



**VILLAGE BOARD OF TRUSTEES
REGULAR MEETING NOTICE/AGENDA
December 9, 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. (If an Executive Session is placed on the agenda, the meeting shall commence at 6:00 p.m. and the time between 6:00 p.m. and 7:00 p.m. shall be used for the Executive Session per 1-5-7:A of the Village of Morton Grove Municipal Code. If the Agenda does not include an Executive Session, the meeting will begin at 7:00 p.m.).

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Approval of Minutes**
 - a. Regular Meeting – November 25, 2025
5. **Special Reports**
6. **Public Hearings – None**
7. **Plan Commission Reports**

(Written reports available upon request via email at bnolin@mortongroveil.org)

 - a. **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 –
Presented by Brandon Nolin, Community Development Administrator
 - b. **PC 25-07** – Request for a request for approval of a Preliminary Plat of Subdivision, in accordance with Chapter 12-8 of the Morton Grove Municipal Code, and Special Use Permits for a 60-unit mixed-use development with ground floor commercial space in a C/R Commercial/Residential District (12-4-3) with variations for rear yard impermeable coverage (12-2-5:B.3), setback for open accessory parking spaces and balconies (12-2-6:G), facade transparency (12-5-7:A.3.k), dwelling units per acre (12-5-7:C), residential unit location (12-5-7:D.1), parkway trees (12-11-2:B.4), and parking lot screening abutting private property (12-11-3:B.2) for the property

commonly known as 8500-8550 Lehigh Avenue in Morton Grove, Illinois
– *Presented by Brandon Nolin, Community Development Administrator*

- c. **PC 25-08** – Request for approval of a Plat of Vacation for a portion of Chestnut Street right of way located directly west of Lehigh Avenue right of way in Morton Grove, Illinois, and measuring approximately 0.531 acres, in accordance with Section 12-9-5 of the Morton Grove Municipal Code – *Presented by Brandon Nolin, Community Development Administrator*
- d. **PC 25-12** – Request for a Special Use Permit to allow the expansion and modification of an existing school at the property commonly known as 9000 Belleforte Avenue in Morton Grove, Illinois, all within a R-2 Single Family Residence District pursuant to Section 12-4-2:C – *Presented by Brandon Nolin, Community Development Administrator*

8. **Residents’ Comments (agenda items only)**

9. **President’s Report** – *Administration, Council of Mayors, Northwest Municipal Conference, Dempster Street Corridor Steering Committee*

- a. Proclamation- Food Pantry Month
- b. Board and Commission Chair and Vice Chair Appointments for Calendar Year 2026
- c. 2026 Village Board Meeting Dates
- d. 2026 Village Commission Meeting Dates
- e. Trustee Liaison Assignments for Calendar Year 2026

10. **Clerk’s Report** – *Family & Senior Services, Advisory Commission on Aging, Condominium Association, Maine Township Government*

11. **Staff Report**

a. **Village Administrator**

- 1) **Ordinance 25-38** (*Introduced November 25, 2025, Second Reading*)
Amending Title 1 Chapter 11 Section 4 Entitled “Fees for Specific Permits, Licenses, Certificates, and Services” of the Municipal Code of the Village of Morton Grove to Update the Ambulance Transport Fees
- 2) **Resolution 25-81** Authorizing a Professional Services Agreement with EO Sullivan, LLC of Libertyville, Illinois for Lobbying Services on behalf of the Village of Morton Grove

b. **Corporation Counsel**

12. **Reports by Trustees**

- a. **Trustee Khan** – *Finance Department, Appearance Commission, (Trustee Travis)*

- 1) **Ordinance 25-37** (*Introduced November 25, 2025, Second Reading*) Authorizing an Amendment to the Village of Morton Grove 2025 Adopted Budget
- b. **Trustee Minx** – *Fire Department, Fire Pension Board, Fire and Police Commission, Special Events Commission, RED Center, NIPSTA (Trustee Thill)*
- c. **Trustee Shiba** – *Building Department, Environment & Natural Resources Commission, Legal Department, IT Department, Sawmill Station TIF (Trustee White)*
 - 1) **Ordinance 25-39** (*Introduced December 9, 2025, First Reading*) Amending Title Seven Entitled “Public Property and Utilities”, Chapter Two Entitled “Tree Preservation” of the Village of Morton Grove Municipal Code
 - 2) **Resolution 25-82** Authorizing a Contractual Agreement with Dell, Inc. to Renew the Microsoft Enterprise Agreement for Microsoft Software Licensing for Operating and Productivity Software for Village Staff and Users
- 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 25-83** Authorizing A Contract with Advanced Tree Care, Inc. of Lincolnshire, Illinois, for the 2026 Tree Trimming Program
 - 2) **Resolution 25-84** Authorizing the Appropriation of the 2026 Motor Fuel Tax Funds for the Maintenance of Streets and Highways
- e. **Trustee Travis** – *Police Department, Police Pension Board, Fire & Police Commission, Community Relations Commission, Niles Township Government (Trustee Khan)*
- f. **Trustee White** – *Community & Economic Development Department, Economic Development Commission, Plan Commission/ Zoning Board, Lincoln/Lehigh TIF (Trustee Shiba)*
 - 1) **Ordinance 25-40** (*Introduced December 9, 2025, First Reading*) Amending Title Twelve Entitled “Unified Development Code” Chapter Three Entitled “Regulation of Specific Uses in All Zoning Districts” to Establish Section 12-3-9 of the Municipal Code of the Village of Morton Grove to Regulate the Installation and Use of Solar Energy Collection Systems
 - 2) **Ordinance 25-41** (*Introduced December 9, 2025, First Reading*) Approving a Special Use Permit to Authorize the Expansion and Modification of an Existing School at the Property Commonly Known as 9000 Belleforte Avenue, Morton Grove, Illinois
 - 3) **Ordinance 25-42** (*Introduced December 9, 2025, First Reading*) Approving a Preliminary Plat of Subdivision and Special Use Permit with Associated

Waivers for a 60-Unit Mixed-Use Development on Property Commonly Known As 8500-8550 Lehigh Avenue and a 0.531-Acre Portion of the Chestnut Street Right-of- Way Petitioned for Vacation in Morton Grove, Illinois

- 4) **Ordinance 25-43** (*Introduced December 9, 2025, First Reading*) Approving a Plat of Vacation of a Portion of the Chestnut Street Right-of-Way Located Directly West of Lehigh Avenue and Measuring Approximately 0.531 Acres in Morton Grove, Illinois

13. **Presentation of Warrants** – \$805,454.25

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
NOVEMBER 25, 2025**

CALL TO ORDER

- I. Village President Janine Witko 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. Deputy Village Clerk Chuck Meyer called the roll. Present were Trustees Saba Khan, Rita Minx, Ashur Shiba, Connie Travis, and Keith White. Trustee John Thill and Village Clerk Eileen Harford were absent with notice.

III.

APPROVAL OF MINUTES

Mayor Witko asked for a motion to approve the Minutes of the November 12, 2025 Village Board Meeting as presented. Trustee Minx so moved, seconded by Trustee Khan.

Motion passes unanimously via voice vote with 1 absent.

IV.

SPECIAL REPORTS

1. Mayor Witko introduced Fire Inspector Rick Dobrowski who is here tonight with members of the Morton Grove Firefighters' Association to announce the winners of the annual Fire Prevention Week Poster Contest.
 - a. Mr. Dobrowski thanked Mayor Witko for the opportunity to present the poster contest winners. He said the MGF D has been running this poster contest for probably the last 30 years or so. The contest usually starts right after Fire Prevention Week. All public and private schools in the Village are invited to participate. There are usually about 14 different fire prevention themes or topics and the artist can draw something for one specific theme or several. The contest is sponsored by the Morton Grove Firefighters' Association, and they also do the judging. The winning posters are judged on the following criteria: that the fire safety message is correct, that the message is clear, and the quality of the artwork.
 - b. Each winner receives a plaque with a digitized photo of the winning poster. There is also one overall winner selected.

IV. **SPECIAL REPORTS** (continued)

c. Mr. Dobrowski presented the winners:

Kindergarten	Harmain Rehman	MCC Academy
First Grade	Ayyoub Rafiq	MCC Academy
Second Grade	Carl Maries	Hynes Elementary
Third Grade	Sulaiman Puthawala	MCC Academy
Fourth Grade	Raheeba Farhan	Melzer Elementary
Fifth Grade	Juliana Baylock	Edison Elementary **
Sixth Grade	Ariel Schiop	Jerusalem Lutheran
Seventh Grade	Allyanna Behrami	Jerusalem Lutheran
Eighth Grade	Maryam Qureshi	MCC Academy

** Juliana Baylock from Edison was also named Overall Winner

Mayor Witko thanked the Firefighters' Association and all the creative, talented participants. Several photos were taken of the winners, and a short break was taken before the Board Meeting continued.

V. **PUBLIC HEARINGS**

Mayor Witko opened the Public Hearing for the 2026 Budget of the Village of Morton Grove and the Morton Grove Public Library. She asked the Board Members if anyone had any questions or comments on the Budget. Seeing none, she asked for a motion to close the Public Hearing.

Trustee Travis so moved, seconded by Trustee Minx.

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

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

VI. **PLAN COMMISSION REPORTS**

NONE

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

Mr. Meyer said more forms (to sign in indicating you want to speak on an agenda item) are forthcoming; however, they are not a requirement. He said if you're here tonight to talk about immigration-related issues, this is the time to do. Mayor Witko added that she would also ask later in the meeting (during "Residents' Comments") if there were any other comments on these issues.

VII.

RESIDENTS' COMMENTS (AGENDA ITEMS ONLY)

Mayor Witko noted that each speaker would be allowed 4 minutes to talk. She asked the speakers not to repeat the same message as the speaker immediately before them, but to instead give your name and say that you agree with the previous speaker.

1. **Rick Incorvati, 6612 Hazel St.** Mr. Incorvati thanked the Mayor and the Board for their time tonight. He introduced himself as a deacon at St. James Episcopal Cathedral in Chicago who has lived in Morton Grove for just over four years. He said he was speaking in support of the proposed policy which upholds the kind of community for which the Illinois Trust Act is intended, and that affirms the dignity of the people who live and work in this community, people who have been mischaracterized and who are at risk every day. He said it's hard to watch the many ICE videos circulating on social media and even more troublesome to see these things happening in Morton Grove, especially when they're happening at local stores and eateries. He said, when it happens here, I'm seeing families being torn apart, and people living in fear wondering if they're next. He said he also feels a sense of personal accountability. Seeing things happening within blocks of where he lives, he said, even though I know there's little I can do about this, it feels like "doing nothing" is tantamount to "acquiescing," and if we acquiesce quietly, we're actually letting these incidents define our community values for us. That's why he was happy to see this topic on the Agenda for tonight's meeting, because speaking in favor of it is one small thing he can do.
 - a. Mr. Incorvati said he was fully aware of the concerns people have about appearing to protect illegal immigrants and about the need to have consequences for those who step outside of the law. He agrees that laws need to be supported by consequences but he thinks many people are troubled by the way border security has played a role in the demeaning and degradation of vulnerable groups of people in this country. He said, when he and his spouse moved here four years ago, they were coming from Springfield, Ohio, a place where Haitian immigrants were accused of "eating cats and dogs" of the people who had lived there for years. He said that, earlier today, when speaking to a friend of his in Springfield, he asked how he was doing. The friend responded, "I feel as if I'm being compressed, as if the walls are closing in around me," and he was wondering when this would all end. Mr. Incorvati said he believed that many immigrants living in Chicago and its suburbs, who have been misrepresented as drug dealers, gang members, murderers, or rapists, probably feel the same way. He said, on their behalf, he was happy to support this proposed policy.
2. **Jenny Marin, a 10-year resident,** thanked the Board for listening and responding to community members who came together at the last Board meeting to express their concerns over immigration enforcement activities in Morton Grove. She said the updated website and items that appear on tonight's Agenda are encouraging steps that will ensure all our community members feel welcome here. Ms. Marin said she hopes that this will be the start of an ongoing conversation. She noted that lots of people here tonight still have questions, which may or may not get answered this evening. While enforcement activities have slowed, many have seen or heard the threats being made of having four times the number of enforcement agents back here in March.

She hoped that Board members would continue to keep this conversation going by reaching out to concerned residents.

