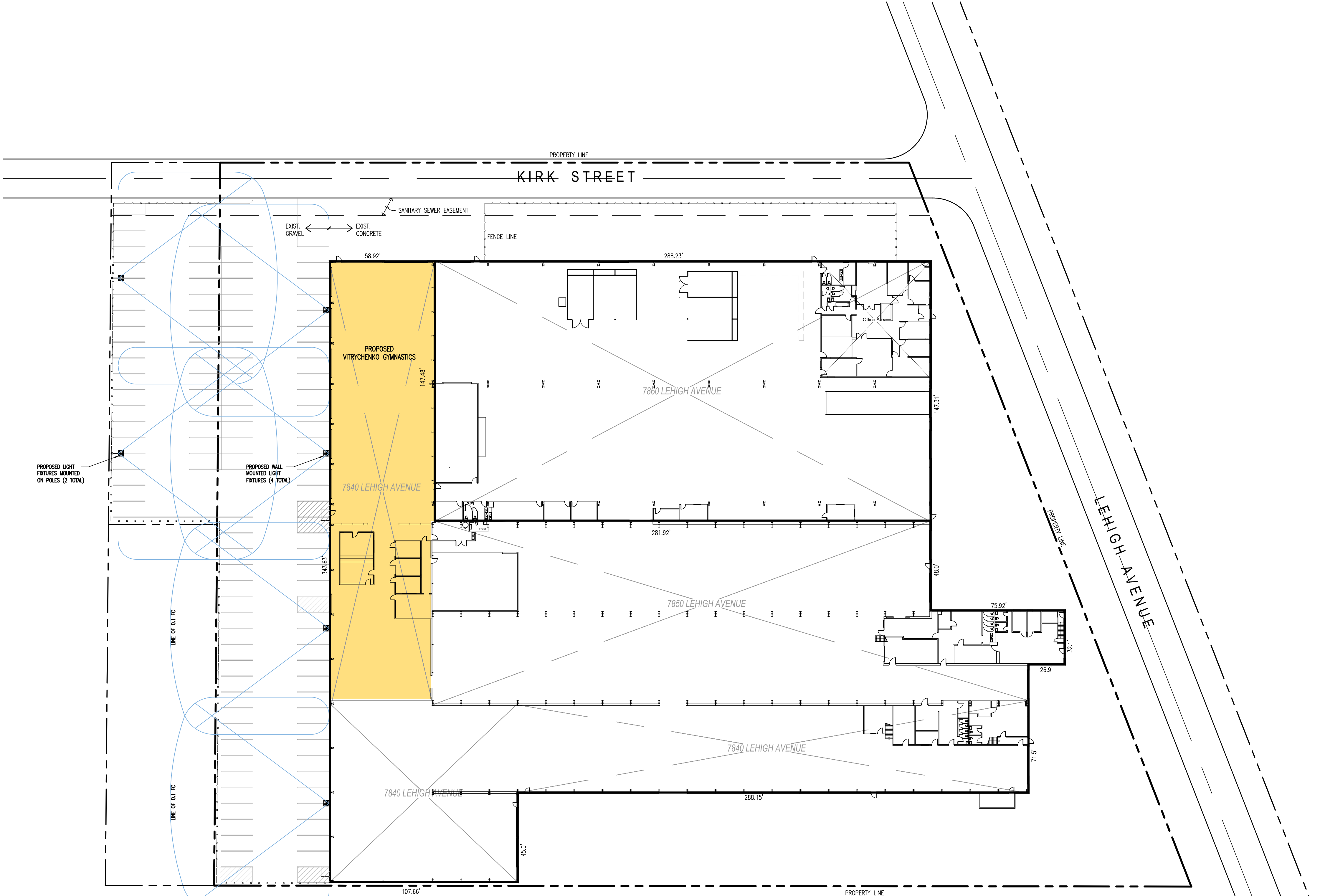
\* Available with Backlight Shield when ordered with field-installed accessory (see table above)  
\*\* Lumen Package code: identify approximate light output only. Actual lumen output levels may vary depending on CCT and optic selection. Refer to Initial Delivered Lumen values for specific lumen values  
\*\*\* Based on latest product availability. Consult factory for availability.



CREE LIGHTING



NTA-A-NM-T4-11L-40K-UL-BZ  
Mounting Height: 25' (7.6m) A.F.G.  
Initial Delivered Lumens: 11,475  
Initial FC at grade



- NOTES:
1. LIGHT FIXTURES AT BOTH WALL PACKS AND ON LIGHT POLES ARE MOUNTED AT 25'-0" HEIGHT.
  2. LIGHT FIXTURES ARE 35,600 LUMENS, LED, 4000K, WITH MEDIUM BRONZE FINISH.
  3. SEE NOCTURA SERIES LIGHT FIXTURE, AS MANUFACTURED BY CREE LIGHTING, CUT SHEET AND PHOTOMETRIC PLAN THIS SHEET.

GILLESPIE  
DESIGN  
GROUP  
ARCHITECTS • PLANNERS  
PO BOX 64  
RINGWOOD, IL 60072  
815-653-7100  
www.gillespiedesigngroup.com

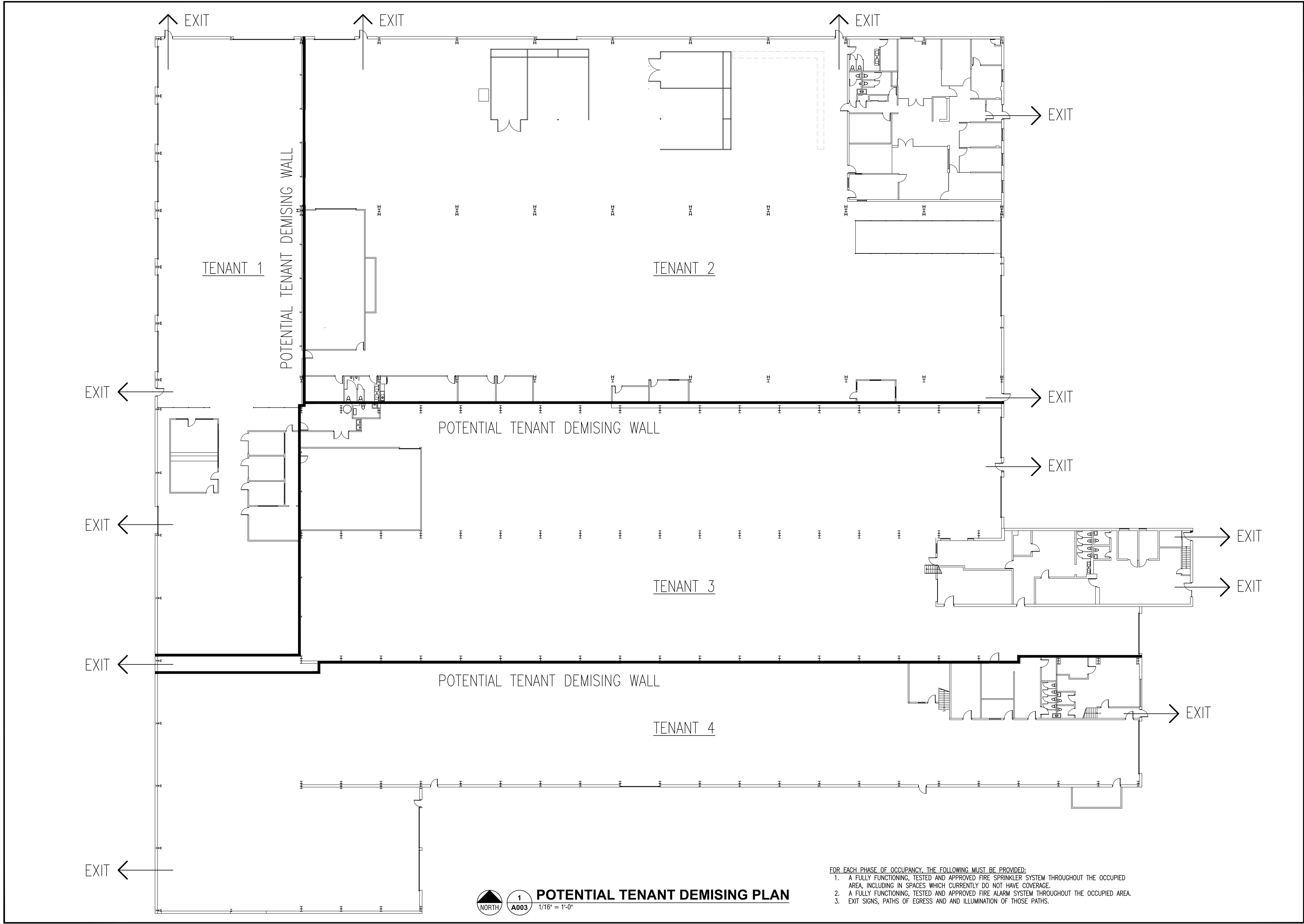
project number  
25-008

TENANT IMPROVEMENTS  
VITRYCHENKO GYMNASTICS  
7860 LEHIGH AVENUE  
MORTON GROVE, ILLINOIS 60053

date	description
4/24/25	SPECIAL USE PERMIT

CONCEPTUAL LIGHTING PLAN

A002



1  
A003

POTENTIAL TENANT DEMISING PLAN

1/16" = 1'-0"

- FOR EACH PHASE OF OCCUPANCY, THE FOLLOWING MUST BE PROVIDED:
1. A FULLY FUNCTIONING, TESTED AND APPROVED FIRE SPRINKLER SYSTEM THROUGHOUT THE OCCUPIED AREA, INCLUDING IN SPACES WHICH CURRENTLY DO NOT HAVE COVERAGE.
  2. A FULLY FUNCTIONING, TESTED AND APPROVED FIRE ALARM SYSTEM THROUGHOUT THE OCCUPIED AREA.
  3. EXIT SIGNS, PATHS OF EGRESS AND AND ILLUMINATION OF THOSE PATHS.

date	description
4/24/25	SPECIAL USE PERMIT



Village of Morton Grove  
Department of Buildings  
6101 Capulina, Morton Grove, IL 60053  
Phone: 847/ 470-5214 Fax: 847/ 663-6185

## SIGN APPLICATION

All information below must be filled in prior to submission (Please Print):

Date Filed: 04 / 10 / 25 Tax Index #: \_\_ - \_\_ - \_\_ - \_\_ - \_\_ - \_\_

Project Address: 7860 Lehigh Morton Grove Unit #           

Project Description: Vitrychenko Academy Construction Value: \$ 1,560.00

### Office Use Only

Permit #:                                 

Date Issued:                                 

<b>Property Owner:</b> <u>Vandy Properties Morton Grove, LLC</u>	<b>Contractor:</b> <u>Image 360 South Elgin</u>
<b>Address:</b> <u>1945 Green Tree Road</u>	<b>Address: No P.O. Box</b> <u>560 Sundown Rd.</u>
<b>City / State / Zip Code:</b> <u>Junction City, Wisconsin 54443</u>	<b>City / State / Zip Code:</b> <u>South Elgin, IL. 60177</u>
<b>Phone #:</b> <b>Email:</b> <u>jonv@ascendtrucks.com</u>	<b>Phone #:</b> <u>847 571-6135</u> <b>License No</b> <b>Email:</b> <u>Rafael@image360se.com</u>
<b>Name of Business:</b> <u>Vintrychenko Academy Corp.</u>	
<b>Contact Name:</b> <u>Olena Vitrychenko</u>	
<b>Address:</b> <u>739 Concode Ave.</u>	<b>Address: No P.O. Box</b>
<b>City / State / Zip Code:</b> <u>Highland Park, Illinois 60035</u>	<b>City / State / Zip Code:</b>
<b>Phone #:</b> <u>224 241-0247</u> <b>Email:</b> <u>vitrychenkoolena@gmail.com</u>	<b>Phone #:</b> <b>Fax #:</b> <b>License No</b>

### Requirements:

**Required Submissions** - This application must be accompanied by the following:

- Construction Plans (3 sets)

**Required Inspections** - When this permit is approved, the following inspections will be made.  
The applicant is required to request these inspections at least (24) twenty four hours in advance, and their  
Authorized agent must be present.

- Final – Electrical/Sign Finalize Sign

### Required Fees

When this permit is granted, the following fees must be paid. The amount of the fees will be calculated based on the  
Plans submitted.

Sign..... \$



STRUCTURAL CHARACTERISTICS							
(Fill in Appropriate Column Each Sign)							
	Freestanding	Wall		Mansard	.Canopy	Awning	Other
Length of street frontage (unit of multi-tenant) <b>343 feet</b>							
RECORD MEASUREMENTS IN TENTHS (Feet) (Example: 4.2 Feet)							
Height		40 ft					
Width		343 ft.					
Area (Sq. Ft.)		32 Sq.					
Overall Height (from finished grade)		20 feet					
Electric – provide one-line drawing		N/A					

**ILLUMINATION:**

NEON \_\_\_\_\_ FLUORESCENT \_\_\_\_\_ INCANDESCENT \_\_\_\_\_ LED \_\_\_\_\_  
 TOTAL CANDLE POWER OUTPUT (DIVIDE TOTAL LUMENS BY 12.57 TO OBTAIN TOTAL CANDLEPOWER AT THE SOURCE/SIGN) \_\_\_\_\_

**NOTE: ALL HOLES IN BUILDING WALLS MUST BE PATCHED AND PAINTED PRIOR TO ANY NEW OR REPLACEMENT SIGNS BEING INSTALLED.**

The undersigned hereby makes application for a permit to erect a building / structure, etc. In the Village Of Morton Grove and in accordance with the ordinances of the Village of Morton Grove and in accordance with the plans and specifications herewith submitted and filed in consideration of the issuance of this permit, and other good and valuable considerations the receipt of which is hereby acknowledged, we/I do hereby agree and covenant to forever hold harmless the Village of Morton Grove, Its agents and employees, and to save them from all costs, claims, suits, demands, and actions arising from or through or because of or in any way connected with any work performed or being done in the excavation, construction, building, or finishing of the premises for which this permit is issued.

Date: 04 / 10 / 25 Contractor: Rafael Plazola

Date: \_\_\_ / \_\_\_ / \_\_\_ Owner: \_\_\_\_\_

Date: \_\_\_ / \_\_\_ / \_\_\_ Building Commissioner: \_\_\_\_\_

# MOCKUPS AND PRELIMINARY DESIGN IDEAS

Customer Name / Estimate #: E-41614

7860 Lehigh Ave, Morton Grove, IL 60053

Date: 04-10-25

Created by: Rafael Plazola

Additional Description and/or Design Notes:

(1) 48" x 96" White ACM Panel with vinyl

Installation included

Non-illuminated

NOT A FINAL PROOF - This form is intended to get the idea and design process started only. You will be asked to approve a proof before any production will take place.



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## MOCKUPS AND PRELIMINARY DESIGN IDEAS

Customer Name / Estimate #: E-41614

*7860 Lehigh Ave, Morton Grove, IL 60053*

Date: 04-10-25

Created by: Rafael Plazola

### Additional Description and/or Design Notes:

(1) 48" x 96" White ACM Panel with vinyl

(1) 24" x 36" White ACM panel with vinyl

Installation is included.

Non-illuminated

NOT A FINAL PROOF - This form is intended to get the idea and design process started only. You will be asked to approve a proof before any production will take place.



*Installation location TBD*

# 2018 INTERNATIONAL BUILDING CODE REVIEW

USE GROUP:  
508.3 NONSEPARATED MIXED USE OCCUPANCY

508.3.1 NONSEPARATED OCCUPANCIES SHALL BE INDIVIDUALLY CLASSIFIED AND SHALL COMPLY WITH THE REQUIREMENTS FOR ITS OCCUPANCY. IN ADDITION, THE MOST RESTRICTIVE PROVISIONS OF CHAPTER 9 FOR ANY OCCUPANCY SHALL APPLY TO THE ENTIRE BUILDING.

311.2 GROUP S-1, MODERATE-HAZARD STORAGE: MOTOR VEHICLE REPAIR GARAGES COMPLYING WITH THE MAXIMUM ALLOWABLE QUANTITIES OF HAZARDOUS MATERIALS LISTED IN TABLE 307.1(1).

304.1 GROUP B, BUSINESS: FOOD PROCESSING ESTABLISHMENT AND/OR COMMERCIAL KITCHEN NOT ASSOCIATED WITH RESTAURANTS, NOT MORE THAN 2,500 SF.

304.1 GROUP B, BUSINESS: OFFICE, SERVICE-TYPE TRANSACTIONS, STORAGE OF RECORDS AND ACCOUNTS.

304.1 GROUP B, BUSINESS: PER SECTION 303.1.2, A ROOM OR SPACE USED FOR ASSEMBLY PURPOSES WITH AN OCCUPANT LOAD OF LESS THAN 50 PERSONS OR LESS THAN 750 SF AND ACCESSORY TO ANOTHER OCCUPANCY SHALL BE CLASSIFIED AS EITHER PART OF THAT OCCUPANCY OR GROUP B.

CONSTRUCTION TYPE:  
602.2 TYPE 2B, NONCOMBUSTIBLE, UNPROTECTED

AUTOMATIC SPRINKLER SYSTEM  
903.1 BUILDING IS TO BE PROVIDED WITH AN AUTOMATIC SPRINKLER SYSTEM IN COMPLIANCE WITH THE REQUIREMENTS OF SECTION 903.1.

AREA/HEIGHT LIMITATIONS FOR ONE-STORY SPRINKLERED BUILDING  
506.2 GROUP S-1: 70,000 SF

506.2 THEREFORE, BUILDING SHALL BE CLASSIFIED AS GROUP S-1.

503.1 ACTUAL AREA: 119,060 SF (BUILDING FOOTPRINT).

503.1 EACH PORTION OF A BUILDING SEPARATED BY ONE OR MORE FIRE WALLS SHALL BE CONSIDERED A SEPARATE BUILDING.

THEREFORE, BUILDING SHALL BE DIVIDED INTO SEPARATE BUILDINGS TO COMPLY WITH THE ALLOWABLE AREA.

BUILDING 1: (COMMONLY KNOWN AS 7860 LEHIGH)  
BUILDING AREA: 42,460 SF

BUILDING 2: (COMMONLY KNOWN AS 7850 AND 7840 LEHIGH)  
BUILDING AREA: 76,600 SF

EXCEEDS ALLOWABLE AREA PER TABLE 506.2

THEREFORE, BUILDING 2 AREA FACTOR INCREASE BASED ON FRONTAGE:

506.3.2 MINIMUM FRONTAGE DISTANCE:  
W = 30'-0" (SEE CALCULATION ON SHEET 6)

506.3.3 AMOUNT OF INCREASE:  
IF  $(1/P) > 0.25$  W/30

WHERE:  $P = 989.94$ ,  $P = 1527$ ,  $W = 30$

IF  $P < 0.25$

THEREFORE, BASED ON AREA INCREASE DUE TO FRONTAGE,  
70,000 SF  $\div$  (70,000 SF  $\div$  0.386) = 97,880 SF IS THE ALLOWABLE AREA

BUILDING 2 AREA PLANNED SF < 97,880 SF, THEREFORE AREA OK.

504.3 ALLOWABLE HEIGHT: 55'-0"

ACTUAL HEIGHT: 30'-0"  $\pm$  (EXISTING TO REMAIN)

FIRE RESISTANCE RATINGS:  
601 FIRE-RESISTANCE RATINGS FOR BUILDING ELEMENTS - TYPE 2B

601 STRUCTURAL FRAME: 0 HOURS

BEARING WALLS - EXTERIOR: 0

BEARING WALLS - INTERIOR: 0

NON-BEARING WALLS - EXTERIOR: 0

NON-BEARING WALLS - INTERIOR: 0

FLOOR CONSTRUCTION: 0

ROOF CONSTRUCTION: 0

1020.1 CORRIDOR FIRE-RESISTANCE RATING: 0

402 EXTERIOR WALL FIRE RESISTANCE RATING BASED ON DISTANCE - S-1:

IF SEPARATION LESS THAN 5'-0": 2 HOURS

IF SEPARATION 5'-0" TO 10'-0": 1 HOUR

IF SEPARATION GREATER THAN 10'-0": 0

508.2 REQUIRED SEPARATION OF OCCUPANCIES:  
BETWEEN S-1 AND B, SPRINKLERED: 0 HOUR

706.4 FIRE WALL FIRE-RESISTANCE RATING:  
GROUP S-1, TYPE 2B CONSTRUCTION: 2 HOURS

706.6 VERTICAL CONTINUITY: FIRE WALL MAY TERMINATE AT UNDERSIDE OF NONCOMBUSTIBLE ROOF SHEETING WHERE BOTH BUILDINGS ARE PROVIDED WITH NOT LESS THAN A CLASS B ROOF COVERING.

706.8 OPENINGS IN FIRE WALLS SHALL NOT BE LIMITED TO 156 SF WHERE BOTH SIDES ARE PROTECTED WITH AN AUTOMATIC FIRE SPRINKLER.

716.1(2) OPENING FIRE PROTECTION ASSEMBLIES:  
REQUIRED WALL ASSEMBLY RATING: 2 HOURS

MINIMUM FIRE ASSEMBLY RATING: 1-1/2 HOURS

DOOR VISION PANEL MAXIMUM SIZE: 100 SQ IN

803.1.3 INTERIOR WALL AND CEILING FINISH REQUIREMENTS - GROUP S-1:

INTERIOR EXIT PASSAGEWAYS: C

CORRIDORS: C

ROOMS AND ENCLOSED SPACES: C

803.1.2 CLASS C FINISHES, IN ACCORDANCE WITH ASTM E84:  
FLAME SPREAD INDEX: 75-200

SMOKE DEVELOPED INDEX: 450

OCCUPANT LOAD:  
1004.5 MAXIMUM FLOOR AREA ALLOWANCES PER OCCUPANT:

BUSINESS AREAS: 1/150 CSF  $\times$  10,130 SF: 68 OCC

INDUSTRIAL AREAS: 1/100 CSF  $\times$  36,243: 363

WAREHOUSES: 1/200 CSF  $\times$  48,047: 139

KITCHEN - COMMERCIAL: 1/200 CSF  $\times$  1,600: 8

TOTAL: 119,060 SF 588 OCC.

ACTUAL NUMBER OF OCCUPANTS:  
BUSINESS AREAS: 6

INDUSTRIAL AREAS: 20

WAREHOUSES: 2

KITCHEN: 1

TOTAL: 29 OCC.

EGRESS:  
1006.2.1 SPACES WITH ONE MEANS OF EGRESS ALLOWED IF LESS THAN:

BUSINESS AREA: 50 OCCUPANTS AND 100'-0" TRAVEL DISTANCE

OTHER AREAS: 30 OCCUPANTS AND 100'-0" TRAVEL DISTANCE

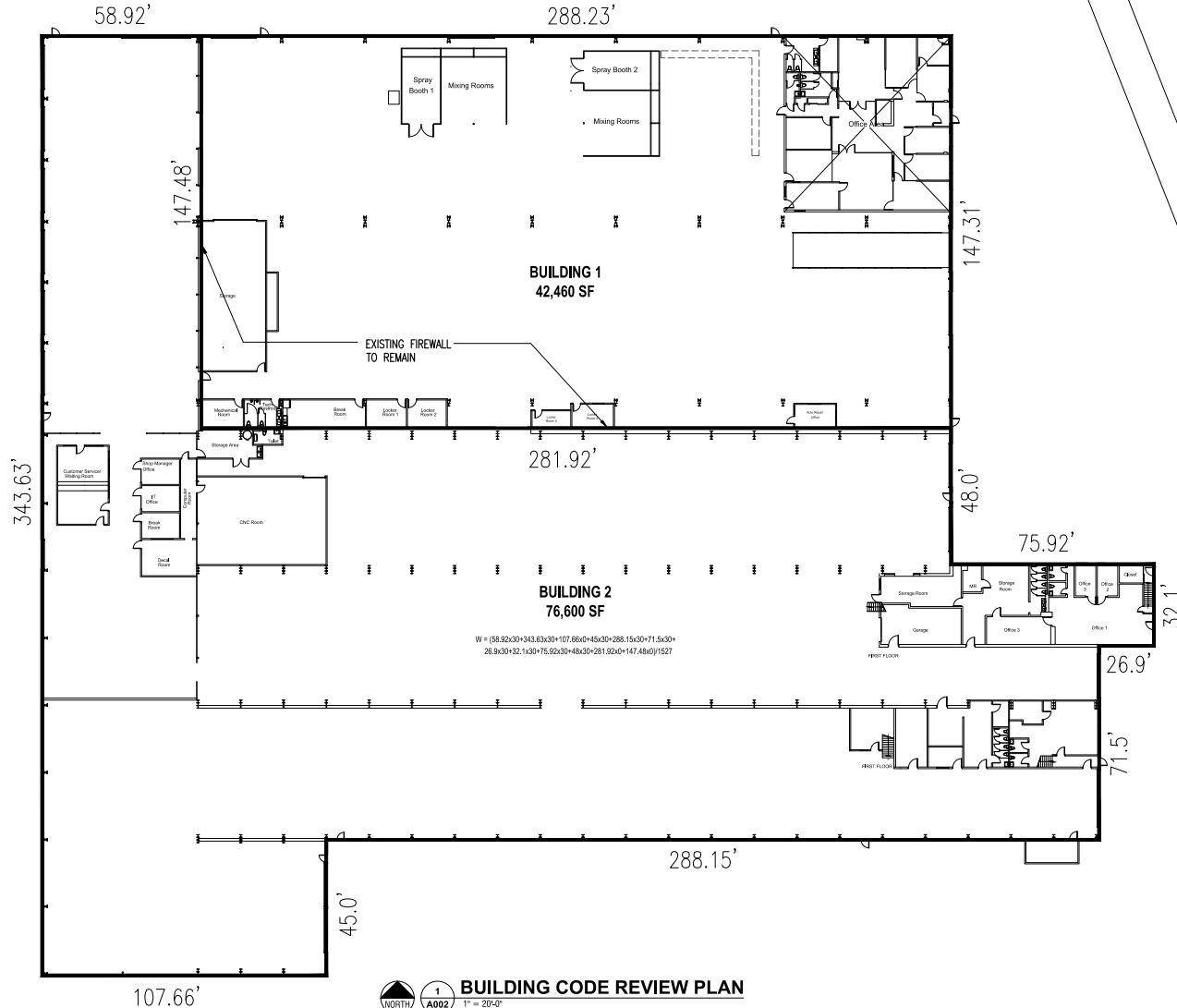
1006.2.1 MAXIMUM COMMON PATH OF EGRESS TRAVEL: 100'-0"

1006.3.2 MINIMUM OF 2 EXITS ARE REQUIRED FOR UP TO 500 OCCUPANTS

MINIMUM OF 3 EXITS ARE REQUIRED FOR 501-1,000 OCCUPANTS

1017.2 EXIT ACCESS TRAVEL DISTANCE: 250'-0" WITH SPRINKLER

1020.4 DEAD END CORRIDOR LENGTH: 20'-0" MAXIMUM



**BUILDING CODE REVIEW PLAN**

1" = 20'-0"

date	description
12/1/23	OCCUPANT PLAN

## LEASE AGREEMENT

THIS LEASE AGREEMENT (this “**Agreement**”) is entered into by and between **Vandy Properties Morton Grove, LLC** (“**Landlord**”) and **Vitrychenko Academy Corp.** (“**Tenant**”).

1. Premises and Use. The Landlord, for and in consideration of the terms and conditions contained in this Agreement, leases to Tenant 14,868 square feet of the real estate, including the commercial building and improvements located at 7860 Lehigh Avenue (West), Morton Grove, Illinois (the “**Premises**”). The layout of the Premises is contained in the attached Exhibit A.
2. Term. The term of this Agreement shall be ten (10) years, commencing April 1, 2025 and terminating March 31, 2035. (the “**Term**”). Conditioned on the faithful performance by Tenant of the covenants of this Agreement, Landlord grants to Tenant an option to extend this Agreement for two (2) additional five (5) year terms, provided Tenant gives Landlord written notice at least one hundred twenty (120) days prior to termination of the then current term of Tenant’s intent to so extend. Rent during any additional term shall be calculated at Fair Market Value as mutually determined by brokers representing both Landlord and Tenant, but shall not be less than the rental amount being paid prior to said additional term.
3. Base Rent. Tenant shall pay to Landlord base rent under this Agreement on a monthly basis. All base rent payments shall be made in advance no later than the first (1<sup>st</sup>) day of each and every month during the Term. Any base rent payment received by Landlord after the tenth (10<sup>th</sup>) day of any month shall be subject to a \$10 per day late payment charge. Base rent for the Term shall be as follows:

a. Year 1-	\$16.00 PSF	\$19,824 per month
b. Year 2-	\$16.00 PSF	\$19,824 per month
c. Year 3-	\$16.48 PSF	\$20,418.72 per month
d. Year 4-	\$16.97 PSF	\$21,025.83 per month
e. Year 5-	\$17.48 PSF	\$21,657.72 per month
f. Year 6-	\$18.00 PSF	\$22,302 per month
g. Year 7-	\$18.54 PSF	\$22,971.06 per month
h. Year 8-	\$19.14 PSF	\$23,714.46 per month
i. Year 9-	\$19.71 PSF	\$24,420.69 per month
j. Year 10-	\$20.30 PSF	\$25,151.70 per month
4. Additions to Base Rent. In addition to the base rent payable by Tenant to Landlord under Section 3 above, Tenant shall be responsible for and shall pay occupancy expenses relative to the Premises, including, without limitation, routine maintenance and repair, and utilities. Notwithstanding the foregoing, Tenant shall be under no obligation to pay any mortgage of Landlord or franchise or income tax payable by Landlord.