VII. RESIDENTS' COMMENTS (AGENDA ITEMS ONLY) (continued)

- a. Jenny had some specific “asks” for tonight.
 - 1) The current flyer and items on the Agenda indicate that the Village will uphold the Trust Act, and the proposed signage seems to do so as well. In addition to this, she requested that the Board amend the Village Code to add a provision that specifically prohibits any federal immigration operations on Village-owned property, unless there is a valid judicial warrant present. She said it is important that this is outlined in writing in our own local ordinances, so that there is no room for question and it is formalized in our Code.
 - 2) She said she would like to hear more details about when the signs are expected to go up, and where residents can find information on where the signs will be installed, i.e., what is Village property, and what is not?
 - 3) Similar to the need for a provision prohibiting immigration enforcement on any Village-owned property, what is the outlined response the Village will take if illegal immigration enforcement is taking place on Village property? She requested that these details be formalized in writing, and wanted to know when and how the Village’s responses will be shared.
 - 4) Please share more information about how all staff will be required to follow the Trust Act. Will this be written into staff contracts? Does this extend into not sharing information in or on databases? How will this be implemented and is there a projected deadline for when this will happen?
- b. Ms. Marin said she understands there are a number of things the Board has to take care of, adding she appreciates the time they’re taking for this. She said there are a number of people who’ve been impacted by immigration enforcement operations and who’ve been advised by their lawyers not to make any public statements about immigration. She thought it was sad that people don’t feel safe enough to come to their local municipality to share their concerns or to ask for help.
3. **Karina Marin.** She spoke at the previous Village Board meeting and said she’d be brief. She said she’s thankful the Board is hearing what the people are saying; however, she still felt that things are unclear or need to be made more public. She wanted to be sure that appropriate changes would be made to the Village Code and said she felt more transparency is needed. She also agreed with everything her sister Jenny just said.
4. **Akhter Sadiq, 5736 Main Street.** He said, from the looks of the Agenda for tonight, it appears the Board has worked hard and listened hard to the community. He was concerned about a couple of things he wasn’t seeing, which were: 1) something prohibiting ICE detention without a valid court order, and 2) prohibiting ICE from being allowed to be on Village property while conducting any of their “activities.” He said our neighboring communities have done this, and he wondered why Morton Grove was seemingly shying away from doing the same. Mayor Witko said, as the meeting continues, more things will be clarified.

VII. RESIDENTS' COMMENTS (AGENDA ITEMS ONLY) (continued)

5. **Minal Giri, M.D.** is a pediatrician who has spent her career caring for children from immigrant families. She wanted to talk about the deep impact that immigration enforcement has on children and on families. Children's medical care is being disrupted as parents are detained or deported by ICE. They have documented instances of parents being arrested or deported in the middle of a child's chemotherapy treatment. Many of these children are U.S. citizens...not that that should matter. What these families are going through is unfathomable. Deportation of parents impacts a child's security, safety, and well-being. Medications go unfilled. Caregivers are gone. Prescriptions lapse. Sometimes, life-saving equipment is removed. When sick children who depend on a parent or caregiver to provide comfort and hope lose that parent or caregiver to jail or deportation, the child's entire world collapses. Families are now afraid to even seek basic care, and afraid to send their children to schools because seeing armed ICE agents in school or hospital parking lots keeps people away. Seeing helicopters hovering over hospitals keeps families away. Hospitals are scrambling to find emergency guardians for ethics consultations instead of focusing on their jobs. Children are dying alone now. Trust in public health is failing, and families are torn between safety and survival. This is the human cost of the current enforcement environment. Whatever the Village can do to prevent the endangerment of children and families is greatly appreciated.
6. **Heather Freund** is a local preschool teacher. She said, in her classroom, she teaches about trust, kindness, and that the adults around them are here to keep them safe, but when immigration and customs enforcement activities take place on Village-owned property, that sends a different message altogether. Schools, parks, municipal buildings, and libraries should be "safe havens" for children. Even rumors of ICE will stop parents from bringing their children to school. Her ask of the Village Board is to implement clear laws and policies and to enforce them so as to prevent ICE from using Village-owned spaces, equipment, or resources for immigration operations. She said, "Our public spaces should be where families feel welcomed, not watched. We have the opportunity, and she felt, the responsibility, of having a community where children grow up believing that their leaders protect them, not frighten them." She thanked the Board for their time and commitment to the people of Morton Grove.
7. **Bob Raccuglia, 7439 Arcadia Street.** Mr. Raccuglia said he is a 21-year resident of Morton Grove. He said he thinks it's very important for Morton Grove to show its support for its immigrant neighbors in both symbolic and practical ways. "Operation Midwest Blitz" is creating a terrible atmosphere of fear and uncertainty. He said he and his wife have gotten to know a Venezuelan family who arrived here a little over two years ago. The parents and their two young children were objects of violence in their home country. They filed a formal application for asylum. While their claim is being processed, they have a legal right to stay in the United States. Even so, because of the way the "sweeps" of ICE have been conducted, our Venezuelan friends are now afraid to leave their apartment. The parents are no longer able to work for fear of being abducted. Their two boys are really bright and have done very well in their class work. However, the parents are no longer sending them to school. The family is paralyzed by fear. Some of us have been helping out by bringing them groceries, so they don't need to come out. There are thousands in the Chicago area, including some in Morton Grove, whose lives are being similarly impacted. He said he believed the Village needed to support these people in every possible way. It's encouraging to see the Board

VII.

RESIDENTS' COMMENTS (AGENDA ITEMS ONLY) (continued)

considering the items listed in tonight's Agenda. He urged the Board of Trustees to take action on these items.

8. **Jeremy Pastin, 8652 Fernald.** He said he spoke at the previous meeting and was glad to see that people came out again tonight. He said his concerns were not about the political issues of immigration, but rather, the human rights issues. He was somewhat concerned about the transparency of the Village's actions, and felt that perhaps, in spite of the Agenda items, the Village isn't going far enough. He said it's true that ICE has left the area with promises to be back in the spring with a higher number of agents, adding, "This is not the time to be complacent." He said the Village has been given an opportunity to take stock of the situation and prepare for the future.
 - a. Mr. Pastin suggested several concrete actions the Village could take to protect the residents:
 - Providing no-cost or low-cost resources to help community members who are at risk of deportation prepare emergency and safety plans;
 - Reaching out to and collaborating with local immigrant rights and social justice groups;
 - Connecting community members with resources for legal representation, including free or low-cost alternatives;
 - Providing trauma-informed care counselors or social workers for children or families who may be impacted by a raid;
 - Implementing clear, internal staff protocols for reporting any federal immigration activity on Village property and guide staff on appropriate responses;
 - Using flexible funding, or specific funding resources to offer wraparound services to families affected by detention, such as emergency assistance, food and grocery delivery;
 - Creating or enforcing policies within all Village departments that prohibit employees from inquiring about an individual's immigration or citizenship status when they seek services or interact with the local government;
 - Requiring local law enforcement officers to clearly identify their jurisdiction, i.e., Morton Grove Police Department, when interacting with residents, to avoid confusion with federal agents.
 - b. Mr. Pastin said most of these items' cost is consumption-driven, so if not utilized, costs would be minimal, and if utilized, it would demonstrate that they were needed by the community and therefore worthwhile. He said he was a little disappointed that, in spite of the Immigration Enforcement items on tonight's Agenda, there was no related new ordinances or resolutions. He felt that not codifying these changes risks their removal without public knowledge or consent. Given the current national political climate, trust in governing organizations is abnormally low. Codifying these proposed changes and adding the items he suggested would help the process of rebuilding that trust, ensuring that the residents of Morton Grove felt that their elected and unelected officials' first priority is their safety and security.

VII. RESIDENTS' COMMENTS (AGENDA ITEMS ONLY) (continued)

9. **Donna Schiller, a 40-year resident**, thanked the Board for listening. She related a story about how a few weeks ago, she'd gone into a local café and saw a woman harassing the owner, questioning him about his work status. Ms. Schiller noted that the woman was wearing Capris and flip-flops and didn't look professional at all. She asked the woman what she was doing there, and the response was "I'm with the Cook County Department of Administration." The woman then left. Both the owner and Ms. Schiller were quite rattled. The owner said if it happened again, he would call the police. More recently, with the increased aggressiveness of ICE, Ms. Schiller said her entire crew of landscapers was taken. Their machinery was left running, the truck was still there, but they were gone. She noted that the administration in Washington DC is not concerned with legality or with how friends and families are impacted by all this. She said she felt "safe" because of the color of her skin but wondered, "Who'll be next? Asians? Iranians? Moroccans?" She has neighbors from Mexico, Central America, and South America. It's not safe for them anymore in Morton Grove, not with agents wearing masks and carrying no identification roaming around. It's a big deal that the Village support our rights.
10. **Caroline Bilicki** stated that the Agenda and these meetings are a farce. The meeting violates the intent of the Open Meetings Act, the law that says that government needs to deliberate and make decisions in open public meetings. She said that, two weeks ago, she listened to the Village Administrator lecture the audience about what the Illinois Trust Act says, just after listening to trustees talk about religion and their pet projects in lieu of reports and skim over changes to policies and ordinances that will affect our residents. To have a first reading of an ordinance change, you actually have to read the policy—both what it says *now*, and how it's proposed to *change*. She looked at the Minutes of the meetings, and saw that residents' addresses were printed, but the Minutes failed to explain the ways in which these ordinances would change.
 - a. She said she applauded Mayor Witko for taking action such as implementing signage, Ms. Bilicki said that actions such as this should be discussed and deliberated upon during open public meetings. She said Mayor Witko had told her that she's proud of the transparency of the Village. Ms. Bilicki said, nothing about these meetings is transparent or reflects good governance. She told the Board, "Do better."
11. **Lisa Khabeer** thanked Mr. Meyer and said that she and several other community members would be meeting with him regarding police actions and activities. She thanked the Board for taking some steps to help protect the community from the unlawful and terrorizing federal agents. She said, while there isn't a lot we can do, there are some concrete actions we can and should take. She said she was disappointed in the police department's lack of response when armed and unidentified individuals are roaming our streets. The truth is we cannot just "assume" they are federal agents. Anyone who can purchase fatigues from Amazon and get their hands on weapons can abduct people from our streets. Often the license plates don't match the vehicles they're driving and they carelessly speed through our streets. We do not know who these people are. Multiple community members have called 9-1-1 asking for assistance in verifying these unidentified individuals and responding to chaotic scenes. Our police department has denied such requests, stating "there is nothing we can do."

VII. RESIDENTS' COMMENTS (AGENDA ITEMS ONLY) (continued)

- a. Ms. Khabeer said she had personally asked a police officer what happens if a license plate doesn't match the vehicle being driven around Morton Grove, and asked the officer to run the plate through the system to verify it belonged to the vehicle. The vehicle had been driving around in Ms. Khabeer's neighborhood for hours, followed by a caravan of rapid responders. The officer informed her that "someone has already been dispatched" to the area—but no one showed up. The officer could have responded with a suggestion about where Ms. Khabeer could get more information, instead of brushing her off while sitting in a parking lot, chatting with another officer.
 - b. Ms. Khabeer suggested the MGPD follow Evanston's Police Department protocol, and also suggested the following:
 - Respond to calls regarding unmarked vehicles with armed individuals;
 - When responding to such calls from distressed community members, identify who was operating the vehicle and demand proof that they are federal agents;
 - Send a supervisor to such scenes;
 - Record interactions with body cams and keep written records;
 - Develop a database of confirmed sightings, observed use of force, if any;
 - Document chemical agent use, number of detained individuals, including their names, ages, race, etc.;
 - Document demographics of individuals being stopped and questioned, including race, age, etc. As we know, race appears to be the only probably cause for questioning individuals;
 - Keep diligent records of names of agents, badge numbers, and vehicle information. These should also be reported to the State, as it is quite likely these will all end up in the court system in the future.
 - Protect the community you are serving with dignity and empathy.
 - c. Ms. Khabeer said, additionally, it appears that ICE is using abandoned property parking lots for their work. She cited several instances, including the forest preserves. She said it is imperative that property owners are diligent about the upkeep of their properties, including locking gates and monitoring their properties for any activity. Property owners must be kept accountable for keeping their property safe and well-maintained in neighborhoods. She said, "We can, and we should, do better."
12. **Mary Elsner** thanked the Board for listening and for their responsiveness to the residents' appeals for action. She was glad to know that the Village would be posting signage on Village-owned properties, that all Village Hall staff would be adhering to the Illinois Trust Act, and that the Morton Grove Police would be documenting and reporting incidents involving federal agents. She said she would also like them to document the conduct of federal agents, where warranted, to the Illinois Accountability Commission.
- a. Ms. Elsner wondered, since there is no ordinance, resolution, or executive order forthcoming, what will be the mechanism to hold the Village accountable to these promises not yet implemented?