5. Security Deposit. Tenant shall pay to Landlord a security deposit of \$20,000 to be held by Landlord in a non-interest bearing account. The security deposit shall be refunded to Tenant in the event the Premises are left in the condition called for by this Agreement within twenty-one (21) days after termination of this Agreement, which will be mailed to the address supplied by Tenant. Landlord shall furnish Tenant with a written statement of conditions causing forfeiture of all or part of Tenant's security deposit within twenty-one (21) days after Tenant vacates the Premises. Any damage caused by Tenant, normal wear and tear excepted, shall be repaired by Landlord and the cost thereof deducted from said security deposit.
6. Landlord Responsibilities. Prior to occupancy of the Premises by Tenant, Landlord shall complete the following:
  - a. Removal of all trucking equipment.
  - b. Removal of floor lifts and wall/boom cranes.
  - c. Overhead cranes to be repositioned.
  - d. Installation of Unisex restrooms as required by the Village of Morton Grove occupancy requirements. The installation of restrooms is subject to Section 7 below.
  - e. Installation of fire/life safety devices as required by the Village of Morton Grove. Said requirements shall be provided to Landlord in writing from the Village of Morton Grove including, but not limited to, emergency calls in the locker room and restroom and emergency alarmed door handles in the locker room and restroom. Cost of the installation of the fire/life safety devices shall be divided equally between Landlord and Tenant.
  - f. Provide parking spaces for Tenant and Tenant's clients in accordance with the traffic and parking study completed by Kinberly-Horn. The Kimberly-Horn traffic study shall be paid for in full by Tenant.
  - g. Separation of the of the utility meters for electricity and gas so the Premises is serviced by its own meters.
7. Contingencies. This lease shall be contingent upon the approval of the Village of Morton Grove for the intended special use of the Premises as a rhythmic gymnastics facility. If approval is not received from the Village of Morton Grove by April 30, 2025, or if the conditions imposed by the Village of Morton Grove in the special use permit are deemed unacceptable by either party, this Agreement shall be null and void. In addition, the work to be performed in accordance with Section 6(d) above is contingent upon Landlord's acceptance of cost associated with the installation of the restroom, at Landlord's sole discretion.

8. Tenant Covenants. Tenant covenants and agrees that during the Term and for such further time as Tenant shall hold the Premises or any part thereof:

- a. To utilize the Premises as a Rhythmic Gymnastics Academy, and for no other purpose unless said usage is in compliance with all municipal regulations and permitting.
- b. To pay the base rent and any other monies due on the days and in the manner herein provided.
- c. During the construction period and prior to receipt of an occupancy permit from the Village of Morton Grove, Tenant shall be solely responsible for payment of all utilities for the Premises.
- d. Not to suffer the interest of the Landlord in the Premises at any time during said Term, to become subject to any liens, charges or encumbrances whatsoever and to indemnify and to keep indemnified the Landlord against all such liens, charges and encumbrances placed thereon by acts of the Tenant.
- e. Not to use the Premises in any manner contrary to, and to comply with, any and all governmental regulation, rule, law or ordinance now or hereinafter in force.
- f. To surrender, yield and to give up the Premises in a clean and reasonable condition, ordinary wear and tear and damage by fire or other casualty reimbursed by insurance to Landlord excepted, upon the termination of the Agreement.
- g. To maintain, repair, and keep at its own expense, in good condition, all of the Premises occupied by Tenant, including, without limitation, heating and air conditioning system, electrical system, plumbing system, fixtures and all other appliances and appurtenances belonging thereto and all equipment used in connection with the Premises. Such maintenance and repair to be made promptly as and when necessary and in a quality and class at least equal to the condition of the Premises upon commencement of this Agreement, excluding, however, structural repairs not caused by acts or omissions of Tenant, agents or invitees. Tenant shall contract with a licensed HVAC contractor for annual service and cleaning of the HVAC system at Tenant's sole expense. Tenant shall provide Landlord with a written copy of said HVAC contract. Any mechanical issues with the HVAC system shall be immediately reported to Landlord.
- h. To obtain, manage and keep in force for the benefit of the Tenant and Landlord general public liability insurance against claims for personal injury, death or property damage occurring on or about the Premises or areas adjacent thereto in such amounts as is ordinary and customary for a commercial building similar to the Premises. To obtain, manage and keep in force for the benefit of the

Tenant personal property insurance for property damage to Tenant's personal property occurring on or about the Premises or areas adjacent thereto in such amounts as is ordinary and customary for such personal property. Such insurance to be carried at Tenant's own expense naming Landlord as an additional insured and Tenant shall furnish to Landlord proof of such coverage and provide for noncancellation without thirty (30) days written notice to Landlord.

- i. To obtain, maintain and keep in force insurance against damage to Tenant's inventory, equipment, machinery and leasehold improvements and other items owned by Tenant for the benefit and in the name of the Tenant in such amounts as is ordinary and customary. All such insurance shall be at Tenant's expense and Tenant shall furnish to Landlord proof of such coverage to Landlord upon request.
- j. To remove snow from parking areas and pedestrian walkways and maintain the lawn and landscaping on the Premises.
- k. To accept the Premises "AS IS," with no representation or warranty of Landlord as to the condition thereof.
- l. To be responsible for furnishing and paying for all utilities and services desired by Tenant, including, without limitation, electrical, water, phone, fuel, garbage, maintenance, etc.
- m. To pay (subject to proration for periods of time when the Premises is not under lease to Tenant) for all taxes and assessments when due on the Premises, including any and all taxes and assessments upon the property of the Tenant used in the operation of the Premises or in connection with the Tenant's business conducted on the Premises. In the event of the imposition of any special assessment or assessments which may be paid in annual installments, at Tenant's option, exercisable by written notice to Landlord, Tenant shall advise the appropriate municipal agency in writing of its intention to elect payment in annual installments, and Tenant shall provide Landlord with a copy of said written communication; and Tenant shall be liable for any such annual installments as shall be due and payable during the term of this Agreement or, if the option to extend shall be exercised, the extended term hereof.

9. Landlord Covenants. Landlord covenants and agrees that during the Term and for such further time as Tenant shall hold the Premises or any part thereof:

- a. Landlord shall furnish the Premises at Lease commencement with a fully operational HVAC system.
- b. Tenant may peacefully and quietly have, hold, occupy and enjoy the Premises free from any disturbance by the Landlord or any party lawfully claiming

authority through the Landlord. Notwithstanding the foregoing, Landlord or its agents may examine the Premises at any reasonable time.

- c. To maintain and keep in force fire and extended coverage, vandalism, malicious mischief and other casualty insurance to the extent of the fair market value of the Premises. All such insurance shall be at Landlord's sole expense.
- d. In the event Landlord shall fail to make payments on any mortgages or other payments with respect to the Premises which Landlord is required to pay, the Tenant may, but shall not be required to, make such mortgage or such other payments, or do such acts or things as may be necessary to keep the mortgages on the Premises from being in default, and may deduct such payments from the next ensuing rentals due under this Agreement, together with interest thereon at 5%.

10. Alterations and Trade Fixtures. Tenant may make structural, cosmetic, and nonstructural alterations and improvements to the Premises only with prior written consent of Landlord and at the sole expense of Tenant.

Trade fixtures and equipment owned by or installed at the cost of Tenant shall remain personal property of Tenant and shall not be deemed to become part of the Premises. Tenant shall have the right to remove such trade fixtures and equipment subject to repair to and restoration of the Premises caused by such removal by Tenant

11. Waiver of Liability--Hold Harmless and Indemnity Agreement.

- a. Other than as a result of the negligence of Landlord, or as a result of Landlord's breach of the terms and conditions of this Agreement:
  - i. Landlord shall not be responsible to Tenant for damage to the Premises or property or business of Tenant, and Tenant shall not have a cause of action nor a right of action to collect for the same against Landlord.
  - ii. Tenant does hereby waive any and all right of recovery against Landlord and Landlord's agents for loss occurring to the Premises, Tenant's property or business.
  - iii. Tenant shall indemnify and save Landlord free and harmless from any and all claims for injury and damages to persons or property, all costs and expenses, causes of action, suits, claims, demands or judgments of any nature arising from Tenant's use, misuse or occupancy of the Premises or arising from any breach by Tenant of any covenant or obligation made and to be performed by it under the terms of this Agreement.

- b. Landlord shall indemnify and save Tenant free and harmless from any and all claims for injury and damage to persons or property, all costs and expenses, causes of action, suits, claims, demands or judgments of any nature arising from any breach by Landlord of any covenant or obligation made and to be performed by it under the terms of this Agreement, or which result from the negligence of Landlord.

12. Destruction; Condemnation.

- a. Destruction of Premises. In the event the Premises are totally destroyed by fire or other casualties, Landlord or Tenant, within thirty (30) days of such destruction, may, at their option, terminate this Agreement. If neither party elects to terminate this Agreement, Landlord shall rebuild the building situated on said Premises and the rent shall abate between the time of such destruction and the time the building is rebuilt, and said Premises are ready for occupancy. In the event of a partial destruction of said premises by fire or other casualty, Landlord may, at its option, terminate this Agreement or rebuild and repair said Premises, and in such case the rent shall proportionately abate during the time between such partial destruction and repair or rebuilding thereof, provided that in the event aforesaid, the options allowed to Landlord shall be exercised within ten (10) days after the event giving rise thereto. In the event Landlord determines to repair or rebuild the same after partial destruction, the same must be completed within thirty (30) days of the destruction or Tenant may terminate this Agreement at its option. Partial destruction shall take place in the event the transaction of Tenant's business upon the demised premises is materially impaired immediately following the destruction or damage by fire or other casualty and during that period that repairs and replacements are being made.
- b. Condemnation of Premises. In the event of condemnation, each party may seek, at their own expense, such awards and rights they deem appropriate subject to the following:
  - i. Partial condemnation: In the event there is sufficient land and improvements after such condemnation to continue the business of Tenant, the proceeds of any such award shall be first applied to restore/modify the Premises to the extent necessary to continue the conduct of the business. The rent under this Agreement shall be appropriately adjusted to reflect the reduction of leasehold interest lost by Tenant. In the event Landlord and Tenant cannot agree on such reduction, it shall be determined by binding arbitration; said arbitrator to be appointed by any Circuit Judge for the Circuit Court for Cook County, Illinois upon application by either party.
  - ii. Total condemnation: In the event of total loss by condemnation, this Agreement shall terminate.

13. Sublet or Assign.

- a. Tenant shall have no right to sublet or assign this Agreement, expressed or implied, without written consent of Landlord, which shall not be unreasonably withheld.
- b. Landlord shall have the right to sell or convey the Premises or to assign its rights, title and interest as Landlord under this Agreement in whole or in part, however, the sale, conveyance or assignment shall be subject to the terms and conditions of this Agreement. In the event of any such sale or assignment other than a security assignment, Landlord shall be relieved, from and after the date of such transfer or conveyance, of liability for the performance of any obligation of Landlord contained herein, except for obligations or liabilities accrued prior to such assignment or transfer.

14. Default; Remedies.

a. Events of Default. In the event that:

- i. Tenant fails to make payment of any amount due by the terms of this Agreement within ten (10) days after the due date thereof; or
- ii. Tenant fails to keep and perform any of the covenants, agreements, stipulations or conditions herein contained to be by it kept and performed and such failure continues for fifteen (15) days after written notice of such failure from Landlord to Tenant; or
- iii. Tenant shall make an assignment for the benefit of creditors; or
- iv. A voluntary or involuntary petition is filed by or against Tenant under any law for the purpose of adjudication of Tenant as bankrupt, or for the extension of the time payment, composition, arrangement, adjustment, modification, settlement or satisfaction of the liabilities of Tenant, or for the reorganization of Tenant under the Bankruptcy Act of the United States or any future law of the United States having the same general purpose; or
- v. A receiver is appointed for Tenant by reason and insolvency of Tenant; and such adjudication, order, judgment, decree, custody, or supervision has not been vacated or set aside or otherwise terminated or permanently stayed within sixty (60) days after the date of entry or beginning thereof,

the occurrence of such event shall be a breach of this Agreement and considered an “*Event of Default.*”

- b. Remedies upon Default. Upon the occurrence of any Event of Default, Landlord may, at its option, at any time thereafter give written notice to Tenant specifying such Event of Default and stating that this Agreement shall expire and terminate on



the date specified in such notice. If Tenant fails to cure such Event of Default by such date, Landlord may terminate this Agreement by written notice to Tenant, and may thereafter have all remedies available in law or in equity, subject to Landlord's obligation to mitigate its damages.

- c. Cumulative Rights. No right or remedy herein conferred upon or reserved to Landlord is intended to be exclusive of any other right or remedy herein or by law provided, but each shall be cumulative and in addition to every other right or remedy given herein or hereafter existing at law or in equity or by statute.
  - d. Other Remedies of Landlord. Landlord, after notice to Tenant and after giving Tenant a reasonable time to cure such default, may perform for the account of Tenant any covenant in the performance of which Tenant is in default. Tenant shall pay to Landlord as additional rent, upon demand, any amount paid by Landlord, including reasonable attorneys' fees and interest, in the performance of such covenant and any amounts which Landlord shall have paid by reason of failure of Tenant to comply with any covenant or provision of this Agreement, in connection with prosecution or defense of any proceedings instituted by reason of default of Tenant.
  - e. Effect of Waiver or Forbearance. No waiver by Landlord of any breach by Tenant of any of its obligations, agreements or covenants hereunder shall be a waiver of any subsequent breach by Tenant of any of its obligations, agreements or covenants, nor shall any forbearance by Landlord of its rights and remedies with respect to such or any subsequent breach constituted such a waiver. No waiver, change, modification or discharge by either party hereto of any provision in this Agreement shall be deemed to have been made or shall be effective unless expressly in writing.
  - f. Rent Acceleration. If this Agreement shall terminate as provided in this Section 14 before expiration of the then current Term, or if Tenant is dispossessed or removed therefrom by summary proceedings or otherwise, then Landlord may, at its option, declare all rents remaining payable during the then existing Term to be immediately due and payable, subject to Landlord's obligation to mitigate any damages caused by such termination, dispossession, or removal.
15. Notice. Any notice, demand, request or other instrument which may be or is required to be given under this Agreement shall be delivered in person or sent by certified mail and shall be addressed to the party at the address noted under the signature to this Agreement or to such other address as may be, from time to time, designated by written notice.
16. Binding Effect. All the covenants, conditions and obligations herein contained shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto to the same extent as if each successor and assign were in each case named as a party to this Agreement. This Agreement may not be changed, modified or discharged except by writing signed by both parties.

17. Waiver. No waiver of any default by Tenant hereunder shall be implied from any omission by Landlord to take any action on account of such default if such default persists or is repeated and no express waiver shall effect any default other than the default specified in the express waiver, and then only for the time and the extent therein stated. One or more waivers of any covenant, term or condition of this Agreement by Landlord shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.
18. Separability. Each and every covenant and agreement contained in this Agreement shall for all purposes be construed to be a separate and independent covenant and agreement. The breach of any covenant or agreement contained herein by either party shall in no way or manner discharge or relieve the other party from its obligation to perform each and every covenant and agreement herein.
19. Headings and Terms. The headings to the various sections of this Agreement have been inserted for convenient reference and shall not in any manner be construed as modifying, amending or affecting in any way the express terms and provisions hereof. The term “person” when used in this Agreement, shall mean the appropriate individual, corporation, partnership, firm, trust, joint venture, business association, syndicate, combination organization or any other person or entity as sense required.
20. Construction of Agreement. Words of any gender used in this Agreement shall be held to include any other gender, and words in the singular number shall be held to include the plural, when the sense requires. Wherever used herein, the words “Landlord” and “Tenant” shall be deemed to include the heirs, personal representatives, successors, sub-tenant and assigns of said parties, unless the context excludes such construction.
21. Governing Law. This Agreement shall be governed and construed under the laws of Illinois where the Premises is located.
22. Entire Agreement. This Agreement, and any other instruments or agreements referred to herein, constitute the entire agreement between the parties with respect to the subject matter hereof, and there are no other representations, warranties or agreements except as herein provided.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereby execute this Agreement on the date(s) set forth below (the latest of which shall be the effective date of this Agreement).

**LANDLORD**

Dated: \_\_\_\_\_

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

Name: Jon Vandehey

Title: Manager

Address: 1945 Green Tree Road  
Junction City, WI 54443

**TENANT**

Dated: \_\_\_\_\_

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

Name: Lena Vitrychenko

Title: Owner

Address:

**PERSONAL GUARANTY**

The undersigned, as an inducement to Landlord to enter into the foregoing Agreement, does hereby unconditionally guaranty that all payments, including rent, which are at any time payable by Tenant under this Agreement, will be paid in full when due in accordance with the Agreement and that Tenant will faithfully perform and observe each covenant and condition of the Agreement to be performed or observed by the Tenant. This Guaranty is unconditional, irrevocable and absolute as to the payment and performance of said Agreement by Tenant. Guarantor does hereby agree that the Tenant has full authority to make any changes, modifications and alterations in the foregoing Agreement which are agreeable to Landlord and Tenant and that such changes, modifications and alterations will not relieve the undersigned from their responsibilities hereunder.

Dated: \_\_\_\_\_

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

Name: Lena Vitrychenko

## MEMORANDUM

To: **Ms. Olena Vitrychenko**  
Vitrychenko Academy Corp.

From: Justin Opitz, AICP

Date: April 7, 2025

Subject: Gymnastics Academy  
7840-7860 Lehigh Avenue  
Morton Grove, Illinois

---

Kimley-Horn, Inc. (KH) was engaged to evaluate the traffic characteristics and parking requirements and operations of the proposed Gymnastics Academy to be located in the existing industrial building at 7840-7860 Lehigh Avenue in Morton Grove, Illinois.

### Site Characteristics

The Gymnastics Academy is planned to occupy one tenant space with 14,868 square-feet (SF) in the northwest corner of the existing 125,660 SF industrial building. There are four additional tenant spaces within the building that are currently vacant and planned to be leased in the future. The site has access along Kirk Street approximately 350 feet west of Lehigh Avenue. The Kirk Street driveway provides access to a parking lot located along the west side of the building, which is planned to be restriped at its north end to accommodate the Gymnastics Academy and other future tenants. The southern portion of this parking lot adjacent to the other tenant spaces is planned to remain striped as is until future tenants occupy space. The Kirk Street driveway also provides access to an aisle of parking along the north side of the building, which would be utilized by other tenant spaces in the future and not the Gymnastics Academy. The site generally provides access to tenant spaces along its entire frontage with Lehigh Avenue.

The Gymnastics Academy has plans for 4 gymnastics carpets that are 42-foot by 42-foot in size and would be located throughout the tenant space. As explained later in the *Parking Evaluation* section of this memorandum, the parking lot located on the west side of the building would be restriped to provide approximately 44 spaces.

Pertinent attachments with supporting documentation and information are included at the end of this document. A site plan is included as **Attachment 1**.

## Traffic Evaluation

Kimley-Horn determined the anticipated traffic to be generated by the site for comparison to recently collected annual average daily traffic (AADT) volumes along Lehigh Avenue by the Illinois Department of Transportation (IDOT). This comparison is qualitative in nature and is meant to provide context around the developments potential traffic impact.

## Trip Generation

In order to estimate trip generation for the proposed site, data was referenced from the Institute of Transportation Engineers (ITE) manual titled Trip Generation, Eleventh Edition. Trip generation rates for the ITE Land Use Code (LUC) corresponding to the most similar land use to the proposed redevelopment use are shown in **Table 1**. The ITE Trip Generation Manual does not specifically provide data for a gymnastics academy; and therefore, LUC 493 (Athletic Club) and LUC 495 (Recreational Center) were selected as most closely representative of the operational characteristics of a gymnastics academy. It should be noted the gymnastics academy is not planned to be open until 5:00 PM on weekdays, thus the AM Peak Hour was not included. A copy of the ITE data is provided as **Attachment 2**.

**Table 1. ITE Trip Generation Data**

ITE Land Use	LUC	Unit (X)	Weekday			Weekend
			Daily	AM Peak Hour	PM Peak Hour	SAT Peak Hour
Athletic Club	493	Per 1,000 SF GFA	$T = 28.82(X)^1$ 50% in/50% out	-- <sup>2</sup>	$T = 6.29(X)$ 62% in/38% out	$T = 8.60(X)$ 49% in/51% out

T = number of trips X = 1,000 SF GFA

<sup>1</sup> LUC 495 (Recreational Center) was utilized to estimate daily trips as ITE does not provide data related to daily trip generation for LUC 493 (Athletic Center)

<sup>2</sup> The Gymnastics Academy is not planned to have hours of operation during the AM peak hour

As summarized in **Table 2**, the trip generation estimates were calculated for weekday daily, weekday PM peak hour, and weekend Saturday midday peak hour times using the ITE assumptions in Table 1.

**Table 2. Site-Generated Traffic Projections**

Land Use	Size	Weekday				Weekend		
		Daily	PM Peak Hour			SAT Peak Hour		
			In	Out	Total	In	Out	Total
Gymnastics Academy								
Athletic Club (LUC 493)	14,868 SF	430	58	36	94	63	65	128

<sup>1</sup> Daily trips rounded to the nearest 10

## Traffic Evaluation

Kimley-Horn obtained traffic volumes along Lehigh Avenue from IDOT's Traffic Count Database System (TCDS) using the most recent year (2023) for bi-directional through movement traffic counts. Based on the referenced TCDS counts and the trip generation estimates in Table 2

above, **Table 3** summarizes existing and future anticipated traffic conditions on Lehigh Avenue. The IDOT count data is included as **Attachment 3**.

**Table 3: Existing and Future Traffic Volume Comparison**

Future Development	Weekday		
	Daily	AM Peak	PM Peak
<b>Existing Volumes</b>			
Existing Counts <sup>1</sup>	5,767	328	471
<b>Proposed Development Trip Generation</b>			
Gymnastics Academy	430	-- <sup>2</sup>	128
<b>Future Total</b> EXISTING + PROPOSED	<b>6,197</b>	<b>328</b>	<b>599</b>
<b>% Increase</b> EXISTING VS. FUTURE	<b>+7.5%</b>	<b>--</b>	<b>+27.2%</b>

<sup>1</sup> Referenced from IDOT's Traffic Count Database System

<sup>2</sup> The Gymnastics Academy is not planned to have hours of operation during the morning peak hour.

The addition of traffic related to the proposed development is estimated to increase trips by approximately 7-8 percent during a typical weekday and roughly 27 percent during the weekday PM peak hour.

Per the Highway Capacity Manual (HCM), Lehigh Avenue south of Oakton Street has a capacity of about 10,000 vehicles per day before significant congestion and delay are expected to occur. As noted in Table 3, with the addition of the proposed Gymnastics Academy traffic, Lehigh Avenue is anticipated to carry approximately 6,197 vehicles per day. Thus, Lehigh Avenue is projected to have capacity for approximately 3,803 additional daily trips before this segment of the roadway nears the limit for efficient traffic operations. The projected increase in traffic is not anticipated to significantly impact operations along Lehigh Avenue.

## Parking Evaluation

Kimley-Horn reviewed three metrics to evaluate the adequacy of the proposed parking supply on the site located at 7840-7860 Lehigh Avenue:

1. Parking requirements based on Village Code.
2. Estimated parking demand based on national industry resources.
3. Estimated parking demand based on business operating characteristics.

Parking at the 7840-7860 Lehigh Avenue building is planned to be designated for employees and patrons of each of the tenants. As depicted in **Attachment 4** at the end of this memorandum, the parking lot located on the west side of the building would be restriped to provide approximately 44 spaces, including 1 ADA space. It should be noted that the parking lot configuration is conceptual in nature and that the owner and/or striping contractor are responsible for confirming items in the field and assume full liability for the work. The Gymnastics Academy would be permitted to utilize 14 of the 44 spaces within the parking lot.

Future parking areas to the south, and along the north and east sides of the building, are planned to be restriped as future tenants occupy the remaining spaces within building.

### Part 1. Village Code Requirements

**Table 4** summarizes the parking requirements per the Village of Morton Grove Unified Development Code for the proposed use. For this use, the Village code defines parking requirements based on SF of gross floor area.

**Table 4. Off-Street Parking Requirements**

Business Name	Code Categorization / Land Use	Size	Required Space by Use	Required Spaces
Gymnastics Academy	Permitted and special uses in the manufacturing zoning district	14,868 SF	1.0 space per 250 square feet of gross floor area	59
Remaining Tenant Spaces	Vacant	110,792 SF	--	--
Total Required Off-Street Parking Spaces				59

Based on Village code, 59 off-street parking spaces are required for the proposed use. The proposed supply of 44 off-street parking spaces does not meet the 59-space requirement with a deficit of 15 spaces.

The Village code permits required off-street parking to be shared between two or more land uses jointly providing off-street parking when their respective hours of peak operation do not overlap. As future tenants occupy space, such a case is worth examining for the uses within the 7840-7860 Lehigh Avenue building.

### Part 2. National Industry Resources

Kimley-Horn reviewed parking demand data provided in the Institute of Transportation Engineers (ITE) Parking Generation Manual – 6<sup>th</sup> Edition to determine off-street parking demand for the proposed use per industry research. LUC 493 (Athletic Club) was assumed for the Gymnastics Academy.

**Table 6. ITE Parking Demand Projections**

Use	ITE Land Use	Size	Monday-Friday			
			Average Peak Demand		85th% Peak Demand	
			ITE Rate	Projection	ITE Rate	Projection
GIL Sewing Corporation	Athletic Club (LUC 493)	14,868 SF	S = 3.09(X)	46 spaces	S = 4.88(X)	73 spaces
Total Projected Peak Parking Demand				46 spaces		73 spaces

X = 1,000 SF GFA

As shown in **Table 6**, based on ITE parking demand data, the ITE projected peak demand exceeds the parking supply of 44 parking spaces by 2 spaces when considering average peak parking demand and 29 spaces when considering 85<sup>th</sup> percentile peak parking demand.



However, it should be noted that the 85<sup>th</sup> percentile demand data reflects a great likelihood that parking demand will be below the projection, and within the athletic club dataset there is a small sample size of data points which can greatly affect the parking demand projection.

### Part 3. Business Operations Characteristics

In general, analyzing parking demand for a site based on its specific operations is more pertinent than national industry resources, as those resources do not contain data that is tailored to more unique land uses, such as the Gymnastics Academy.

Kimley-Horn used operational characteristics provided by the Gymnastics Academy to calculate peak parking demand for the site. These operational characteristics are based upon other facilities throughout the northwest suburbs, including locations at 567-569 S. Arthur Avenue in Arlington Heights and 1950 US 45 in Libertyville.

#### Gymnastics Academy Parking Demand Projections

The following operational assumptions related to the Gymnastics Academy were made:

- Typical days of operation are planned to be seven days a week with Monday – Saturday offering class-based training from 5:00 – 8:30 PM on weekdays and 9:00 AM – 4:00 PM on Saturday. Sunday's are planned to offer 1 on 1 private training from 9:00 AM – 4:00 PM.
- The facility is planned to be operated by 7 coaches.
- A maximum of 3 classes are planned to be running at the same time. Each class is instructed by 1 coach and has a maximum of 10 kids. This results in a maximum of 30 kids and 3 coaches on site at one time.
- Class length depends on the age and level of instruction. Lower-level classes with younger kids are approximately 1 hour and 30 minutes, while higher-level classes with older kids are approximately 3 hours.
- Similar to operations at the existing facilities in Arlington Heights and Libertyville, parents will be instructed to drop their children off and generally are not permitted to stay and watch class or 1 on 1 private training.

Assuming there is carpooling amongst parents at 1.5 kids per vehicle, the peak parking demand based on business operating characteristics for the Gymnastics Academy can be estimated at 23 parking spaces (3 coaches plus 30 kids at 1.5 kids per vehicle). However, on weekdays when two lower-level classes are planned back-to-back or on Saturdays, it is likely that some parents and kids may arrive early for their class. Assuming a 50% overlap (15 kids), this increases the peak parking demand to 33 spaces. It should be noted that parents will be instructed to drop their children off and generally are not permitted to stay and watch class or 1 on 1 private training. This should limit the peak parking demand period to a window of roughly 5 minutes while parents drop-off and pick-up, and once class begins the parking demand is likely much less than 23 spaces.

**The peak parking demand for the proposed Gymnastics Academy can be estimated at approximately 23 – 33 parking spaces).** Overall, analyzing parking demand for this facility

based on business operating characteristics is more pertinent than national industry resources, as those resources do not contain data that is specific to a gymnastics academy.

## **Conclusion**

Kimley-Horn evaluated the traffic characteristics, parking requirements, and projected operations of the proposed 14,868 SF Gymnastics Academy to be located within the 7840-786 Lehigh Avenue building.

The traffic expected to be added to Lehigh Avenue as a result of the proposed development is not anticipated to significantly impact operations along Lehigh Avenue. Accordingly, no modifications along Lehigh Avenue, such as turn lanes or pavement striping modifications, are recommended.

Based on business operations, the peak parking demand for the proposed Gymnastics Academy is estimated at approximately 23 – 33 parking spaces. As depicted in Attachment 4, the parking lot located on the west side of the building would be restriped to provide approximately 44 spaces, including 1 ADA space. The Gymnastics Academy would generally be permitted to utilize 14 of the 44 spaces within the parking lot. While the estimated peak parking demand exceeds the permitted 14 parking spaces, it should be noted that parents will be instructed to drop their kids off and generally are not permitted to stay and watch class or private training. This should limit the peak parking demand period to a window of roughly 5 minutes while parents drop-off and pick-up, and once class begins the parking demand is likely much less than 23 spaces.

Future parking areas to the south, and along the north and east sides of the building, are planned to be restriped as future tenants occupy the remaining spaces within building.