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

- b. Will there be written directives, policies and procedures to the police and other Village staff that will be shared with residents requesting them? What is the timeline? Will the signage posted be sufficient notice to federal agents that civil immigration enforcement is prohibited on Village properties? The words on the signage must be unambiguous and purposeful. Will the Village identify the properties it owns and share the when and where signage has been posted? How will we know whether, and where, Morton Grove police have responded to immigration enforcement incidents, and which incidents, if any, have been documented and reported to the Illinois Accountability Commission?
- c. Ms. Elsner said, "We look forward to updates at future Board meetings reflecting the data and other information we need as assurances from our local government, such as some of the points regarding databases brought up earlier by Ms. Khabeer. We look forward to a continuing dialogue with you."
- 13. An unnamed resident said he wanted to echo the words of Deacon Incorvati. He hoped faith-based leaders could help bring calm and peace to our immigrants. He said they have a great relationship with the MGPD but he doesn't want kids to have the wrong image of the Morton Grove Police officers, so something that could actually differentiate the local officers from the federal agents would be great.

VIII. **PRESIDENT'S REPORT**

- 1. Mayor Witko asked the Board to concur with her appointment of Jenny Cleary to the Village's Traffic Safety Commission. Jenny currently serves on the Village's Environment and Natural Resources Commission, and she'd like to transfer to the Traffic Safety Commission. Trustee Travis moved to concur with the mayor's appointment of Jenny Cleary to the Traffic Safety Commission, seconded by Trustee White.

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

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

- 2. **Update on Immigration Enforcement Activities in Morton Grove**
Mayor Witko provided an update on Immigration Enforcement Activities in Morton Grove. She commented that, over the past several weeks, she's heard from countless residents and community members regarding the impact of immigration activity in Morton Grove. She said, "We've heard you and we care about you." She said she had written to each of the Village's State and Federal representatives, and only Jan Schakowsky responded. Mayor Witko said she was proud that Morton Grove is a place that welcomes people of all nationalities, backgrounds, and creeds, and said she has asked Village staff to share how we have helped our community members, and tonight we'll be discussing those actions.

VIII.

PRESIDENT'S REPORT (continued)**a. Placement of Signage on Village Property Requiring Parking for Village Business Only in Compliance with the Illinois Trust Act.**

Village Administrator Chuck Meyer said, in line with the Illinois Trust Act, the Village is in the process of procuring signs that demarcate Village property and notify the public and other organizations that they are on Village property. These signs would affirm that the parking lots/ Village property would only be used for Village Business in line with state and local laws. The signs have been purchased and will hopefully be installed by year-end. The signs will be posted at Village Hall, the Police Department, and the Public Works Department. The Fire Department already has signs in place at both fire stations.

b. Designation of Social Worker as a Confidential Resource for Residents Impacted by Immigration Enforcement.

Mayor Witko said she has directed the Village to designate the Village's Social Worker as a confidential resource for those residents impacted by immigration enforcement. Those who have been affected directly by immigration enforcement may contact the Village Social Worker at 847-663-3072. The Village Social Worker will listen and provide assistance with connecting to available and appropriate resources.

c. Creation of Village Webpage for Immigration Enforcement Information

Mr. Meyer said the Village has created a webpage to serve as a clearing house for immigration enforcement information. The webpage was modeled on neighboring communities to provide resources and information to those who may want to learn more about their rights. The webpage can also be set up to be able to read it in your choice of language.

d. Creation and Distribution of Resource Flyer for Immigration Enforcement

Mr. Meyer said, as part of the webpage, we have developed a two-page flyer that will be distributed to houses of worship and other institutions where people gather, to ensure those in need are aware of their rights and the resources available to them.

e. Requirement of All Staff to Follow the Illinois Trust Act

Mr. Meyer pointed out that the Illinois Trust Act is for Law Enforcement personnel, adding that, since last week, we have mandated that all staff are covered by the Illinois Trust Act, meaning that all staff will be held to the same standards. As such, this means that all staff will not discriminate on services provided to the public based on someone's immigration status. This ensures that all community members have equal access to Village services.

f. Overview of Police Department Activities and the Illinois Trust Act

- i. Police Chief Mike Weitzel said he's been with the Village for 26 years, and he's very proud of the Morton Grove Police Department.

VIII.

PRESIDENT'S REPORT (continued)

- ii. Chief Weitzel said he's encouraged by seeing all those present tonight engaging in civic process. He said he had addressed the Board on this topic several months ago, and his comments tonight would not be dissimilar from what he said before.
- iii. For nearly a decade, the Morton Grove Police Department has maintained the same approach it currently has to immigration-related matters. In 2016, prior to the implementation of the Illinois Trust Act, the MGPDP had in its Policy Manual, Policy #428, which pertains to immigration matters. That policy made it clear that the MGPDP does not enforce civil immigration law, that people must feel safe reporting crime regardless of their immigration status. That Policy was reaffirmed in updated versions of the policy manual in 2017, 2022, and 2024. In 2017, the State of Illinois passed the Illinois Trust Act, which completely prohibits local police departments from participating in federal civil immigration enforcement; prohibits detaining anyone on the basis of an immigration detainer or administrative warrant, and prohibits giving federal immigration agents access to any individual(s) in custody unless there is a federal criminal warrant for that person. The MGPDP has been operating on these principles before the State required it.
- iv. In 2021, the "Way Forward Act" strengthened those protections and added reporting requirements for municipal police departments. It also outlined obligations regarding new visas and t-visa certifications for victims of violent crime and human trafficking. These have all been incorporated into the MGPDP's most recent policy manual updates. The MGPDP routinely distributes the Attorney General's guidance on Immigration and Law Enforcement to its personnel, and they regularly train on Policy #428 to make sure every member of the department understands the law and our obligations.
- v. Chief Weitzel said that, on November 3, 2025, a letter to the community from Mayor Witko was published, reaffirming what has been true for years. The Village and the Morton Grove Police Department do not participate in immigration enforcement. They do not ask people about their immigration status, except in very specific circumstances where they are legally required to do so. They follow the Trust Act and its related statutes. The MGPDP maintains constant communication with Village leadership—the Village Administrator's office, the Village Board, and the office of the Village President. This helps keep the protections, policies, and public messaging aligned. Chief Weitzel said, "Public safety depends on people feeling safe enough to report crimes, to cooperate with our investigations, and to seek our help when they need it." This has been the truth of the Morton Grove Police Department for decades, and it remains so today."

IX.

CLERK'S REPORT

Clerk Harford was absent –no report this evening.

X.

STAFF REPORTSA. Village Administrator:

1. Mr. Meyer presented for a second reading **Ordinance 25-30, Amending Title 1 “Administrative,” Section 1-9b-1 Entitled “Sale of Surplus Property,” Title 8 “Public Health and Safety” Sections 8-11-1 Entitled “Definitions and Exclusions,” and 8-11-2 Entitled “Permit Required,” and Deleting Section 4-10-1 of Title 5 “Motor Vehicles and Traffic” of the Village of Morton Grove Municipal Code.**
 - a. In order to keep its regulations current and relevant, Village staff regularly review the Village’s Municipal Code. As part of this review process, the Village Administrator recommends that Section 1-9B-1 of the Municipal Code be amended to increase the value of property deemed to be surplus from \$1,000 to \$3,000; and further recommends that Sections 8-11-1 and 8-11-2 of the Code be amended to clarify the types of events that require a special event permit, and to change the deadline for submitting an application for a special event permit for 90 to 60 days.
 - b. Also, upon review, the Village Administrator further recommends that Section 4-10 of the Municipal Code be amended to delete subparagraph 1 entitled “Prohibition of Motor Drive Scooters,” as motor-driven scooters are regulated pursuant to Title 5, Chapter 14 of the Municipal Code.

Mayor Witko asked for a motion from the Board.

Trustee Minx moved to adopt Ordinance 25-30 as presented, seconded by Trustee Shiba.

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

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

2. Mr. Meyer then presented for a second reading **Ordinance 25-33, Amending Title 4 Entitled “Business Regulations,” Chapter 6, Article D Entitled “Liquor Control,” and Title 1 Entitled “Administrative,” Chapter 11, Entitled “Fees,” Section 4 Entitled “Fees and for Specific Permits, Licenses, Certificates, and Services” of the Municipal Code of the Village of Morton Grove.**
 - a. In order to keep its regulations current and relevant, Village staff regularly review the Village’s Municipal Code. As part of this review process, the Village Administrator recommends the following updates to the Village’s Liquor Control Ordinances:
 - b.
 - Update the regulations for Class J licenses, an ancillary license which authorizes holders of Class A, A-V, C, C-V, M, M-V, E, or E-V licenses to sell alcoholic liquors for consumption off the licensed premises for up to 5 events per year (except that holders of Class E or E-V licenses shall be limited to events lasting no more than one (1) day approved in writing by the Village Administrator at least fourteen (14) days in advance of the event.
 - Reduce the number of Class N Video Gaming Café Licenses from 4 to 2 and the total number of V (video gaming) licenses from 11 to 10.

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

- Establish regulations, application and annual fees for Class S licenses which are an ancillary license which authorizes holders of Class A, A-V, M, M-V, E, or E-V licenses to sell alcoholic liquors, only in original packages for consumption off the premises.
- C. Additionally, it was found that the Village's Video Gaming Terminal Permit of \$275 per machine or terminal per year was significantly lower than that of other home-rule communities in the area. This Ordinance will modify this fee to \$750 per machine or terminal per year to align with the same fee assessed by the Village of Niles.
- d. This modification would be effective January 1, 2026, and would not impact any current video gaming license holders who have already been sent renewal applications, but would be effective for any new licenses or renewals after January 1, 2026.

Mayor Witko asked for a motion from the Board.

Trustee Minx moved to adopt Ordinance 25-33, seconded by Trustee Shiba.

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

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

3. Mr. Meyer presented **Resolution 25-77, Fixing the Time and Place for a Public Hearing to Consider the Approval of a Redevelopment Plan and Project for the Dempster Street Redevelopment Project Area, and the Adoption of Tax Increment Allocation Financing, Therefor, and Convening a Joint Review Board.**
- a. This Resolution is to comply with the Tax Increment Allocation Redevelopment Act to fix the time and place for a public hearing to consider the establishment of a Redevelopment Project Area for Dempster Street from Central Avenue to the Forest Preserve District property.
- b. Dempster Street from Central Avenue to the Forest Preserve District property has not been subject to maximum growth and development through investment by private enterprise, and it is not reasonably anticipated to continue to produce property taxes of the same level as it previously had without certain public assistance by the Village. The Village is considering designating this area as a "Redevelopment Project Area" or "TIF District" as contemplated by the TIF act.
- c. This Resolution will authorize the convening of a Joint Review Board meeting on December 16, 2025, at 3:00 p.m. at Village Hall, and will set January 27, 2026 at 6:00 p.m. at Village Hall as the time and place for a public hearing to consider the establishment of the Dempster Street TIF District. The Village will provide notice of the public hearing in the January 8, 2026 and the January 15, 2026 editions of the *Morton Grove Champion* as required by law.

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

Mayor Witko asked for a motion from the Board.

Trustee Travis moved, seconded by Trustee White, to approve Resolution 25-77 as presented.

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

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

4. Mr. Meyer introduced **Ordinance 25-38, Amending Title 1, Chapter 11, Section 4 Entitled “Fees For Specific Permits, Licenses, Certificates, and Services” of the Municipal Code of the Village of Morton Grove to Update the Ambulance Transport Fees.**

- a. The Ground Emergency Medical Transportation (GEMT) program is a federally funded Medicaid program that allows communities to be reimbursed for providing ambulance transportation services.
- b. GEMT has increased its ambulance transportation rate to \$2,710. This Ordinance will increase the fees for ambulance transportation services in the amount of \$2,500 to account for the correct reimbursement rate provided by the GEMT Program and to make the Village whole for costs associated with this service.

As this is a first reading for this Ordinance, no action will be taken this evening.

5. Mr. Meyer announced that Village administrative offices would be closed on November 27 and November 28 for the Thanksgiving holiday.

B. Corporation Counsel:

Corporation Counsel Liston had no formal report this evening.

XI. TRUSTEES’ REPORTSA. Trustee Khan:

1. Trustee Khan presented **Ordinance 25-31, Adopting the Budgets for all Corporate Purposes of the Village of Morton Grove and the Morton Grove Public Library, Cook County, IL, for the Calendar Year Effective January 1, 2026 and Ending December 31, 2026.**

XI. TRUSTEES' REPORTS (continued)A. Trustee Khan: (continued)

This is the second reading of this Ordinance.

- a. She said the 2026 Budget represents the Corporate Authorities' projections of revenue that are expected to become available during fiscal year 2026, as well as recommended expenditures for the Village. The Budget was presented at Village Workshops held on October 21 and October 22, and a Public Hearing on the Budget was held on November 25, 2025. Public notice of the hearing was published in the Chicago Tribune Local newspaper on November 13, 2025. The Budget has been available for inspection at the Village Administrator's Office, the Public Library, and on the website.