This traffic and parking evaluation was conducted by:

Justin Opitz, AICP  
Transportation Planner

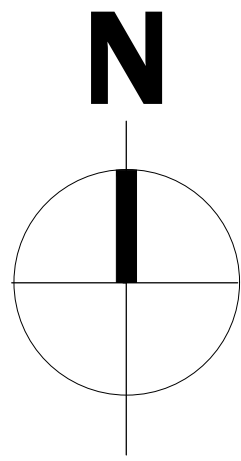
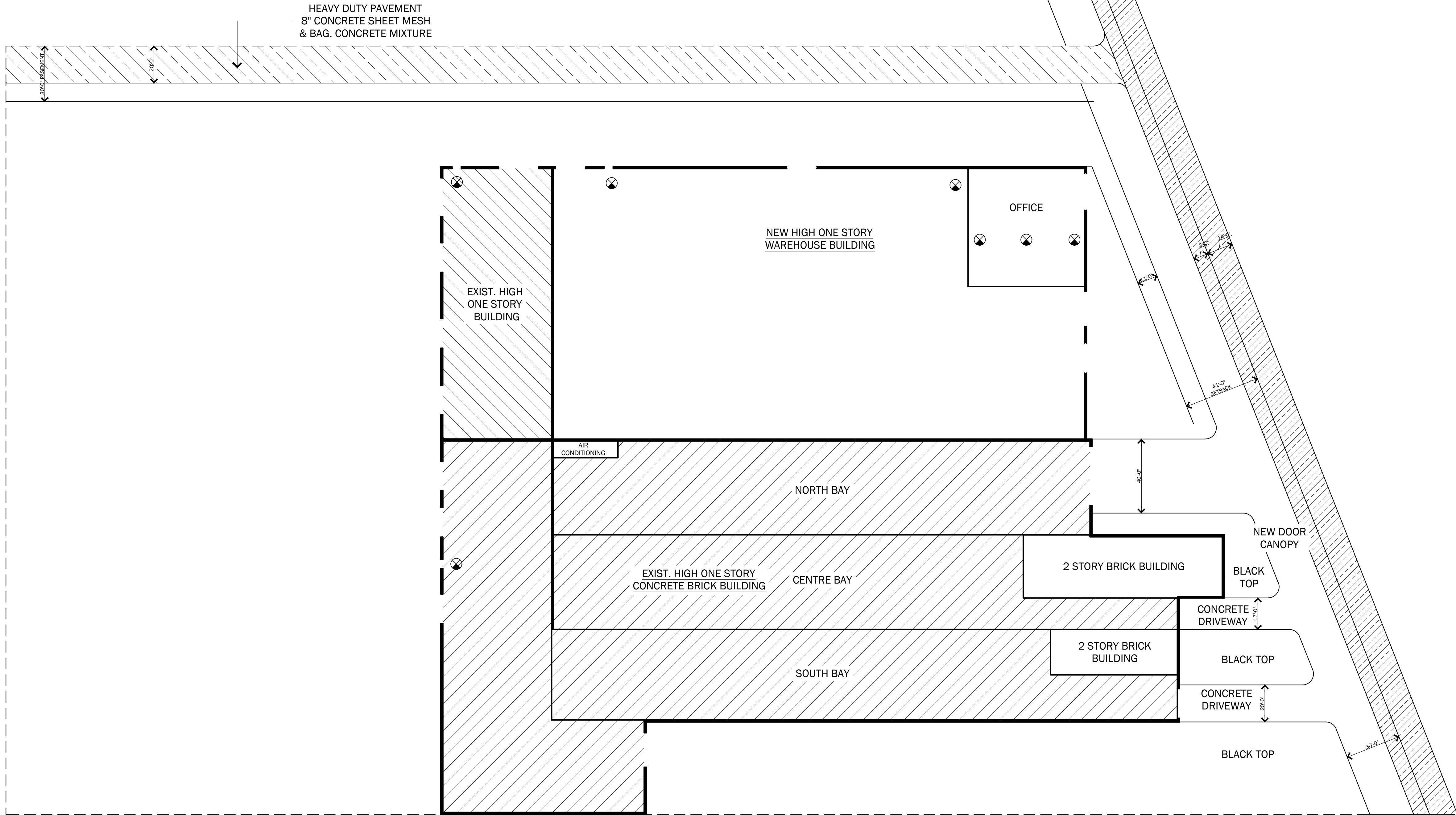


## ATTACHEMENTS

1. Site Plan
2. ITE Trip Generation Manual, 11th Edition Excerpts
3. IDOT Traffic Volume Data
4. Conceptual Parking Lot Layout Exhibit
5. ITE Parking Generation Manual, 6th Edition Excerpts



## SITE PLAN

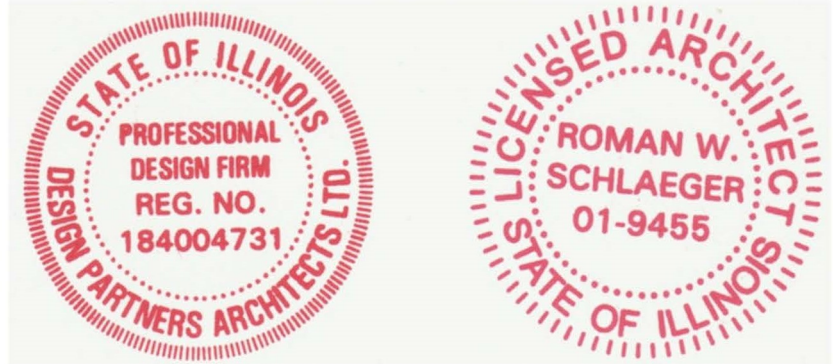


# SITE PLAN

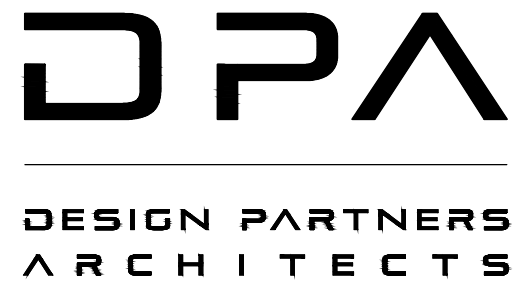
**SITE PLAN**  
SCALE: 1/32" = 1'-0"

## CERTIFICATION

These drawings have been prepared under the Architect's direct supervision and in the Architect's opinion, these drawings comply with applicable codes. This certification is void if there are any changes or deviations from these drawings without the Architect's written approval.



Roman Schlaeger, Architect, for DESIGN PARTNERS ARCHITECTS LTD.,  
an Illinois Registered Design Firm LIC EXP: NOV 31, 2042



586 GREEN BAY RD. GLENCOE, IL 60022  
www.DesignPartnersArchitects.com  
647.507.4400

06/27/2023  
ISS. FOR PERMIT  
REVISIONS DATE

PROJECT

**7840 - 7860**  
LEHIGH AVE.  
MORTON GROVE, IL

AS BUILT  
SITE PLAN

DRAWN BY: BHAGAT CHECKED BY: RS

ORIGINAL DATE OF ISSUE: SEE ABOVE

**A1**



**ITE TRIP GENERATION MANUAL, 11TH EDITION EXCERPTS**

# Recreational Community Center (495)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA  
On a: Weekday

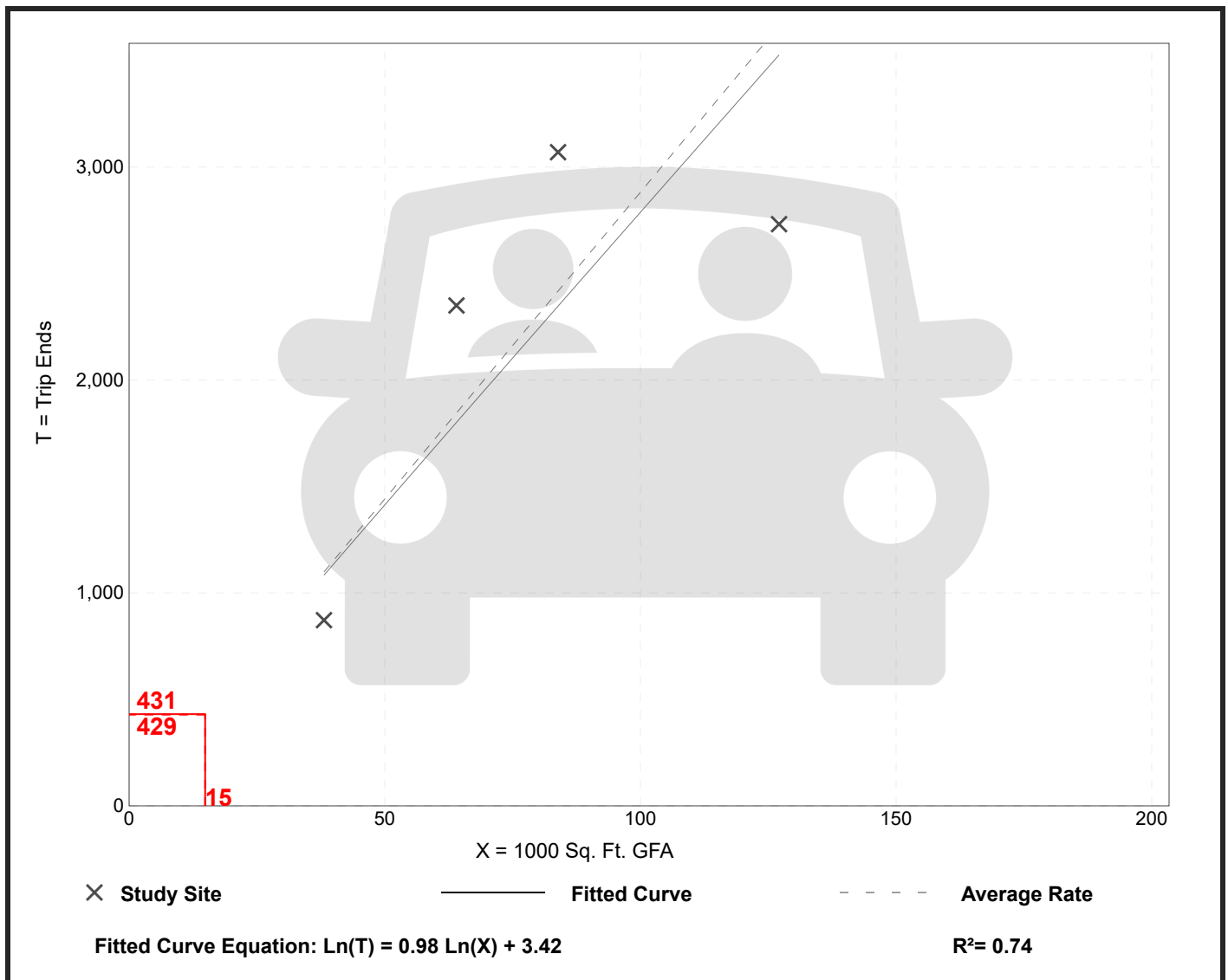
Setting/Location: General Urban/Suburban  
Number of Studies: 4  
Avg. 1000 Sq. Ft. GFA: 78  
Directional Distribution: 50% entering, 50% exiting

## Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
28.82	21.49 - 36.71	8.56

## Data Plot and Equation

*Caution – Small Sample Size*





# Athletic Club (493)

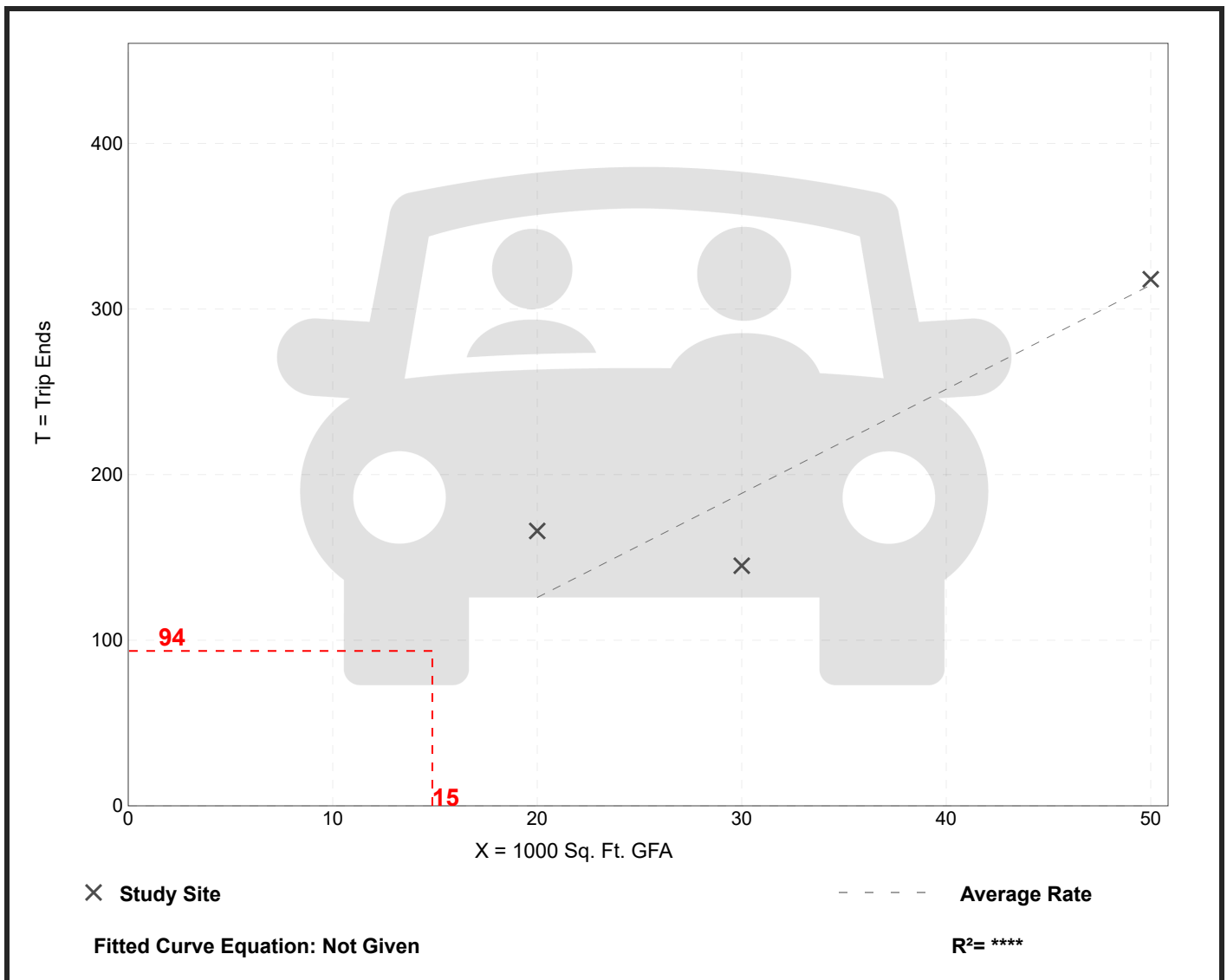
Vehicle Trip Ends vs: 1000 Sq. Ft. GFA  
 On a: Weekday,  
 Peak Hour of Adjacent Street Traffic,  
 One Hour Between 4 and 6 p.m.  
 Setting/Location: General Urban/Suburban  
 Number of Studies: 3  
 Avg. 1000 Sq. Ft. GFA: 33  
 Directional Distribution: 62% entering, 38% exiting

## Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
6.29	4.83 - 8.30	1.47

## Data Plot and Equation

*Caution – Small Sample Size*



# Athletic Club (493)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA  
On a: Saturday, Peak Hour of Generator

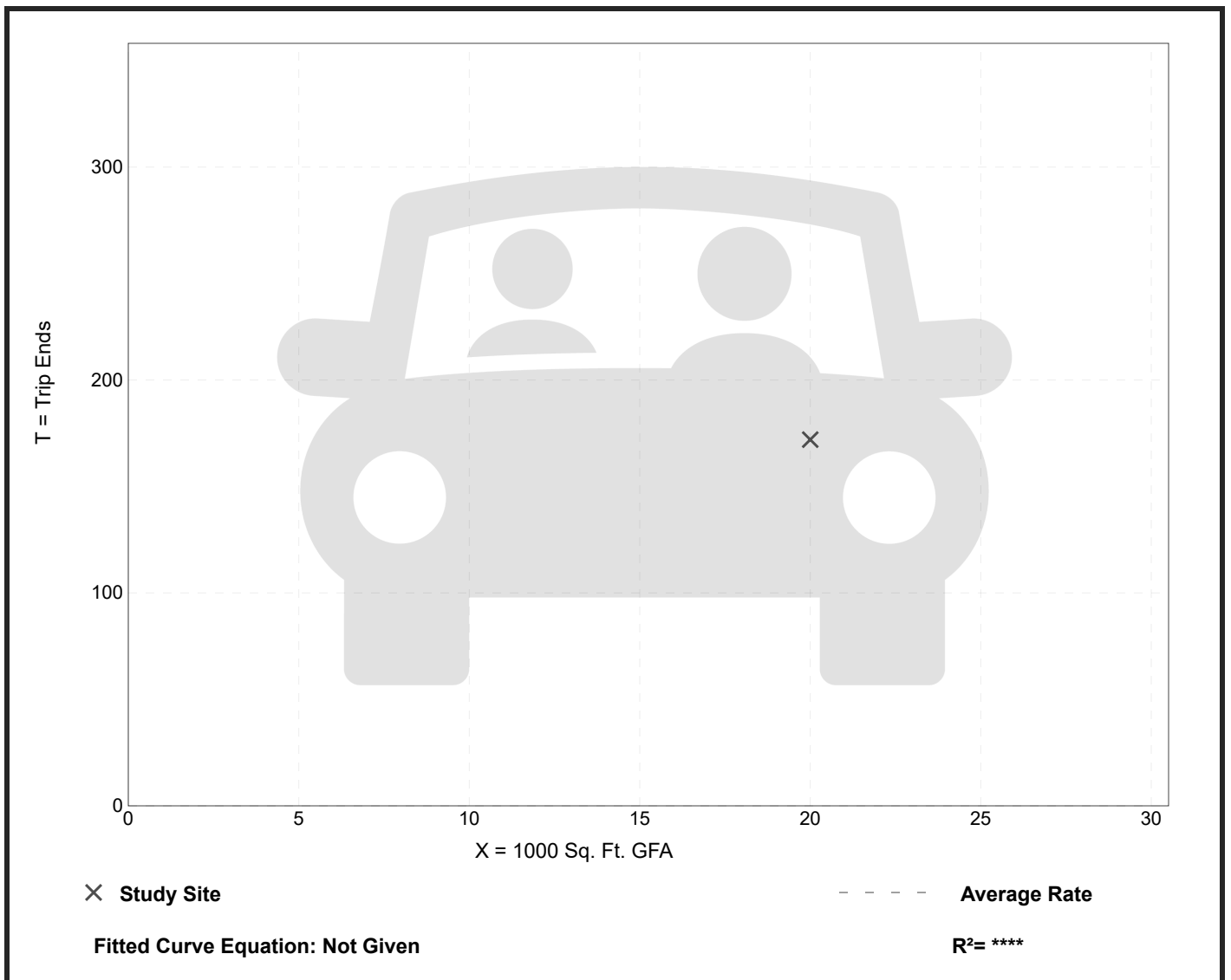
Setting/Location: General Urban/Suburban  
Number of Studies: 1  
Avg. 1000 Sq. Ft. GFA: 20  
Directional Distribution: 49% entering, 51% exiting

## Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
8.60	8.60 - 8.60	*

## Data Plot and Equation

*Caution – Small Sample Size*





## IDOT TRAFFIC VOLUME DATA



# Volume Count Report

LOCATION INFO	
Location ID	016 1213
Type	LINK
Funct'l Class	5
Located On	Lehigh Ave
From Road	Oakton St
To Road	Howard St
Direction	2-WAY
County	Cook
Community	NILES
MPO ID	
HPMS ID	
Agency	Illinois DOT

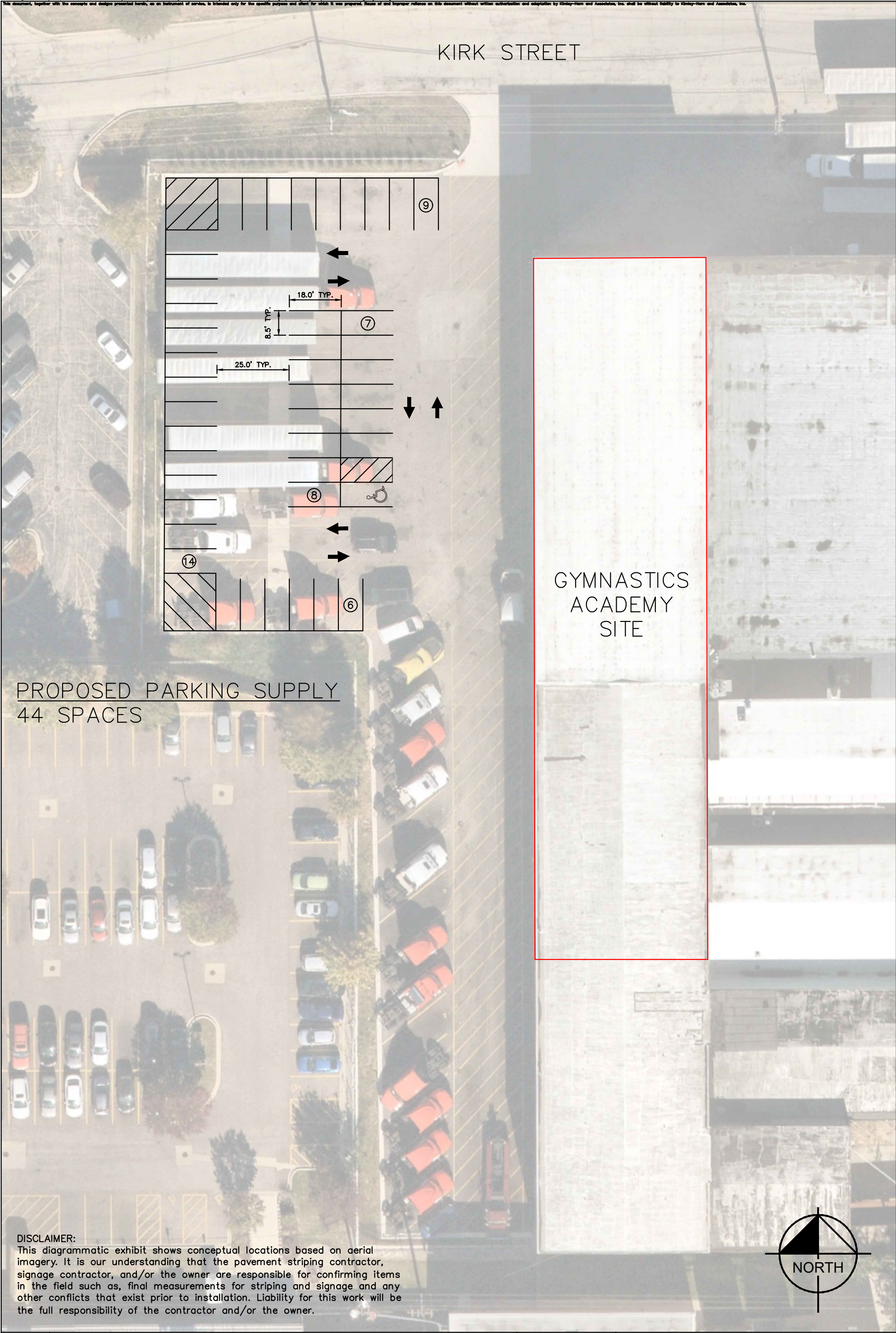
COUNT DATA INFO	
Count Status	Accepted
Holiday	No
Start Date	Tue 8/8/2023
End Date	Wed 8/9/2023
Start Time	9:00:00 AM
End Time	9:00:00 AM
Direction	2-WAY
Notes	
Station	
Study	
Speed Limit	
Description	
Sensor Type	NA
Source	CombineVolumeCountsIncremental
Latitude,Longitude	

INTERVAL:60-MIN	
Time	Hourly Count
0:00-1:00	14
1:00-2:00	22
2:00-3:00	13
3:00-4:00	35
4:00-5:00	54
5:00-6:00	118
6:00-7:00	167
7:00-8:00	267
8:00-9:00	328
9:00-10:00	334
10:00-11:00	316
11:00-12:00	377
12:00-13:00	392
13:00-14:00	405
14:00-15:00	447
15:00-16:00	462
16:00-17:00	471
17:00-18:00	445
18:00-19:00	367
19:00-20:00	276
20:00-21:00	201
21:00-22:00	128
22:00-23:00	85
23:00-24:00	43
Total	5,767
AM Peak	11:00-12:00 377
PM Peak	16:00-17:00 471



## CONCEPTUAL PARKING LOT LAYOUT EXHIBIT





PROPOSED PARKING SUPPLY  
44 SPACES

DISCLAIMER:  
This diagrammatic exhibit shows conceptual locations based on aerial imagery. It is our understanding that the pavement striping contractor, signage contractor, and/or the owner are responsible for confirming items in the field such as, final measurements for striping and signage and any other conflicts that exist prior to installation. Liability for this work will be the full responsibility of the contractor and/or the owner.



**ITE PARKING GENERATION MANUAL, 6TH EDITION EXCERPTS**



# Athletic Club (493)

Peak Period Parking Demand vs: 1000 Sq. Ft. GFA

On a: Weekday (Monday - Friday)

Setting/Location: General Urban/Suburban

Number of Studies: 4

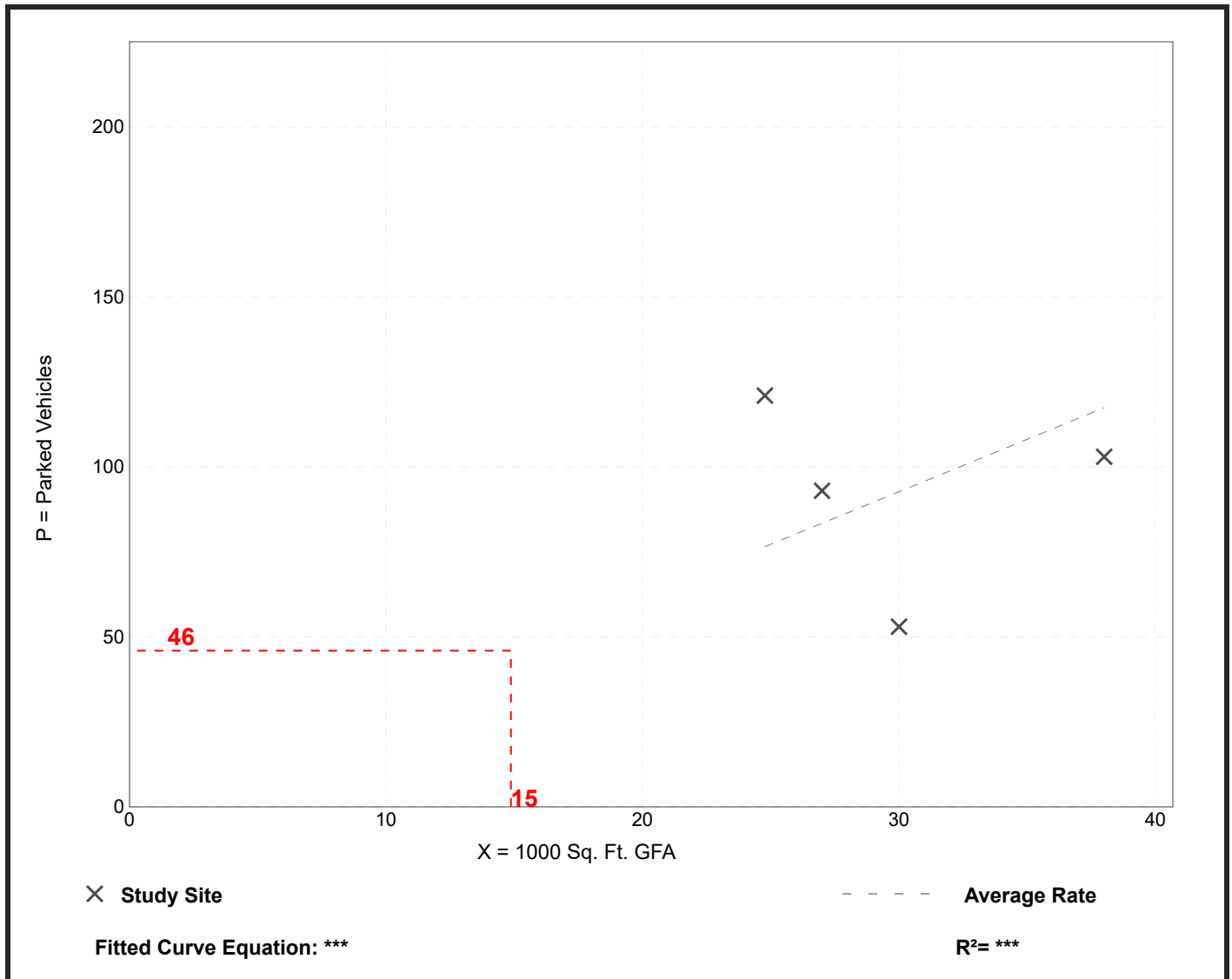
Avg. 1000 Sq. Ft. GFA: 30

## Peak Period Parking Demand per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
3.09	1.77 - 4.88	2.38 / 4.88	***	1.25 (40%)

## Data Plot and Equation

Caution – Small Sample Size





April 24, 2025

Mr. Brandon Nolin  
Community Development Administrator  
Village of Morton Grove  
6101 Capulina Avenue  
Morton Grove, IL 60053

RE: Special Use Permit Review  
Vitrychenko Gymnastics  
7860 Lehigh Avenue  
Morton Grove, Illinois

Dear Mr. Nolin:

We are in receipt of the preliminary review of the above referenced project, received by our office via email on April 22, 2025. Please note that the following response corresponds to the comments in the review.