Trustee Khan moved to adopt Ordinance 25-31, seconded by Trustee Minx.

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

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

2. Next, Trustee Khan presented **Ordinance 25-32, Levying and Assessing Taxes for the Village of Morton Grove, Cook County, IL, for 2025 to be Collected in the Fiscal Year Beginning January 1, 2026 and Ending December 31, 2026.**

- a. She explained that this Ordinance sets the 2025 property tax levy amount that will be collected and will fund the 2026 Budget. This Ordinance must be adopted and filed with the Cook County Clerk to levy property taxes within the Village of Morton Grove.
- b. The amount necessary to be levied for the 2025 property taxes is \$12,660,061 for Village operational expenses, \$657,963 for Village debt service, and \$4,045,637 for the Library. This will result in a net levy of \$13,318,024 for the Village and \$4,045,637 for the Library, for a total levy of \$17,363,661. The effective result is a 4.33% increase in the Village's portion of the tax levy and a 3.5% increase in the Library's portion of the tax levy, resulting in an overall increase of 4.14% from the final extended levy from the previous year.

Trustee Khan moved to adopt Ordinance 25-32, seconded by Trustee Minx.

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

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

3. Trustee Khan then introduced **Ordinance 25-37, Authorizing an Amendment to the Village of Morton Grove 2025 Adopted Budget.**

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

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

- a. She explained that the Budget for Calendar Year 2025 was adopted on November 27, 2024, which was prior to when the Village purchased property for a new Village Hall and Police Station. Title 1, Chapter 9D, Section 6 of the Municipal Code allows the adopted budget to be amended by a vote of two-thirds of the Corporate Authorities. Architectural services were needed to draft plans for the remodel and an addition to the new Village facilities. These costs were dependent on the purchase of the property, which was not certain at the time the budget was passed. The Village has also become aware of grant opportunities to reimburse the Village for the purchase of additional parkway trees. This ordinance will approve an amendment to the 2025 Adopted Budget to reflect these 2025 expenditures.

Trustee Khan noted that, as this is the first reading for Ordinance 25-37, no action will be taken this evening.

B. **Trustee Minx:**

Trustee Minx had no formal report this evening, but announced that residents should mark their calendars for Saturday, December 6, as the Village will hold the annual "Santa Comes to Town" event. Santa will begin his tour of the Village at Greenwood and Waukegan at 11:00 a.m. and will end at Main Street and Austin Avenue between 1:15 and 1:30 p.m. Santa will then reappear at the Prairie View Community Center to provide gifts to kids who receive specially marked candy until 3:30 p.m. Please visit the Village's website to see the Santa Tracker to see where Santa is along the parade route on December 6.

Trustee Minx said the Village also wants to thank the community volunteers who helped put stickers on over 5,000 lollipops that will be given out during the event. Thanks go to:

Angela Juvonen	Fay Hosseini	Fumie Ikeda	Jane & Nathan Vaitaitis
Maria Campanella	Nini Virtusio	Mary & Rich Senkowski	Paul & Rita Minx

Trustee Minx ended her report with a Happy Thanksgiving wish to all!

C. **Trustee Shiba:**

Trustee Shiba said that, earlier in November, the Village held its annual pumpkin smash in Harrer Park. 2025 was our best year yet with a total of 4.64 tons of material collected and almost as many pumpkins as last year. This helps to keep compostable waste out of our garbage streams and continues to make Morton Grove more sustainable.

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

- D. Trustee Thill: *In the absence of Trustee Thill, Trustee Minx provided his report.*
1. Trustee Minx presented **Resolution 25-78, Authorizing Renewal of the Exclusive Franchise Agreement with Wastenot, Inc. for Food Scrap Composting Services in the Village of Morton Grove.**
 - a. She explained that, in 2023, the Village solicited proposals for year-round food scrap collection services and received two proposals from qualified contractors. After reviewing the proposals and verifying the contractor's availability to provide efficient food scrap collection along with the lowest cost to Village residents and small businesses, the Village entered into a two-year food scrap collection franchise agreement with Wastenot, Inc. of Chicago, IL.
 - b. The agreement provides an exclusive franchise for the collection of food scrap services for Village residents and small businesses on a voluntary subscription contract with a monthly, quarterly, or annual fee to be paid by the customer directly to Wastenot, Inc., and a Winter Gap Program during the period that is off-season for Groot's Landscape Waste/Food Scrap program (December 15 through March 15 each year) at no cost to the Village. The agreement also provides that it could be renewed at the sole option of the Village annually for up to five (5) additional years.
 - c. This Resolution shall authorize the Village Administrator to enter into a one-year renewal of the agreement for the period from January 1, 2026 to December 31, 2026, and, if the Village Administrator deems it in the Village's best interest based on then-existing circumstances, to authorize the Village Administrator to approve four (4) subsequent one-year renewals for 2027, 2028, 2029, and 2030. There is no fiscal impact to the Village from this program.

Trustee Minx moved to approve Resolution 25-78, seconded by Trustee Travis.

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

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

2. Next under Trustee Thill's report, Trustee Minx presented **Resolution 25-79, Authorizing the Acceptance of a Material Proposal from Cargill, Incorporated of North Olmstead, Ohio for the 2026 Rock Salt Purchasing Program.**
 - a. The Village has an annual program to purchase road rock salt for the winter snow and ice season. Road rock salt is used to keep the Village-maintained streets, parking lots, and facilities safe during the winter snow and ice season. The purchase of this material is paid from using Motor Fuel Tax (MFT) funds. The State of Illinois administratively controls the use of MFT funds, and the bidding procedures and contract documents are required to conform to state requirements for these amounts. This contract was awarded through a public bidding process in accordance with Morton Grove's municipal code and the Illinois Department of Transportation (IDOT) requirements.

XI. TRUSTEES' REPORTS (continued)

D. Trustee Thill: (continued) *In the absence of Trustee Thill, Trustee Minx provided his report.*

- b. The contract was advertised and three sealed bids were received. The low bid was submitted by Cargill Incorporated of North Olmstead, Ohio with a bid amount of \$257,610 for three thousand (3,000) tons of road rock salt. The Village included terms in the contract documents to provide an option to purchase between 40 and 120 percent of the 3,000-ton contract quantity. The bid amount is based upon unit pricing proposed by Cargill for the number of units the Village determines to be in the best interest of the Village. This Resolution will approve a contract with Cargill Incorporated for the 2026 Road Rock Salt Purchasing Program, not to exceed \$309,132.00.

Trustee Minx moved to approve Resolution 25-79, seconded by Trustee Travis.

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

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

3. Trustee Minx then presented **Resolution 25-80, Authorizing a Contract Extension with Al Warren Oil Company, Inc. for the Purchase of Gasoline and Diesel Fuel.**

- a. She explained that, as a member of the Northwest Municipal Conference, the Village participates in the joint purchasing program offered by the Suburban Purchasing Cooperative (SPC), where gasoline and diesel fuel are competitively bid to reduce costs for multiple communities. In June 2024, the Al Warren Oil Company, Inc., of Hammond, Indiana, was awarded Contract #230 by the SPC, effective from July 6, 2024 through July 5, 2025. The contract gave the SPC the right to extend the contract for three (3) additional one-year period under the same terms and conditions of the original contract. In May 2025, the SPC extended Contract #230 through July 5, 2026.
- b. This Resolution authorizes the Village Administrator to extend its contract for gasoline and diesel fuel from Al Warren Oil Company, Inc. through July 1, 2026. If the SPC extends Contract #230, and if the Village Administrator deems then-existing circumstances to warrant the extension, the Village Administrator is authorized to extend the contract through July 5, 2029. The fiscal impact of this Resolution is approximately \$85.475 annually.

Trustee Minx moved to approve Resolutions 25-80, seconded by Trustee White.

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

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

XI. TRUSTEES' REPORTS (continued)

D. Trustee Thill: (continued) *In the absence of Trustee Thill, Trustee Minx provided his report.*

4. On behalf of Trustee Thill, Trustee Minx said the Village's Fall Leaf Program will wrap up on Monday, December 1, 2025. The Fall Leaf Program is for leaf pickup only. All other landscape materials, including grass clippings, bushes, tree branches, and flowers, will not be picked up. Leaves must be in the street by the curb, away from parked cars, the day before the regularly scheduled street sweeping day.

E. Trustee Travis:

Trustee Travis had no formal report this evening, but wished everyone a very happy Thanksgiving!

F. Trustee White:

Trustee White had several Ordinances up for a second reading:

1. **Ordinance 25-34, Approving a Special Use Permit for a Mixed-Use Development on Property Commonly Known as 6222 Lincoln Avenue and 8503-09 Fernald Avenue in Morton Grove.**
 - a. Trustee White said this Ordinance would approve a Special Use Permit for the renovation of an existing two-structure mixed-use development at 6222 Lincoln and 8503-09 Fernald. The applicant submitted a complete Special Use Application to the Community and Economic Development department, requesting authorization to renovate a nonconforming mixed-use development, with variations to density, rear setback, number of structures on a zoning lot of less than one acre, transparency requirements, and off-street parking.
 - b. The subject property is improved with two nonconforming mixed-use structures containing in total five residential units and three commercial units. The applicant is planning enhancements to the buildings' facades and will construct off-street parking and landscape screening on the premises, which will improve the property beyond its original condition. The base off-street parking requirement is 14 parking spaces, but the applicant is planning to improve the unpaved area to the east of the principal structure with five (5) off-street parking spaces, requiring a waiver of nine (9) parking spaces to the minimum Code requirement. Each apartment unit will be assigned one parking space.
 - c. On October 2, 2025, the Traffic Safety Commission reviewed the application, including the plans and traffic and parking study, and recommended approval with comments. On October 7, 2025 the Appearance Commission reviewed the Application, approved an Appearance Certificate for proposed improvements, and recommended approval of the application with comments. On October 21, 2025, the applicant appeared before the Plan Commission to present the request for approval of the application made under Case PC25-10.

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

- d. Based on the application, supporting staff report, and testimony presented at the public hearing, the Plan Commission voted unanimously (with two absent) to recommend approval of the Special Use Permit, with conditions relating to building and site design, construction schedule, signage, lighting, and snow removal.

Trustee White moved to adopt Ordinance 25-34, seconded by Trustee Minx.

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

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

2. **Ordinance 25-35, Approving a Minor Amendment to Ordinance 24-19 Granting a Special Use Permit for an Automobile Minimart Station at 6335 Dempster Street in Morton Grove, IL.**

- a. Trustee White explained that this Ordinance would amend a Special Use Permit authorizing the construction of an automobile minimart station at 6335 Dempster, to grant a 12-month extension of time, until October 22, 2026, to begin construction.
- b. The applicant, Cissily, Inc. has submitted a letter dated October 21, 2025 from Alex Skariah on Cissily's behalf. The letter requests an additional 12-month extension to October 22, 2026, to allow additional time to obtain all necessary permits and begin construction. The applicant, who owns the property and operates an existing gas station at the subject property, has been working diligently with Village staff to obtain needed permits. Village staff provided comments on initial permit materials and to the applicant working to address those comments and submit revised materials. The applicant also submitted for permit from the Metropolitan Water Reclamation District (MWRD) and the Illinois Department of Transportation (IDOT), but is still awaiting the required approvals.
- c. The Unified Development Code allows minor amendment to existing special use permits upon the review of the request by the Building Commissioner or his/her designee, the Plan Commission Chairperson, Village Administrator, and Corporation Counsel. 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 23-18.

Trustee White moved to adopt Ordinance 25-35, seconded by Trustee Shiba.

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

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

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

3. **Ordinance 25-36, Approving a Final Plat of Subdivision and Accepting Certain Improvements for the Park Villas Townhomes Subdivision Located on Property Commonly Known as 8721 Narragansett, 8720-26 Ferris, and a 1,121-square foot portion of Public Alley Right-of-Way Petitioned for Vacation in Morton Grove, IL.**
 - a. Trustee White explained that the property commonly known as 8721 Narragansett Avenue and 8720-26 Ferris is a 0.48 acre site located within a C-1 General Commercial District and comprises lots separated by a 1,120.64 square foot portion of public dedicated alley located directly north of Hennings Court, between Ferris and Narragansett, that has been approved for vacation under Ordinance 22-06. Collectively the site and vacated public alley make up the subject property.
 - b. Based on Special Use Permit and Subdivision Applications submitted for the Subject Property by P&P Properties, LLC ("Developer") under Case PC 22-04, on May 23, 2022, the Village Board passed Ordinance 22-07 approving for the Subject Property a Special Use Permit authorizing the development of ten (10) townhomes in two (2) structures and a preliminary plat of subdivision to create twelve (12) new lots of record, one for each new townhome residence and two for the common areas to be owned and maintained by a homeowners' association. The Developer is now requesting approval of a final plat that includes eleven (11) new lots of record, including one for each of the ten (10) new townhome residences, and a single lot comprising the common areas to be owned and maintained by a homeowners' association.
 - c. The Developer has completed site improvements required by Ordinance 22-07 and the site improvement permit has been issued for the Subject Property. The Village's Municipal Code provides that the Village Board may approve a final plat of subdivision that is substantially consistent with the approved preliminary plat of subdivision upon receipt of a statement signed by the Village Engineer certifying that the improvements described in the applicant's plans and specifications, together with the supporting documents and agreements, meet the requirements of the Village and other authorities having jurisdiction, and that the improvements have been constructed in compliance with the approved plans and all applicable regulations. The Village Engineer has provided a certificate of conformance for the development's required improvements, and the Developer has fulfilled the requirements and obligations required by Section 12-8-3 of the Municipal Code prior to the Village Board's approval of the final plat of subdivision. Upon Village Board approval of the final plat of subdivision, the plat and declaration will be recorded with the Cook County Clerk, and the Building and Inspection Services Department will be able to issue certificates of occupancy for completed townhome units that pass required final inspections.

Trustee White moved to adopt Ordinance 25-36, seconded by Trustee Travis.

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

Tr. Khan aye
Tr. Thill absent

Tr. Minx aye
Tr. Travis aye

Tr. Shiba aye
Tr. White aye

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

4. Trustee White concluded his report by wishing everyone a happy, healthy Thanksgiving.

XII. WARRANTS

Trustee Khan presented the Warrant Register for November 25, 2025 in the amount of \$952,202.18. She moved to approve the Warrants as presented, seconded by Trustee Shiba.

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

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

XIII. OTHER BUSINESS

NONE

XIV. RESIDENTS' COMMENTS

Mike Baker said he had recently been made aware that the Forest Preserve District was going to put up a concrete barrier on the west side of his property at 6427 Elm Street. This will effectively block his and his tenants' access to the garage. He was told that the reason this was being done was so traffic couldn't "cut through" from Main Street to Elm Street. Two concrete barriers are already in place there. He said he's now being told that in order to have access to his garage, he will need to move his driveway from the west side of the building to the east side. Mr. Baker said there is not enough room on that side of the building for a driveway. He also noted there are small children who play in the grassy area between his and his neighbor's house. Mr. Baker said the previous owners of his building had an easement which allowed them to be able to use a small portion of the west side driveway which enabled them to have access to the garage. He was hoping that easement could be reinstated.

Mayor Witko suggested Mr. Baker speaking with Mr. Meyer after the meeting.

XV. ADJOURNMENT

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

Motion passes unanimously via voice vote, with 1 absent.

The meeting adjourned at 8:33 p.m.

PASSED this 9th day of December 2025.

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

APPROVED by me this 9th day of December 2025.

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

APPROVED and FILED in my office this 10th day of December 2025.

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

Minutes by Teresa Cousar

Proclamation

Village of Morton Grove

WHEREAS, the Niles Township Food Pantry initially started out in the basement of the Niles Township building at 5255 Lincoln in Skokie with a shelf containing some canned goods, just in case someone was in need. It then grew to the back room of the Township's building with one full-time employee; and

WHEREAS, in 2009, Niles Township re-established the Food Pantry in their annex building at 8341 Lockwood, (the former site of a day-care facility); and

WHEREAS, in 2024, the Food Pantry served more than 72,800 individuals and some 3,300 separate households—more than 8 percent of total households in Niles Township—as many families rely on the Pantry on a regular basis. In 2024, the Pantry distributed nearly 1.4 million pounds of food, where about half of all households in the coverage area use food stamps; and

WHEREAS, there continues to be a profound demand for emergency food due to multiple factors, and the demand to operate food banks, like the Niles Township Food Pantry, is more critical than ever; and

WHEREAS, the Pantry continues to provide meaningful volunteer service and in-pantry shopping to those who are food insecure; and

WHEREAS, the Food Pantry is run and supported by the Niles Township Government; and

WHEREAS, food and other services provided to Food Pantry clients are paid for out of the Niles Township Food Pantry Foundation, a 501(c)(3) charitable corporation;

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

NILES TOWNSHIP FOOD PANTRY AWARENESS MONTH

in the Village of Morton Grove and urge all residents to support the efforts of the Niles Township Food Pantry Foundation by making a monetary donation to the Food Pantry Holiday Gift Card Drive and by donating whenever possible toiletry items and non-perishable food goods.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the seal of the Village of Morton Grove this 9th day of December 2025.

Janine Witko, Village President



**VILLAGE BOARDS AND COMMISSIONS
CHAIRPERSON APPOINTMENTS**

EFFECTIVE JANUARY 1, 2026, THROUGH DECEMBER 31, 2026

Advisory Commission on Aging	Hope Hornstein - Chairperson
Appearance Commission	John Pietron - Chairperson
Community Relations Commission	Theresa Polyak – Chairperson
Economic Development Commission	Mark Fernandez – Chairperson
Environment & Natural Resources Commission	Georgianne Brunner – Chairperson
Fire and Police Commission	Michael Simkins – Chairperson
Plan Commission & Zoning Board of Appeals	Chris Kintner – Chairperson
Special Events Commission	Paul Minx – Chairperson
Traffic Safety Commission	Amit Shah - Chairperson

Janine Witko, Village President



LEGAL NOTICE

**THE REGULAR MEETINGS OF THE BOARD OF TRUSTEES
OF THE VILLAGE OF MORTON GROVE FOR 2026 WILL BE HELD
ON THE SECOND AND FOURTH TUESDAY OF THE MONTH
AT THE RICHARD T. FLICKINGER MUNICIPAL CENTER
6101 CAPULINA AVENUE, MORTON GROVE, ILLINOIS**

All Village Board meetings shall begin at 7:00 pm unless a Closed (Executive) Session is scheduled in which case the meeting shall begin at 6:00 pm with the first hour reserved for the Closed Session and the remainder/public portion of the meeting to begin at 7:00 pm. Board Meetings are held in the Council Chambers.

The 2026 meeting schedule is as follows:

January 13	July 14
January 27	July 28
February 10	August 11
February 24	August 25
March 10	September 8
March 24	September 22
April 14	October 13
April 28	October 27
May 12	November 10
May 26	November 24
June 9	December 8
June 23	December 22 (Cancelled)



Incredibly Close 🌿 Amazingly Open

2026 VILLAGE BOARD AND COMMISSION MEETING SCHEDULE

The Regular Meetings of the Following
Boards and Commissions of the Village of Morton Grove
Will Be Held at the Following Times and Locations

	TIME	DATES	LOCATION	STAFF LIASON
Advisory Commission on Aging	1:00pm	2 nd Tuesday of February, April, June, August, October & December	Civic Center, 6140 Dempster St.	Zoe Heidorn
Appearance Review Commission	7:00pm	1 st Tuesday of the month	Council Chambers 6101 Capulina Ave.	Brandon Nolin
Community Relations Commission	6:30pm	January 12, 2026, and the 3 rd Monday of March, May, July, September, & November	Scanlon Conference Room, 6101 Capulina Ave.	Terry Liston
Economic Development Commission	7:00pm	2 nd Monday of February, April, June, August, October, & December	Scanlon Conference Room, 6101 Capulina Ave.	Brandon Nolin
Environment & Natural Resources Commission	6:00pm	1 st Monday of February, April, June, August, October & December	Scanlon Conference Room, 6101 Capulina Ave.	Zoe Heidorn
Fire and Police Commission	1:00pm	4 th Tuesday of the month	Fire Station #4 6250 Lincoln Ave.	Michael Weitzel; Dennis Kennedy
Fire Pension Board		Quarterly- varies	Fire Station #4 6250 Lincoln Ave.	Hanna Sullivan
Plan Commission/ Zoning Board of Appeals	7:00pm	3 rd Tuesday of the month	Council Chambers 6101 Capulina Ave.	Brandon Nolin
Police Pension Board		Quarterly- varies	Police Station 6101 Capulina Ave.	Hanna Sullivan
Special Events Commission	6:00pm	3 rd Monday of February, April, June, August, October, & December	Public Works, 7840 Nagle Ave.	Zoe Heidorn
Traffic Safety Commission	7:00pm	1 st Thursday of the month	Council Chambers 6101 Capulina Ave.	Chris Tomich



2026

Village Board Liaison Assignments

President Witko

Administration Department
Council of Mayors
NWMC
Strategic Plan

Clerk Harford

Family & Senior Services
Advisory Commission on Aging
Maine Township

Trustee Khan

Finance Department
Appearance Commission

Trustee Thill

Public Works Department
SWANCC
MG-Niles Water Commission
Traffic Safety Commission

Trustee Minx

Fire Department
Fire Pension Board
Fire & Police Commission
Special Events Commission
RED Center
NIPSTA

Trustee Travis

Police Department
Police Pension Fund
Fire & Police Commission
Community Relations Commission
Niles Township

Trustee Shiba

Building Department
Environment & Natural Resources
Legal Department
IT Department
Sawmill Station TIF District

Trustee White

Community & Economic Development Department
Economic Development Commission
Plan Commission / Zoning Board of Appeals
Lincoln/Lehigh TIF District
Dempster Street TIF District

Legislative Summary**Ordinance 25-38****AMENDING TITLE 1 CHAPTER 11 SECTION 4 ENTITLED
“FEES FOR SPECIFIC PERMITS, LICENSES, CERTIFICATES, AND SERVICES”
OF THE MUNICIPAL CODE OF THE VILLAGE OF MORTON GROVE
TO UPDATE THE AMBULANCE TRANSPORT FEES**

Introduction:	November 25, 2025
Purpose:	To amend Title 1 Chapter 11 of the Morton Grove Municipal Code to update the fee schedule for ambulance transport fees.
Background:	The Ground Emergency Medical Transportation (GEMT) program is a federally funded Medicaid program that allows communities to be reimbursed for providing ambulance transportation services. GEMT has increased its ambulance transportation rate to \$2,710. This ordinance will increase the fees for ambulance transportation services in the amount of \$2,500 to account for the current reimbursement rate provided by the GEMT Program and to make the Village whole for costs associated with this service.
Programs, Departments, Group Affected	Administration, Public Works, Finance, and the Fire Department
Fiscal Impact:	Ambulance transportation fees will be increased to \$2,500.00
Source of Funds:	
Workload Impact:	Staff will implement these revisions as part of its normal duties
Administrator Recommend:	Approval as presented
Second Reading:	December 9, 2025
Special Considerations or Requirements:	None

ORDINANCE 25-38

AMENDING TITLE 1 CHAPTER 11 SECTION 4 ENTITLED “FEES FOR SPECIFIC PERMITS, LICENSES, CERTIFICATES, AND SERVICES” OF THE MUNICIPAL CODE OF THE VILLAGE OF MORTON GROVE TO UPDATE THE AMBULANCE TRANSPORT FEES

WHEREAS, the Village of Morton Grove (Village), located in Cook County, Illinois is a home rule unit of government under the provisions of Article 7 of the Constitution of the State of Illinois, 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 Ground Emergency Medical Transportation (GEMT) program is the federally funded Medicaid program that allows for communities that provide ambulance transportation services to receive reimbursement for these services; and

WHEREAS, the current GEMT rate has increased to \$2,710.00; and

WHEREAS, the Fire Chief, Finance Director/Treasurer, and Village Administrator have recommended increasing the fees for ambulance transportation to align with the current reimbursement rate provided by the (GEMT) program to capture the GEMT approved rate, and to make the Village whole for costs associated with this service; and

WHEREAS, in order to increase the Village’s ambulance fees, it is necessary to amend Title 1 Section 4 of the Village Code (“the Fee 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 1 Chapter 11 Section 4 Entitled “FEES FOR SPECIFIC PERMITS, LICENSES, CERTIFICATES, AND SERVICES” of the Municipal Code of the Village of Morton Grove is hereby amended as follows:

- A. The fees set forth in the rows pertaining Title 9 Chapter 4 Section 1 which establish ambulance fees and related services are hereby amended to read as follows:

9-4-1	Non-Resident Ambulance Fee BLS-E transport	~~\$1,500.00~~ \$2,500.00	Each
9-4-1	Non-Resident Ambulance Fee ALS1-E transport	~~\$1,500.00~~ \$2,500.00	Each
9-4-1	Non-Resident Ambulance Fee ALS2-E transport	~~\$1,500.00~~ \$2,500.00	Each
9-4-1	Resident Ambulance Fee BLS-E transport	~~\$1,500.00~~ \$2,500.00	Each
9-4-1	Resident Ambulance Fee ALS1-E transport	~~\$1,500.00~~ \$2,500.00	Each
9-4-1	Resident Ambulance Fee ALS2-E transport	~~\$1,500.00~~ \$2,500.00	Each

SECTION 3: 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 4: In the event this ordinance or any Code amendment herein conflicts with any statute, ordinance, or resolution or part thereof, the amendments in this ordinance shall be controlling and shall supersede all other statutes, ordinances, or resolutions but only to the extent of such conflict. Except as amended in this ordinance, all chapters and sections of the Village of Morton Grove Village Code are hereby restated, readopted, and shall remain in full force and effect.