Short Term Items

1. As this formerly single-user/single-tenant building is now being subdivided into multiple tenant spaces, it is necessary that appropriate fire-separation/demising walls be provided between tenants.

There are various potential scenarios for the proposed subdivision of the tenant spaces. Among these scenarios, there are a few consistent standards that will be implemented:

- One tenant is not permitted to exit through another tenant space: "Where more than one tenant occupies a building, each tenant space shall be provided with access to the required exits without passing through adjacent tenant spaces." IBC 1016.2.1 ('IBC' references 2018 International Building Code.)
- The existing building is 2B Construction Type, non-combustible construction, and fully sprinklered. (If not, the building is to become fully sprinklered with an approved fire-suppression system in compliance with Morton Grove Fire Department.) As such, separation of tenant spaces will be in compliance with the Required Separation of Occupancies, IBC Table 508.4.

- The Special Use Review states: “separation...from other potential *industrial* users...” The proposed gymnastics facility tenant space is consistent with being classified as either an A-3 Occupancy, “gymnasiums without spectator seating” (IBC 303.4), or B Occupancy, “...training and skill development... martial arts studios, gymnastics and similar uses...” (IBC 304.1). Our understanding is the Owner is pursuing other potential tenants in the building consistent with the A-3 or B Occupancies, but not industrial tenants.

Therefore, we will propose the appropriate tenant demising separation based on the standards listed above. Please know that the access from the west side of the building will be limited to Vitrychenko Gymnastics as indicated on the Plan.

2. It is our understanding that Vitrychenko Gymnastics will typically have less than 30 occupants in its facility. Please refer to the tenant for exact numbers of occupants, percentage of drop-offs and what their anticipated traffic will be. However, please see the Site Plan, Drawing 1/A001, for a layout of parking for the west side of the building. Note that this area yields approximately 100 parking stalls. Anticipating that other potential tenants will be similar occupancies, there will not be a need for truck docks at this facility. Therefore, there opens up potential parking on the east and towards the south of the building as well for future tenants.
3. Please see Drawing 1/A003 for a Potential Tenant Demising Plan. Please note that this plan is conceptual and is expected to be modified per tenant requirements. However, there are to be individual and sufficient exits for each tenant space.
4. Please see 1/A002 for a Conceptual Site Lighting Plan, indicating the extent of 0.1 footcandles, along with the light fixture catalog sheet.

#### Long Term Items

1. Please know that we will respond to Fire Department and Village of Morton Grove Community and Economic Development comments as we progress in the planning of the facility.
2. The work involved in this tenant buildout is to comply with all applicable codes.



(7860 Lehigh Avenue, Morton Grove, IL Special Use Permit Review; 4/24/25)

Mr. Nolin, included in this response are Sheets A001, A002 and A003. We trust this response satisfies the Village of Morton Grove immediate concerns. Please advise if you require further information in your review.

Sincerely,

GILLESPIE DESIGN GROUP, LTD.

A handwritten signature in black ink, appearing to read "David J. Gillespie".

David J. Gillespie  
Architect

Cc: Vitrychenko Gymnastics  
Laurence Woznicki

## Legislative Summary

### **Ordinance 25-22**

#### **APPROVING TEXT AMENDMENTS TO ESTABLISH SECTIONS 12-3-9 AND 12-3-10 OF THE MORTON GROVE UNIFIED DEVELOPMENT CODE (TITLE 12) TO PROVIDE GUIDANCE FOR THE INSTALLATION AND USE OF SOLAR ENERGY COLLECTION SYSTEMS AND WIND ENERGY COLLECTION SYSTEMS IN MORTON GROVE, ILLINOIS**

<b>Introduction:</b>	June 10, 2025
<b>Purpose:</b>	To approve various Text Amendments to provide guidance for the installation and use of solar energy and wind energy collection systems.
<b>Background:</b>	<p>The Department of Community and Economic Development continuously reviews and updates the Unified Development Code (Title 12, Morton Grove Municipal Code) as needed to keep regulations current and promote predictable and desirable development. The text amendments in this ordinance are based on input received by Staff throughout 2024 and Staff discussion with the Plan Commission in December 2024 and March 2025.</p> <p>The Village of Morton Grove (“Applicant”) submitted a complete application (“Application”) to the Plan Commission under Case PC 25-04 requesting Text Amendments to Chapter 12-3 of Title 12. The text amendments provide guidance for the installation and use of solar energy collection systems and wind energy collection systems.</p> <p>On May 20, 2025, the Applicant appeared before the Plan Commission to present the request for approval of the Application made under Case PC 25-04. Following Plan Commission discussion on March 18, 2025, freestanding wind energy collection systems were proposed as prohibited within all residential districts. Also, language was added to highlight Plan Commission comments regarding permitted height for solar energy collection systems on pitched roofs. The revised text amendments were unanimously approved by the Plan Commission (6-0).</p>
<b>Programs, Dept’s, Groups Affected</b>	Department of Community and Economic Development
<b>Fiscal Impact:</b>	N/A
<b>Source of Funds:</b>	N/A
<b>Workload Impact:</b>	The Text Amendment will be implemented and supervised by staff as part of their normal work activities.
<b>Administrative Recommendation:</b>	Approval as presented
<b>Second Reading:</b>	June 24, 2025
<b>Special Considerations or Requirements:</b>	None

## **ORDINANCE 25-22**

### **APPROVING TEXT AMENDMENTS TO ESTABLISH SECTIONS 12-3-9 AND 12-3-10 OF THE MORTON GROVE UNIFIED DEVELOPMENT CODE (TITLE 12) TO PROVIDE GUIDANCE FOR THE INSTALLATION AND USE OF SOLAR ENERGY COLLECTION SYSTEMS AND WIND ENERGY COLLECTION SYSTEMS IN MORTON GROVE, ILLINOIS**

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

WHEREAS, the Village continuously reviews and, as it deems necessary, updates existing Municipal Codes to assure they are kept current and relevant; and

WHEREAS, the Village of Morton Grove submitted a complete Text Amendment Application to the Morton Grove Plan Commission under Case PC 25-04 to consider and recommend adoption of a Text Amendment to Title 12 of the Village of Morton Grove Unified Development Code (Ordinance 07-07) (“Application”); and

WHEREAS, the proposed Text Amendment provides guidance for the installation and use of solar energy collection systems and wind energy collection systems; and

WHEREAS, pursuant to the applicable provisions of the Municipal Code, notice of a public hearing for case PC 25-04 on May 20, 2025, was duly published in the *Morton Grove Champion*, a newspaper of general circulation in the Village of Morton Grove, on May 1, 2025; and

WHEREAS, as required by ordinance, the Village’s Plan Commission held a public hearing relative to the above referenced case on May 20, 2025, and at said public hearing, all concerned parties were given the opportunity to be present and express their views for consideration by the Plan Commission; and

WHEREAS, the Village’s Plan Commission considered all the evidence and testimony presented to it, discussed the merits of the Application and made certain recommendations through a report dated May 13, 2025, which was presented to the Village Board on June 3, 2025, and a copy of that report is contained in “**Exhibit A**”; and

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

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

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

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

SECTION 2: A new Title 12, Chapter 3, Section 9, entitled “Solar Energy Collection Systems,” is hereby inserted to read as follows:

12-3-9: Solar Energy Collection Systems

Solar energy collection systems are allowed as an accessory use in all districts with the following conditions:

A. Building-Mounted Systems

1. Location:

- a. Roof-mounted: Solar energy collection systems may be mounted on any roof face of principal or accessory structures. Systems should be flush mounted when possible.
- b. Façade-mounted: Solar energy collection systems may be applied flat against a building facade, or project off a building facade up to three feet (3’), but shall not encroach in required yards.

2. Quantity: The total square footage of the system panels may not exceed the total area of roof surface of the structure to which the system is attached.

3. Roof Overhang: No part of a roof-mounted system shall extend over the edge of the roof.

4. Measuring Height: Height is measured from the roof surface on which the system is mounted to the highest edge of the system.

5. Maximum Height: Systems may exceed the maximum height for a district, but shall not extend more than five feet (5’) above the surface of a flat roof or the highest peak of a pitched roof. System mounting angles should be minimized so as to parallel roof pitch as closely as practical for the functionality of the system.

B. Ground-mounted Systems

1. Location: Systems are permitted in the rear and side yards only, but may not be located in a required side yard. All parts of a ground-mounted system shall be located within the buildable area of a parcel.

2. Maximum Height: Maximum height shall be 15 feet (15’) in height, measured from the grade at the base of the pole to the highest edge of the system.

3. Setbacks: All parts of the ground-mounted system shall follow the requirements of a detached accessory structure pursuant Section 12-2-5:B of this Chapter, however no ground-mounted system shall be located closer than ten feet (10’) from an adjacent residential lot line.

4. Accessory Structure: A ground-mounted system shall count toward the maximum number of accessory structures allowed, but does not count toward the maximum gross floor area of accessory structures.

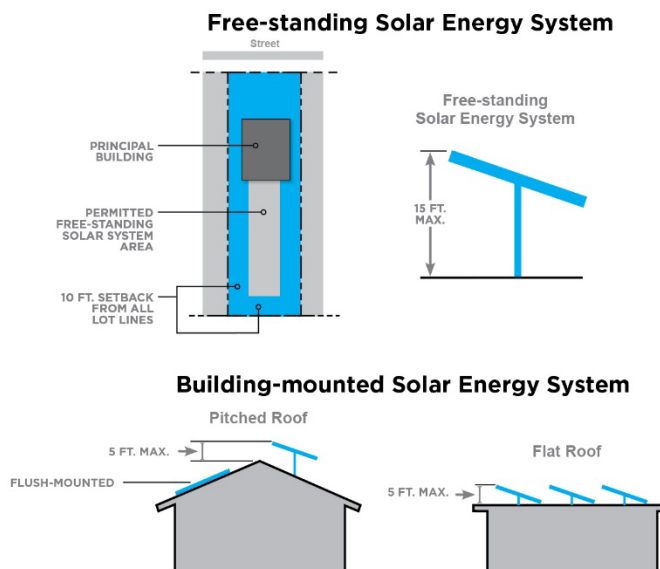
- Coverage: The area of a ground-mounted system shall be included in lot coverage and yard coverage calculations, and shall not occupy greater than 75 percent when accessory to a commercial use.

- Requirements for all solar energy collection systems.



5. Blending: Efforts shall be made in the design of solar energy systems to incorporate the use of materials, colors, textures, screening and landscaping that will aid in blending the system into the natural setting and existing environment.
6. Wiring and Piping: All exterior electrical and plumbing lines for solar energy collection systems shall be placed in a conduit or copper piping, shall be installed underground or contained within a raceway that complements the building materials of the principal structure, and shall otherwise comply with all other village requirements relative to electrical or plumbing lines.
7. No Resale: All energy produced by a solar energy collection system shall be utilized on site, except for net metering as authorized by the applicable electric or other utility.
8. Glare and Heat: No glare or heat from a solar energy collection system shall be detectable at any point off the lot on which the system is located. Flickering or intense sources of light shall be controlled or shielded so as not to cause a nuisance across lot lines.
9. No Advertising: Solar energy collection systems shall not be used for displaying any advertising except for reasonable identification of the manufacturer or operator of the system. In no case shall any identification be visible from a property line.

## SOLAR ENERGY COLLECTION SYSTEMS



SECTION 3: A new Title 12, Chapter 3, Section 10, entitled “Wind Energy Collection Systems,” is hereby inserted to read as follows:

### 12-3-10: Wind energy collection system

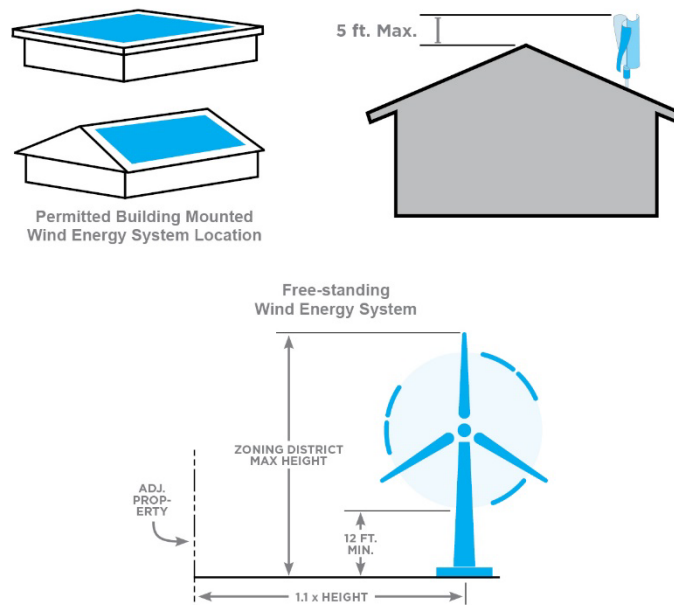
Wind energy collection systems are allowed as an accessory use in all districts with the following conditions:

#### A. Freestanding Systems

1. Freestanding systems are prohibited within residential districts and are not allowed on zoning lots less than 10,000 sq. ft.
2. Clearance: Minimum clearance between the lowest tip of the rotor or blade and the ground is 12 feet (12’).
3. Permitted Yard Location: Allowed only in the side and rear yards.

4. Height: No accessory wind energy collection systems may be greater in height than the maximum building height permitted in the zoning district.
  5. Front yards: Turbines may be allowed in the front yards of nonresidential districts with a special use permit provided there are no residential districts within 120 feet of any property line of the zoning lot where the turbine will be located.
  6. Setbacks: The base of a wind energy collection systems shall be setback 1.1 times the height of the highest edge of the system from all property lines, overhead utility line poles, public sidewalks or trails, and public rights-of-way. Any system or any ancillary equipment shall not be located within any required setbacks of the respective zoning district.
  7. Access: Climbing access (rungs or foot pegs) to the tower shall not start until twelve feet (12') above grade to prevent unauthorized access.
- B. Building Mounted Systems.
1. Quantity: One turbine is allowed for every 750 square feet of the combined roof area of all structures on a zoning lot. For a pitched roof, each surface of the roof shall be included in the roof area calculation.
  2. Rated Capacity: A maximum rated capacity of 3 kilowatts (kW) per turbine is allowed.
  3. Height: Systems may exceed the maximum height for a district, but shall not extend more than five feet (5') above the surface of a flat roof or the highest peak of a pitched roof. Systems shall be affixed to the roof deck of a flat roof or to the ridge or slope of a pitched roof and may not be affixed to the parapet or chimney of any structure.
  4. Systems may exceed the maximum height for a district, but shall not extend more than five feet (5') above the surface of a flat roof or the highest peak of a pitched roof.
- C. Requirements for all small wind energy collection systems.
1. Noise: Except during such short-term events such as utility outage or a severe windstorm, a wind energy system shall not exceed 45 dBA when adjacent to all residential districts, and 55 dBA when in or adjacent to all non-residential districts. Noise levels shall be measured at the adjacent lot line.
  2. Safety: Every wind energy system shall have an internal automatic braking device to prevent uncontrolled rotation of over speeding.
  3. No Resale: All energy produced by a wind energy collection system shall be utilized on site, except for net metering as authorized by the applicable electric or other utility.