SECTION 5: 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 9th day of December 2025

Trustee Khan _____

Trustee Minx _____

Trustee Shiba _____

Trustee Thill _____

Trustee Travis _____

Trustee White _____

Approved by me this 9th day of December 2025

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

Attested and filed in my office this
10th day of December 2025

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

Legislative Summary

Resolution 25-81

AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH EO SULLIVAN, LLC, OF LIBERTYVILLE, ILLINOIS, FOR LOBBYING SERVICES ON BEHALF OF THE VILLAGE OF MORTON GROVE

Introduction:	December 9, 2025
Purpose:	The Village seeks to enter into an Agreement with EO Sullivan, LLC, for the purposes of lobbying on behalf of the Village for ongoing and upcoming projects such as the new Police Department and Village Hall.
Background:	Earlier this year, the Village issued a request for proposals for lobbying services. The Village received three timely responses to the RFP. EO Sullivan, LLC, presented a comprehensive plan to address the Village's needs for developing a lobbying program for the new Police Department and Village Hall and addressing other financial needs and regulatory interests. EO Sullivan includes an impressive team of Ed Sullivan, Dan Shomon, and Corryn Bradley. The team demonstrated in their proposal and interview a clear understanding of the Village's needs and how to best position the Village for lobbying efforts. The selection committee including the Village Administrator, Assistant Village Administrator, Police Chief, Finance Director, and Corporation Counsel recommended EO Sullivan, LLC, as be chosen to provide lobbyist services for the Village. This Resolution will authorize an agreement with EO Sullivan to perform these services.
Departs Affected	All Departments
Fiscal Impact:	The annual cost of the Agreement is \$55,000, which includes the annual retainer expense of \$54,000 plus costs associated with requisite filings with the State for a registered lobbyist on behalf of the Village.
Source of Funds:	02-20-12-55-2110
Workload Impact:	There will be a minimal impact to workload.
Administrator Recommendation	Approval as presented
Second Reading:	Not Required
Special Requirements:	None

Submitted by: Chuck Meyer, Village Administrator
Reviewed by: Teresa Hoffman Liston, Corporation Counsel
Reviewed by: Zoe Heidorn, Assistant Village Administrator
Reviewed by: Hanna Sullivan, Director of Finance
Prepared by: Chuck Meyer, Village Administrator

RESOLUTION 25-81

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH EO SULLIVAN, LLC OF LIBERTYVILLE, ILLINOIS FOR LOBBYING SERVICES ON BEHALF OF THE VILLAGE OF MORTON GROVE

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

WHEREAS, the Village issued a request for proposals for lobbying services; and

WHEREAS, the Village received three timely responses for the request for proposals; and

WHEREAS, after a thorough review of the proposals, the Village has selected EO Sullivan, LLC, which was the lowest responsible proposer, to provide lobbying services for the Village of Morton Grove; and

WHEREAS, the retainer cost for EO Sullivan is \$4,500 per month or \$54,000 annually and it is requested that authorization in the amount of \$55,000 be provided for the retainer expense and annual lobbying registration fee; and

WHEREAS, the Village seeks to enter into an Agreement with EO Sullivan, LLC, to provide lobbying services.

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

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

SECTION 2: The Village Administrator is hereby authorized to execute an agreement with EO Sullivan, LLC, for the provision of lobbying services in substantial conformity with Attachment A.

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

Passed this 9th day of December, 2025

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

Approved by me this 9th day of December, 2025

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

Attested and filed in my office this
10th day of December, 2025

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

[Return to Agenda](#)

Attachment A - Agreement

VILLAGE OF MORTON GROVE PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is dated as of the ____ day of December, 2025 (“Agreement”), and is by, between and among the VILLAGE OF MORTON GROVE, an Illinois municipal corporation (“Village”), and EO Sullivan Consulting, LLC (“Consultant”)

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in the Agreement, and pursuant to the Village’s statutory and home rule powers, the parties agree as follows:

1 PARTIES:

The parties to this Agreement and the address and contact information for each is as follows:

Village:	Village of Morton Grove 6101 Capulina Avenue Morton Grove, IL 60053
Contact:	Chuck Meyer, Village Administrator (“Village Representative”) 847-663-3001 Administration@mortongroveil.org
Consultant:	EO Sullivan Consulting, LLC 1728 Eric Lane Libertyville, IL 60048
Key Project Personnel:	Ed Sullivan Ed@eosullivanconsulting.com 847-417-9402 Dan Shomon Danflak@aol.com 312-762-7490 Corryn Bradley Corryn@danshomon.com 708-490-9964

2 PERFORMANCE OF SERVICES

- 2.1. Project Description. Consultant will provide all necessary services and to perform the work in connection with the project identified in and consistent with the Proposal dated August 26, 2025, a copy of which is attached as Exhibit A to this Agreement “services”). The Consultant represents that it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the services set forth in Exhibit A in a manner consistent with the standards of professional practice by recognized by the industry providing services of a similar nature.

- 2.2 Time of Performance. The Consultant's provision of Services shall commence on January 1, 2026 (the "Commencement Date"). The Consultant shall diligently and continuously prosecute the Services for one-year (i.e. December 31, 2026) unless terminated pursuant to Section 2.3 of this Agreement. Thereafter, the Agreement shall automatically renew monthly unless either party provides the other party with a 30-day written notice of termination.
- 2.3 Early Termination. Notwithstanding any other provision hereof, the Village may terminate this Agreement at any time upon 15 days prior written notice to the Consultant. In the event that this Agreement is so terminated, the Consultant shall be paid for services satisfactorily performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the services completed as determined as provided in this Agreement.
- 2.4 Force Majeure. Village shall not be responsible for delay in the performance of its obligations under this Agreement caused by a force majeure event. To the extent that Contracted Services are delayed by a force majeure event, Consultant will be entitled to an equitable adjustment of the time for performance. For purposes of this Agreement, a "force majeure event" is an occurrence or circumstance beyond the control of the claiming party and may include, but is not limited to extraordinary weather conditions, or other natural catastrophes, war, riots, strikes, lockouts, or other industrial disturbances.
- 2.5 Assignments; Coordination; Reporting. Assignments and tasks will be assigned to the Consultant by Village Representative. Consultant shall regularly report to and will coordinate all work through Village Representative or his designee.
- 2.6 Quality Control Plans. When required by the Exhibit A, Consultant shall execute a quality control plan acceptable to Village that ensures the quality of its work products and activities. Prior to starting the performance of the services, Consultant shall submit its quality control plan for the services. Submission of the quality control plan to Village will not replace in any way Consultant's responsibility for quality control or for its work products and activities. Notwithstanding any review by Village, Consultant shall be responsible for the quality of the Services.
- 2.7 Warranty of Services. The Consultant warrants that the services shall be performed in accordance with the highest standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the Time of Performance. The warranty expressed shall be in addition to any other warranties expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto the Village.
- 2.8 Mutual Cooperation. The Village agrees to cooperate with the Consultant in the performance of the services, including meeting with the Consultant and providing the Consultant with such non-confidential information that the Village may have that may be relevant and helpful to the Consultant's performance of the services. The Consultant agrees to cooperate with the Village in the performance of the services and with any other Consultants engaged by the Village.

- 2.9 Amendment. No amendment or modification to this Agreement shall be effective unless and until such amendment or modification is approved in writing by the Village Administrator.
- 2.10 No Additional Obligation. The Parties acknowledge and agree that the Village is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Consultant, or with any vendor solicited or recommended by the Consultant.

3 COMPENSATION AND METHOD OF PAYMENT

- 3.1 Agreement Amount. The total amount billed by the Consultant for the Services under this Agreement shall not exceed four thousand five hundred dollars (\$4,500.00) per month without the prior express written authorization of the Village Administrator. Said amount includes reimbursable expenses. Total service charges in excess of Twenty-Five Thousand Dollars (\$25,000) per year may be authorized only if approved by resolution of the Village's Board of Trustees.
- 3.2 Invoices and Payment. The Consultant shall submit invoices to the Village in an approved format for those portions of the Services performed and completed by the Consultant. The Village shall pay to the Consultant the amount billed for completed and approved work in accordance with the Local Government Prompt Payment Act 50 ILCS 505/1 et seq as amended from time to time after its receipt and approval of an invoice for same.
- 3.3 Records. The Consultant shall provide monthly records showing monthly reports related to lobbying efforts on behalf of the Village.
- 3.4 Claim For Additional Compensation. If the Consultant wishes to make a claim for additional compensation as a result of action taken by the Village, the Consultant shall provide written notice to the Village of such claim within seven (7) days after occurrence of such action, and no claim for additional compensation shall be valid unless made in accordance with this Subsection. Any changes in the Agreement amount shall be valid only upon written amendment of this Agreement approved by the Village Administrator. Regardless of the decision of the Village relative to a claim submitted by the Consultant, the Consultant shall proceed with all of the services required to complete the services under this Agreement as determined by the Village without interruption.
- 3.5 Taxes, Benefits and Royalties. The Agreement amount includes all applicable federal, state, and local taxes of every kind and nature applicable to the services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use on, or the incorporation into, the services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Consultant.

4 PERSONNEL AND SUBCONTRACTORS

- 4.1 Key Project Personnel. Key Project Personnel identified in this Agreement shall be primarily responsible for carrying out the Services on behalf of the Consultant. The Key Project Personnel shall not be changed without the Village's prior written approval.
- 4.2 Availability of Personnel. The Consultant shall provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement. The Consultant shall notify the Village as soon as practicable prior to terminating the employment of, reassigning, or after receiving notice of the resignation of, any key project personnel. The Consultant shall have no claim for damages and shall not bill the Village for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the Time of Performance as a result of any such termination, reassigning, or resignation.
- 4.3 Approval and Use of Subcontractors. The Consultant shall perform the services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the Village in writing. All subcontractors and subcontracts used by the Consultant shall be acceptable to, and approved in advance by, the Village. If any personnel or subcontractor fails to perform the services in a manner satisfactory to the Village, the [Consultant](#) shall immediately upon notice from the Village remove and replace such personnel or subcontractor. The Consultant shall have no claim for damages, for compensation in excess of the amount contained in this Agreement or for a delay or extension of the time of performance as a result of any such removal or replacement. The Village's approval of any subcontractor or subcontract shall not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the services as required by the Agreement. All services performed under any subcontract shall be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Consultant. For purposes of this Agreement, the term "Consultant" shall be deemed also to refer to all subcontractors of the Consultant, and every subcontract shall include a provision binding the subcontractor to all provisions of this Agreement. Village Authority. Notwithstanding any provision of this Agreement, any negotiations or agreements with, or representations by the Consultant to any subcontractor, vendor or third party shall be subject to the approval of the Village. The Village shall not be liable to any subcontractor, vendor or other third party for any agreements made by the Consultant, purportedly on behalf of the Village, without the knowledge and written approval of the Village.
- 4.4 Lien Waiver. Consultant shall promptly pay for all services, labor, materials and equipment used or employed by Consultant in the performance of the services and shall maintain all materials, equipment, structures, buildings, premises and property of Village free and clear of mechanic's or other liens. Consultant shall, if requested, provide Village with reasonable evidence that all services, labor, materials and equipment have been paid in full.
- 4.5 Safety and Hazardous Materials.
 - A. INTENTIONALLY DELETED

- B. In the event that Consultant observes a potentially hazardous condition relating to the services, Consultant shall bring such condition to the attention of Village.

5 RELATIONSHIP OF THE PARTIES

- 5.1 Independent Contractor. The Consultant shall act as an independent contractor in providing and performing the services. Nothing in, nor done pursuant to, this Agreement shall be construed:
 - A. To create the relationship of principal and agent, employer and employee, partners, or joint venturers between the Village and Consultant; or
 - B. To create any relationship between the Village and any subcontractor of the Consultant.
- 5.2 Conflict of Interest. The Consultant represents and certifies that, to the best of its knowledge:
 - A. No employee or agent of the Village is interested in the business of the Consultant or this Agreement;
 - B. Neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and
 - C. Neither the Consultant nor any person employed by or associated with the Consultant shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.
- 5.3 No Collusion. The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of
 - A. A delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax; or
 - B. A violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.
 - C. The Consultant represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Consultant has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant shall be liable to the Village for all loss or damage that the Village may suffer, and this Agreement shall, at the Village's option, be null and void.

- 5.4 No Personal Liability. No elected or appointed official or employee of the Village shall be personally liable, in law or in contract, to the Consultant as the result of the execution of this Agreement.

6 INSURANCE AND INDEMNIFICATION

- 6.1 Insurance. Contemporaneous with the Consultant's execution of this Agreement, the Consultant shall provide certificates and policies of insurance, all with coverages and limits acceptable to the Village, and evidencing at least the minimum insurance coverages and limits as set forth in Exhibit B to this Agreement. For good cause shown, the Village Administrator may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as the Village Administrator may impose in the exercise of his sole discretion. Such certificates and policies shall be in a form acceptable to the Village and from companies with a general rating of A-, and a financial size category of Class X or better, in Best's Insurance Guide. Such insurance policies shall provide that no change, modification in, or cancellation of, any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to the Village. The Consultant shall at all times during the term of this Agreement, maintain and keep the insurance coverages provided above in force, at the Consultant's expense.
- 6.2 Indemnification. The Consultant shall, without regard to the availability or unavailability of any insurance, either of the Village or the Consultant, indemnify, save harmless, and defend the Village, and its respective officials, employees, agents, volunteers and attorneys against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that arise, or may be alleged to have arisen, out of or in connection with, the Consultant's performance of, or failure to perform, the services or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of the Consultant, except to the extent caused by the sole negligence of the Village. The Consultant further agrees that to the extent that money is due the Consultant 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.

7 USE AND DISCLOSURE OF INFORMATION

- 7.1 Confidential Information. The term “confidential Information” shall mean information in the possession or under the control of the Village relating to the technical, business or corporate affairs of the Village; property of the Village; user information, including, without limitation, any information pertaining to usage of the Village’s computer systems, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement. Village confidential information shall not include information that can be demonstrated: (i) to have been rightfully in the possession of the Consultant from a source other than the Village prior to the time the Village disclosed said information to the Consultant under this Agreement (“time of disclosure”); (ii) to have been in the public domain prior to the time of disclosure; or (iii) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Consultant.
- 7.2 No Disclosure of Confidential Information by the Consultant. The Consultant acknowledges that it shall, in performing the services for the Village under this Agreement, have access to or be directly or indirectly exposed to confidential information. To the extent allowed by law, the Consultant shall hold confidential all confidential information and shall not disclose or use such Confidential Information without express prior written consent of the Village. The Consultant shall use reasonable measures at least as strict as those the Consultant uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of the Consultant to execute a non-disclosure agreement before obtaining access to confidential information.
- 7.3 Illinois Freedom of Information Act (FOIA). FOIA applies to public records in the possession of a party with whom the Village has contracted. The Village will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information. Consultant will comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) in the Consultant’s possession and will provide the requested public records to the Village within two (2) business days of the request being made by the Village. The undersigned agrees to indemnify and hold harmless the Village from all claims, costs, penalty, losses and injuries (including but not limited to, attorney’s fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this Agreement.
- 7.4 GIS Data. The Village has developed digital map information through Geographic Information Systems Technology (“GIS Data”) concerning the real property located within the Village. If necessary to the performance of the services and if requested to do so by the Consultant, the Village may supply the Consultant with access to the GIS data. In such case the Consultant agrees as follows:

- A. Limited Access to and use of GIS data. The GIS data provided by a Village shall be limited to the scope of the work that the Consultant is to provide for that Village, and the Consultant shall limit its use of the GIS data to its intended purpose of furtherance of the work; and
 - B. Trade Secrets of the Village. The GIS data constitutes proprietary materials and trade secrets of that Village and, shall remain the property of that Village;
 - C. Consent of Village Required. The Consultant will not provide or make available the GIS Data in any form to anyone without the prior written consent of the Village Administrator;
 - D. Supply to Village. At the request of a Village, the consultant shall supply that Village with any and all information that may have been developed by the Consultant based on the GIS data;
 - E. No Guarantee of Accuracy. The Village make no guarantee as to the accuracy, completeness, or suitability of the GIS data in regard to the Consultant's intended use thereof; and
 - F. Discontinuation of Use. At such time as the Services have been completed to the satisfaction of the Village, the Consultant shall cease its use of the GIS data for any purpose whatsoever; and, upon request, an authorized representative of the Village shall be afforded sufficient access to the Consultant's premises and data processing equipment to verify that all use of the GIS data has been discontinued.
- 7.5 Ownership. Designs, drawings, plans, specifications, photos, reports, information, observations, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received by the Consultant in connection with any or all of the services to be performed under this Agreement ("documents") shall be and remain the exclusive property of the Village. At the Village's request, or upon termination of this Agreement, the Consultant shall cause the documents to be promptly delivered to the Village.
- 7.6 News Releases. The Consultant shall not issue any news releases or other public statements regarding the Services without prior approval from the Village Administrator.

8 COMPLIANCE WITH LAWS AND GRANTS

- 8.1 **General Compliance.** Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. Consultant shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Consultant's, or its subcontractors' performance of, or failure to perform, the services or any part thereof. Every provision of law required by law to be inserted into this Agreement shall be deemed to be inserted herein.
- 8.2 **Grant Compliance.** Consultant shall also comply with all conditions of any federal, state, or local grant received by the Village or consultant with respect to this Agreement or the services.
- 8.3 **Sexual Harassment Policy.** The Consultant certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 5/2-105(A)(4).
- 8.4 **Patriot Act Compliance.** The Consultant represents and warrants that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Consultant further represents and warrants that the Consultant and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Consultant hereby agrees to defend, indemnify and hold harmless the Village, its respective corporate authorities, and elected or appointed officials, officers, employees, agents, representatives, engineers, volunteers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this subsection.
- 8.5 **Equal Employment Opportunity Compliance.** During the performance of this Agreement, Consultant as follows:

- A. That it will not discriminate against any employee or applicant for employment on the basis of race, age, marital status, color, religion, sex, sexual orientation, physical or mental handicap unrelated to ability, national origin or ancestry or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minorities or women are underutilized and shall take appropriate affirmative action to rectify any such underutilization.
- B. That, if it hires additional employees in order to perform the services or any portion hereof, it shall determine the availability (in accordance with the Department's rules) of minorities and women in the area(s) from which they may reasonably recruit, and it will hire for each applicable job classification for which employees are hired in such manner that minorities and women are not underutilized.
- 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 based on race, color, religion, sex, sexual orientation, national origin or ancestry, marital status, age physical or mental handicap unrelated to ability or an unfavorable discharge from the military.
- D. That it shall submit reports as required by the Department's Rules and furnish all relevant information as may from time to time be requested by the Department or the Village, and in all respects comply with the Illinois Human Rights Act and the Department's Rules.
- E. That it shall permit access to all relevant books, records, accounts and work sites by personnel of the Department and the Village for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules.
- F. That it shall include verbatim or by reference the provisions of this clause in every 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 Consultant will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the Department or the Village in the event any subcontractor fails or refuses to comply therewith. In addition, no Consultant shall utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.
- G. If the Consultant has not complied with all provisions of the Illinois Human Rights Act, or the Rules and Regulations of the Illinois Department of Human Rights "Department", the Consultant may be declared ineligible for future contracts or subcontracts with the Village and this Agreement may be cancelled 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.

9 DEFAULT AND DISPUTE RESOLUTION

- 9.1 Default. If it should appear at any time that the consultant has failed, refused or delayed to perform, the services any other requirement of this Agreement with diligence at a rate that assures completion of the services and full compliance of this Agreement, (“event of default”), and fails to cure any such event of default within ten business days after the Consultant’s receipt of written notice of such event of default from the Village, then the Village shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:
- A. Cure by Consultant. The Village may require the Consultant, within a reasonable time, to complete or correct all or any part of the services that are the subject of the event of default; and to take any or all other action necessary to bring the Consultant and the services into compliance with this Agreement.
 - B. Termination of Agreement by Village. The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement.
 - C. Withholding of Payment by Village. The Village may withhold from any payment, whether or not previously approved, or may recover from the Consultant, any and all costs, including attorneys’ fees and administrative expenses, incurred by the Village as the result of any event of default by the Consultant or as a result of actions taken by the Village in response to any event of default by the Consultant.
- 9.2 Dispute Resolution. Any dispute related to this Agreement shall, upon request by either party, be submitted to a panel consisting of at least one representative of each party who shall have the authority to enter into an agreement to resolve the dispute. In the event that the panel is unable to reach a mutual resolution of the dispute or has failed to convene within two weeks of the request of either party, either party may refer the matter to a court of appropriate jurisdiction. All communications between the parties or their representatives in connection with the attempted resolution of any dispute shall be confidential and deemed to have been delivered in furtherance of dispute settlement and shall be exempt from discovery and production and shall not be admissible in evidence whether as an admission or otherwise, in any arbitration, judicial or other proceeding for the resolution of the dispute.
- 9.3 During and dispute resolution period, or if litigation ensues, pending any final judicial decision or settlement, Consultant shall proceed diligently with the services.
- 9.4 General Provisions Notice.

- A. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally to the parties' representative and key project person listed in Section 1 of this Agreement (ii) by certified mail addressed to the parties' representative and key project person listed in Section 1 of this Agreement, return receipt requested, and deposited in the U.S. Mail, postage prepaid; (or (iii) by electronic internet mail ("e-mail") addressed to the parties' representative and key project person listed in Section 1 of this Agreement, and deposited in the U.S. Mail, postage prepaid.
 - B. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of actual receipt or three business days following deposit in the U.S. mail.
 - C. By notice complying with the requirements of this Subsection, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received. Notices and communications to the Village shall be addressed to the the party listed in section 1 of this Agreement.
- 9.5 Assignment. This Agreement may not be assigned by the Village or by the Consultant without the prior written consent of the other party.
- 9.6 Third Party Beneficiary. No claim as a third-party beneficiary under this Agreement by any person, firm, or corporation other than the Consultant shall be made or be valid against the Village.
- 9.7 Provisions Severable. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- 9.8 Time. Time is of the essence in the performance of this Agreement.
- 9.9 Governing Laws. This Agreement shall be interpreted according to the laws of the State of Illinois.
- 9.10 Binding Effect. The terms of this Agreement shall bind and inure to the benefit of the Parties hereto and their agents, successors, and assigns.
- 9.11 Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between either of the Village and the Consultant with respect to the Proposal and the Services.
- 9.12 Waiver. No waiver of any provision of this Agreement t shall be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor shall any such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.

- 9.13 Remedies. No remedies or rights conferred upon Village by this Agreement are intended to be exclusive of any remedy or right provided by law or equity, but each shall be cumulative and shall be in addition to every other remedy or right given herein or now or hereafter existing at law or in equity.
- 9.14 Survival of Terms. Articles on Indemnity, Confidential Information and Rights in Data shall survive termination of this Agreement.
- 9.15 Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted.
- 9.16 Exhibit. Exhibits A and B are attached hereto, and by this reference incorporated in and made a part of this Agreement. In the event of a conflict between Exhibit A and the text of this Agreement, the text of this Agreement shall control.
- 9.17 Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law.
- 9.18 Counterpart Execution. This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

VILLAGE OF MORTON GROVE
By: Charles L. Meyer, Village Administrator

CONSULTANT

By: Ed Sullivan

Exhibit A
Proposal of EO Sullivan LLC
August 26, 2025

EXHIBIT B

INSURANCE COVERAGES

A. Worker's Compensation and Employer's Liability with limits not less than:

(1) Worker's Compensation: Statutory;

(2) Employer's Liability:

\$500,000 injury-per occurrence

\$500,000 disease-per employee

\$500,000 disease-policy limit

Such insurance shall evidence that coverage applies in the State of Illinois.

B. Comprehensive Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than \$1,000,000 for vehicles owned, non-owned, or rented. All Consultant employees shall be included as insureds.

C. Comprehensive General Liability with coverage written on an "occurrence" basis and with limits no less than:

\$2,000,000 Bodily Injury and Property Damage Combined Single Limit Coverage is to be written on an "occurrence" bases.

Coverages shall include:

- Broad Form Property Damage Endorsement

- Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)

D. Professional Liability Insurance. With a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate and covering Consultant against all sums that Consultant may be obligated to pay on account of any liability arising out of the Contract.