## WIND ENERGY COLLECTION SYSTEMS



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

SECTION 5: Except as to code amendments set forth in this ordinance, all chapters and sections of the Morton Grove Village Code shall remain in full force and effect.

SECTION 6: This ordinance shall be effective from and after its adoption, approval, and publication as provided by law.

Passed this 24th day of June 2025.

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

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

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

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

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

Trustee White \_\_\_\_\_

Approved by me this 24th day of June 2025.

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

Attested and Filed in my office this  
25th day of June 2025.

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

## **LIST OF EXHIBITS**

EXHIBIT A            Plan Commission Report for PC 25-04, dated June 3, 2025

## **EXHIBIT A**

Plan Commission Report for PC 25-04

*Dated June 3, 2025*

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

**From:** Chris Kintner, Plan Commission Chairperson  
Charles Meyer, Village Administrator  
Teresa Hoffman Liston, Corporation Counsel  
Brandon Nolin, Community Development Administrator

**Date:** June 3, 2025

**Re:** Plan Commission Case PC 25-04  
Request for approval of various Text Amendments to establish Sections 12-3-9 and 12-3-10 of the Morton Grove Unified Development Code (Title 12) to provide guidance for the installation and use of solar energy collection systems and wind energy collection systems. The applicant is the Village of Morton Grove.

### **Executive Summary**

The Department of Community and Economic Development continuously reviews and updates the Unified Development Code (Title 12, Morton Grove Municipal Code) as needed to keep regulations current and promote predictable and desirable development. Staff has recommended several text amendments based on input received throughout 2024 and discussion with the Plan Commission in December 2024 and March 2025. The text amendments provide guidance for the installation and use of solar energy collection systems and wind energy collection systems..

The background on each recommended text amendment is provided in each section of the Plan Commission Report. The Plan Commission requested one minor revision (the use of the term “ground-mounted” instead of “freestanding” solar energy collection systems) and voted unanimously to approve all Staff recommended text amendments.

### **Application Overview**

On April 11, 2025, the applicant submitted a complete application requesting Text Amendments to Chapter 12-3 of the Unified Development Code (Title 12) to keep regulations current and promote predictable and desirable development. The applicant submitted a report to the Plan Commission, attached hereto as “**Attachment A**,” which describes the purpose of the various amendments and provides supporting information.

### **Procedural Control**

The application proposes to amend Village Code requirements applicable to future development, and is not particular to a specific development. As such, review by the Village departments, Appearance Commission, and Traffic Safety Commission were waived. Various sections of the proposed text amendment were also shared with department representatives from the Building Department, Fire Department, and Public Works Department/Engineering. Working drafts were modified and comments were subsequently incorporated into the draft legislation.

The application was reviewed by the Department of Community and Economic Development, Administration, Corporation Counsel, and Plan Commission, for consideration and final action by the Village Board of Trustees.

### **Plan Commission Public Hearing**

The Village provided Public Notice for the May 20, 2025, Plan Commission public hearing for Case PC 25-04 in accordance with the Unified Development Code. The *Morton Grove Champion* published a public notice on February 27, 2025. Letters to surrounding property owners and a public notice sign were not required due to the application being for a Text Amendment to the Unified Development Code (Title 12) and not in relation to any particular property.



Plan Commission – May 20, 2025, Proceedings: Six members of the Plan Commission were in attendance at the public hearing for Case PC 25-04 held on May 20, 2025. Brandon Nolin, Community Development Administrator, provided a brief introduction to the application. The staff report dated May 13, 2025, and attached hereto as “**Attachment A**,” was entered into the public record.

Mr. Nolin noted that the proposed text amendment was based on a previous draft presented to the Plan Commission on March 18, 2025. He indicated that in response to Plan Commission comments, Staff had researched alternative methods for guiding solar panel height and determined that the proposed language was adequate. He also noted that Staff had revised previous draft language to prohibit freestanding wind energy collection systems within all residential districts.

Chairman Kintner thanked Staff for their efforts.

Commissioner Stein noted that in reviewing the language and discussing current terminology with others knowledgeable of solar energy, he discovered that freestanding systems are typically referred to as ground-mounted. Mr. Nolin replied that Staff would be amenable to such a change and requested that it be included in whatever motion the Plan Commission put forward.

There was no public comment.

Commissioner Dorgan made a motion to recommend approval of Case 25-04, establishing Sections 12-3-9 and 12-3-10 of the Morton Grove Unified Development code (Title 12) to provide guidance for the installation and use of solar energy collection systems and wind energy collection systems, with the edit to Section 12-3-9:B to change “Freestanding” Systems to “Ground Mounted” Systems.

The motion was seconded by Commissioner Stein. Chairman Kintner called for the vote.

Commissioner Dorgan	voting	aye
Commissioner Hussaini	voting	aye
Commissioner Liston	voting	aye
Commissioner Mohr	voting	aye
Commissioner Stein	voting	aye
Chairman Kintner	voting	aye

Motion passed (6-0)

### **Attachments**

- **Attachment A** – Staff Report to the Plan Commission for PC 25-04, prepared by Brandon Nolin, Community Development Administrator, dated May 13, 2025

**Attachment B**

Staff Report to the Plan Commission for PC 25-04  
Prepared by Brandon Nolin, Community Development Administrator,  
Dated May 13, 2025

**To:** Chairperson Kintner and Members of the Plan Commission

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

**Date:** May 13, 2025

**Re:** Plan Commission Case PC 25-04  
Request for approval of various Text Amendments to establish Sections 12-3-9 and 12-3-10 of the Morton Grove Unified Development Code (Title 12) to provide guidance for the installation and use of solar energy collection systems and wind energy collection systems. The applicant is the Village of Morton Grove.

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## STAFF REPORT

### Public Notice

The Village provided public notice for the May 20, 2025, Plan Commission public hearing for Case PC 25-04 in accordance with the Unified Development Code. The Morton Grove Champion published a public notice on May 1, 2025. Letters to surrounding property owners and a public notice sign were not required due to the application being for a Text Amendment to the Unified Development Code (Title 12) and not in relation to any particular property.

### Background

The Department of Community and Economic Development continuously reviews and updates the Unified Development Code (Title 12, Morton Grove Municipal Code) as needed to keep regulations current and promote predictable and desirable development. This report outlines several text amendments recommended by Staff based on input received throughout 2024 and discussion with the Plan Commission on December 17, 2024 and March 18, 2025. The background on each recommended text amendment is provided in each section.

### Solar Energy

Solar energy collection systems are not currently defined within the UDC and Staff reviews requests on a case-by-case basis. The Building Code provides some guidance on solar such as requirements for the use of electrical conduit and structural supports, but there is not guidance to ensure such installations do not have a negative impact on adjacent properties. Staff recommend the following definition and treatment of solar energy collection systems to provide fair certainty to applicants and avoid inconsistent guidance.

**NOTE:** *Following Plan Commission discussion on March 18, 2025, the permitted height for solar energy collection systems on pitched roofs was reviewed by Staff. Staff determined that allowing for systems to extend up to five feet (5') above the surface of a pitched roof was appropriate to allow users to angle solar panels to optimize solar capture. Accommodating all manner of roof angles would be impractical within the Code. The following statement has been included in Section 12-3-9:A.5 to highlight the concern: "System mounting angles should be minimized so as to parallel roof pitch as closely as practical for the functionality of the system."*

## 12-3-9 New Section for Solar

### 12-3-9: Solar Energy Collection Systems

Solar energy collection systems are allowed as an accessory use in all districts with the following conditions:

#### A. Building-Mounted Systems

1. Location:
  - a. Roof-mounted: Solar energy collection systems may be mounted on any roof face of principal or accessory structures. Systems should be flush mounted when possible.
  - b. Façade-mounted: Solar energy collection systems may be applied flat against a building facade, or project off a building facade up to three feet (3'), but shall not encroach in required yards.
2. Quantity: The total square footage of the system panels may not exceed the total area of roof surface of the structure to which the system is attached.
3. Roof Overhang: No part of a roof-mounted system shall extend over the edge of the roof.
4. Measuring Height: Height is measured from the roof surface on which the system is mounted to the highest edge of the system.
5. Maximum Height: Systems may exceed the maximum height for a district, but shall not extend more than five feet (5') above the surface of a flat roof or the highest peak of a pitched roof. System mounting angles should be minimized so as to parallel roof pitch as closely as practical for the functionality of the system.

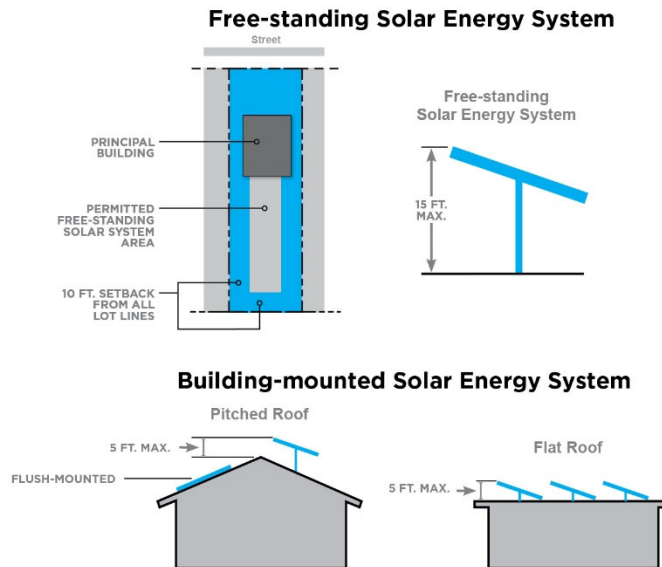
#### B. Free-Standing Systems

1. Location: Systems are permitted in the rear and side yards only, but may not be located in a required side yard. All parts of a freestanding system shall be located within the buildable area of a parcel.
2. Maximum Height: Maximum height shall be 15 feet (15') in height, measured from the grade at the base of the pole to the highest edge of the system.
3. Setbacks: All parts of the freestanding system shall follow the requirements of a detached accessory structure pursuant Section 12-2-5:B of this Chapter, however no freestanding system shall be located closer than ten feet (10') from an adjacent residential lot line.
4. Accessory Structure: A free-standing system shall count toward the maximum number of accessory structures allowed, but does not count toward the maximum gross floor area of accessory structures.
5. Coverage: The area of a free-standing system shall be included in lot coverage and yard coverage calculations, and shall not occupy greater than 75 percent when accessory to a commercial use.

#### C. Requirements for all solar energy collection systems.

1. Blending: Efforts shall be made in the design of solar energy systems to incorporate the use of materials, colors, textures, screening and landscaping that will aid in blending the system into the natural setting and existing environment.
2. Wiring and Piping: All exterior electrical and plumbing lines for solar energy collection systems shall be placed in a conduit or copper piping, shall be installed underground or contained within a raceway that complements the building materials of the principal structure, and shall otherwise comply with all other village requirements relative to electrical or plumbing lines.
3. No Resale: All energy produced by a solar energy collection system shall be utilized on site, except for net metering as authorized by the applicable electric or other utility.
4. Glare and Heat: No glare or heat from a solar energy collection system shall be detectable at any point off the lot on which the system is located. Flickering or intense sources of light shall be controlled or shielded so as not to cause a nuisance across lot lines.
5. No Advertising: Solar energy collection systems shall not be used for displaying any advertising except for reasonable identification of the manufacturer or operator of the system. In no case shall any identification be visible from a property line.

## SOLAR ENERGY COLLECTION SYSTEMS



### Wind Energy

Wind energy collection systems are not currently defined within the UDC. Staff have received few inquiries regarding wind energy collection systems, but there is potential for such requests to become more frequent as collection systems continue to decrease in scale and residential applications become more common. Staff recommend the following definition and treatment of wind energy collection systems to provide fair certainty to applicants and avoid inconsistent guidance.

**NOTE:** Following Plan Commission discussion on March 18, 2025, freestanding wind energy collection systems are proposed as prohibited within all residential districts.

- **12-3-10** New Section for Wind

**12-3-10: Wind energy collection system**

Wind energy collection systems are allowed as an accessory use in all districts with the following conditions:

**A. Freestanding Systems**

1. Freestanding systems are prohibited within residential districts and are not allowed on zoning lots less than 10,000 sq. ft.
2. Clearance: Minimum clearance between the lowest tip of the rotor or blade and the ground is 12 feet (12').
3. Permitted Yard Location: Allowed only in the side and rear yards.
4. Height: No accessory wind energy collection systems may be greater in height than the maximum building height permitted in the zoning district.
5. Front yards: Turbines may be allowed in the front yards of nonresidential districts with a special use permit provided there are no residential districts within 120 feet of any property line of the zoning lot where the turbine will be located.
6. Setbacks: The base of a wind energy collection systems shall be setback 1.1 times the height of the highest edge of the system from all property lines, overhead utility line poles, public sidewalks or trails, and public rights-of-way. Any system or any ancillary equipment shall not be located within any required setbacks of the respective zoning district.

7. Access: Climbing access (rungs or foot pegs) to the tower shall not start until twelve feet (12') above grade to prevent unauthorized access.
- B. Building Mounted Systems.
1. Quantity: One turbine is allowed for every 750 square feet of the combined roof area of all structures on a zoning lot. For a pitched roof, each surface of the roof shall be included in the roof area calculation.
  2. Rated Capacity: A maximum rated capacity of 3 kilowatts (kW) per turbine is allowed.
  3. Height: Systems may exceed the maximum height for a district, but shall not extend more than five feet (5') above the surface of a flat roof or the highest peak of a pitched roof. Systems shall be affixed to the roof deck of a flat roof or to the ridge or slope of a pitched roof and may not be affixed to the parapet or chimney of any structure.
  4. Systems may exceed the maximum height for a district, but shall not extend more than five feet (5') above the surface of a flat roof or the highest peak of a pitched roof.
- C. Requirements for all small wind energy collection systems.
1. Noise: Except during such short-term events such as utility outage or a severe windstorm, a wind energy system shall not exceed 45 dBA when adjacent to all residential districts, and 55 dBA when in or adjacent to all non-residential districts. Noise levels shall be measured at the adjacent lot line.
  2. Safety: Every wind energy system shall have an internal automatic braking device to prevent uncontrolled rotation of over speeding.
  3. No Resale: All energy produced by a wind energy collection system shall be utilized on site, except for net metering as authorized by the applicable electric or other utility.

## WIND ENERGY COLLECTION SYSTEMS