E. Umbrella Policy. The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

F. Village as Additional Insured. The Village shall be named as an Additional Insured on all policies except for: Worker's Compensation and Professional Liability. Each such additional Insured endorsement shall identify the Village as follows: Village of Morton Grove, including its Board members and elected and appointed officials, its officers, employees, agents, attorneys, Consultants, and representatives

ED SULLIVAN
847.417.9402
ED@EOSULLIVANCONSULTING.COM
1728 ERIC LANE, LIBERTYVILLE, IL 60048
EOSULLIVANCONSULTING.COM



Village of Morton Grove
C/O Charles Meyer, Village Administrator
6101 Capulina Avenue
Morton Grove, Illinois 60053

Dear Mr. Meyer,

Thank you for the opportunity to showcase our expertise in Municipal Services. My business partner Dan Shomon and I are submitting this Request for Proposal for Advocacy/Lobby Services under my company, EOSullivan Consulting, LLC.

The information contained in this Request for Proposal is true and complete and has been signed by the President of EOSullivan Consulting, LLC.

Regards,

A handwritten signature in black ink, appearing to read "Ed Sullivan", written over a horizontal line.

Ed Sullivan, President
EOSullivan Consulting, LLC

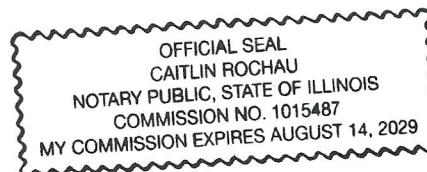
State of Illinois
County of Lake

This instrument was acknowledged before me by Edwin D. Sullivan on August 26, 2025
(seal)

A handwritten signature in black ink, appearing to read "Caitlin Rochau", written over a horizontal line.

Notary Public

My commission Expires: 08/14/2029





REQUEST FOR PROPOSAL

LOBBYIST FOR THE VILLAGE OF MORTON GROVE

Prepared for:

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

Prepared By:



Ed Sullivan
EOSullivan Consulting
1728 Eric Lane
Libertyville, IL 60048
Cell: 847.417.9402
Email: Ed@EOSullivanConsulting.com



Dan Shomon
Dan Shomon Inc.
7800 North Milwaukee Avenue
Niles, Illinois 60714
Cell: 773.339.0476
Email: danflak@aol.com



THE EOS CONSULTING TEAM

Ed Sullivan, EOSullivan Consulting

Ed is the President of EOSullivan Consulting, a multi-dimensional government consulting firm. The firm represents various clients in Springfield and assists other clients in facilitating conversations with local units of government, from zoning issues to business development. EOS Consulting also conducts community engagement activities for units of local government to assess community interest in advance of proposed referendums, a tactic that utilizes community input for successful referendum development. Ed served in the Illinois General Assembly for fourteen years, retiring in 2016 as an Assistant House Minority Leader and Floor Leader. Ed also served as a Township Assessor for twenty-four years and is widely respected as a property tax expert in Springfield. Ed has built an extensive network from years of experience and a bipartisan approach, which allows for great access to a wide range of contacts while representing client interests.

Dan Shomon, Dan Shomon, Inc.

Dan Shomon, CEO of Dan Shomon Inc. in Niles, has more than 35 years of experience working in and around the Illinois State Capitol as a government staffer and lobbyist. He has many local relationships with area mayors and county officials, including Niles Village President George Alpogianis, Lincolnwood Village President Jesal Patel, and Skokie Village President Ann Tennes. Shomon, who is Assyrian and lives in Chicago's nearby 33rd Ward, has many ties to the Village of Morton Grove and has longstanding relationships with area lawmakers and elected officials – especially Senators Villivalam and Fine, Representatives Kelly and Olickal, and County Board member Josina Morita. From 1997 to 2006, Shomon was Campaign Manager and Political Director for then Senator Barack Obama, and he is featured in two of Obama's books.

Corryn Bradley, Dan Shomon, Inc.

Corryn Bradley, Director of Government Relations at Dan Shomon Inc., has six years of full-time lobbying experience in Springfield. Bradley has unique abilities to work with the General Assembly's key caucuses. As an Asian American and African American woman, she works closely with the Illinois Legislative Black Caucus, the Illinois Legislative Latino Caucus, and the Illinois Asian American Caucus, chaired by Senator Ram Villivalam, who also represents the Village of Morton Grove.



MUNICIPAL/GOVERNMENTAL CLIENTS

Aurora University
City of Elgin
City of Greenville
City of Naperville/Naper Settlement Museum
City of Pekin
City of Zion
Fox River Water Reclamation District
Kane County States Attorney
Midwestern University
Northern Moraine Water Reclamation District
Village of Algonquin
Village of Antioch
Village of Hampshire
Village of Hoffman Estates
Village of Richton Park
Village of Wilmette

SCOPE OF WORK FOR CLIENTS

Capital Requests/Federal Earmarks

- Develop a one-page formal State of Illinois capital request for the fiscal year 2027 state budget that runs from July 1, 2025, until June 30, 2026.
- The request could include funding for a police station or other public projects.
- Meet with local legislators and key staff to obtain their support for funding.
- Legislative visit of the mayor and key trustees during the Spring session.
- Final push to obtain funding before the end of the session's May 30 deadline.
- **Federal earmarks:** The lobbyist team has helped clients obtain millions of dollars in federal earmarks and will help guide Morton Grove in key meetings with federal lawmakers. The earmark process is likely to begin in early 2026, and our team would help prepare a proposal for a \$1.5 million federal request under the Community Directed Spending program in Congress.



Communication

- Weekly calls/emails during session
- End of Session summary report and/or presentation to Village Board
- Report on monthly Village Board meetings (attend meetings as needed)
- Look-Forward report for Veto Session
 - Emergency Look Forward Report for any potential Special Session
- Attend Northwest Municipal Conference meetings/convention as needed
 - NOTE: Ed Sullivan is a close friend of Mayor Johnson, the President of NWMC

Strategic Planning

- Work throughout the year, identifying issues that affect the Village of Morton Grove
- Determine the best avenue to solve the identified issue
 - Legislative, administrative, or rules (JCAR)
- Activate the identified plan
 - Engage staff, committee members, and General Assembly members
 - Help draft proposed legislation
 - Draft process through the Legislative Research Bureau
 - Track any amendments
 - Track hostile legislation that would hurt Morton Grove or municipalities, including Tier One/Tier Two pension issues and transit reform.
- Testimony in committee for/against issues affecting the Village
- Organize meet and greets with Legislators during the session
- Serve as a liaison to key state agencies, including the Illinois Department of Transportation, Illinois Environmental Protection Agency, the Illinois Department of Natural Resources, and others.

Issue Tracking

- Work with the Village Administrator to track issues and legislation before the General Assembly that may have an effect on the Village
- The EOSullivan and Dan Shomon Inc. team is in Springfield every session day
 - We understand the environment in Springfield can change at a moment's notice



GRANTS RECEIVED ON BEHALF OF CLIENTS

The team at EOSullivan Consulting and Dan Shomon Inc. has helped secure over \$13 million in the last two years for its municipal, county government, and university clients, including:

Aurora University

\$750,000 during the 2024 session for learning commons, and \$400,000 during the 2025 session for campus upgrades.

City of Elgin

\$1 million for the Elgin Sports Complex during the 2024 session. During the 2025 session, there was \$750,000 for homeless shelter improvements and \$500,000 for lead service line replacement.

City of Zion

Over \$2 million in property tax relief during the 2024 session was included in clean energy legislation. \$800,000 during the 2024 session for fire station construction, and during the 2025 session \$500,000 for human services programs.

City of Naperville/Naperville Heritage Society

\$500,000 for the “You and Seniors” Science, Technology, Humanities, Engineering, and Mathematics program during the 2025 session.

Kane County State’s Attorney

\$1 million for domestic violence court during the 2024 session, and \$1 million for human trafficking programs during the 2025 session.

Midwestern University

\$170,000 for veterinary school construction during the 2025 session.

Village of Algonquin

\$250,000 for water/sewer improvements and \$200,000 for parks during the 2024 session.

Village of Hoffman Estates

\$686,000 for fire station and infrastructure improvements during the 2024 session.

Village of Richton Park

\$1 million for village hall construction and \$500,000 for road infrastructure during the 2025 session.

Village of Wilmette

During the 2025 session, \$500,000 for police station construction, and \$268,000 for pollinator garden.



LEGISLATIVE CLIENT VICTORIES

SB508 – Bringing Equity in Tax Liens

American Tax Lien (ATL) is a tax purchaser company that helps fund units of local government by investing in delinquent property taxes and buying liens at the annual county tax sales. Having been a property tax assessor for twenty-four years and serving on the House Revenue committee his entire fourteen-year career, Ed has been uniquely qualified to not only help his client but the entire industry. Several years ago, there was an issue dealing with companies registering multiple buyers at a tax sale to collude together to gain as many tax liens as possible. In practice, if one company brought fifteen buyers to the sale and another company brought one, the company with multiple buyers colluding together would gain an unfair share of the lien sales. Ultimately, this unfair practice forced out many buyers, which resulted in an increase in chargeable interest for the property owner. Ed worked with former House Revenue Chairman Mike Zalewski to introduce and pass SB508, which put an end to multiple bidders at a tax sale, thereby bringing equity to the overall process.

Prepare for Illinois' Future Test and Licensure Prep Program

Several universities across the country have launched an all-access program with Kaplan Education, meaning students at those colleges have access to free test and licensure preparation classes. Kaplan Education launched a campaign in Illinois in 2024, and the lobbyist team worked with key education lawmakers and the Illinois Student Assistance Commission, passing legislation. We played the key role in obtaining \$11.3 million in funding so that students at Illinois' 12 public universities and five community colleges have access to free test and licensure preparation classes.

Funding for Aurora University Neurodiversity Program That Helps Autistic Students

Aurora University President Rebecca Sherrick saw an extreme need in the community for services to autistic and neurodiverse students. The lobbyist team worked closely with Aurora-area legislators and obtained \$7 million for a state-of-the-art dormitory that provides an appropriate setting for autistic students to live and receive services.



Greenville Plaza Downtown Renaissance

The City of Greenville and Mayor George Barber are trying to revive the Southern Illinois town located about one hour east of St. Louis. Working closely as a partner with Greenville University, the lobbyist team and the Mayor worked with the Illinois Department of Commerce and Economic Opportunity and the Governor's Office. They obtained \$2.2 million through the Rebuild Illinois Downtowns and Main Streets program, and the plaza is currently under construction. The plaza and park will bring the community together and result in dozens of new businesses in downtown Greenville, just steps away from students at the university.

City of Zion Shuttered Nuclear Plant Tax Relief

Over the last three years, the lobbyist team has worked with Zion-area lawmakers to ensure that Zion benefits from the Clean Energy Justice Act, Illinois legislation designed to help communities adversely affected by energy companies. Zion has a shuttered ComEd nuclear plant, and the loss in tax revenue from the plant's closure has led to high property taxes. Working with Mayor Billy McKinney and local legislators, the lobbyist team was able to help obtain more than \$2 million in property tax relief, including in the clean energy legislation.

ORGANIZATIONS LOBBIED SUCCESSFULLY

- Illinois Department of Transportation
- Illinois Student Assistance Commission
- Illinois Department of Commerce and Economic Opportunity
- Illinois Department of Transportation
- Illinois Department of Natural Resources
- Illinois Governor's Office
- Illinois State Treasurer Michael Frerichs
- Illinois Secretary of State Alexi Giannoulias
- U.S. Senator Dick Durbin
- U.S. Senator Tammy Duckworth
- U.S. Congress member Jan Schakowsky



FEE STRUCTURE

- \$54,000 per year = Billed monthly at \$4,500 per month on the 1st of the month
 - EOS is willing to discuss an alternate billing structure
- State Lobby Registration fee of approximately \$307.50
- Any extra expenses are billed only after the Village's pre-approval

REFERENCES

Donna Johnson, Mayor of the Village of Libertyville, President of the Northwest Municipal Conference

Cell: 847.971.3494, Email: dojohnson@gmail.com

Rena Calabrese, President and CEO, Naper Settlement Museum, City of Naperville

Cell: 312.493.9659, Email: calabresem@naperville.il.us

Rick Kozal, City Manager, City of Elgin

Cell 312.576.5686, Email: kozal_r@cityofelgin.org

George Alpogianis, President, Village of Niles

Cell 312.593.2206, Email: gdalpogianis@vniles.com

David Gray, American Tax Lien

Cell: 312.334.1306, Email: david@graylawoffices.com

ATTACHMENTS: SAMPLE COMMUNICATIONS & REPORTS

Village of Algonquin Budget Appropriation Summary

Midwest University Legislative Update

Capitol Request for Village of Wilmette Police Station

City of Greenville monthly report

City of Pekin annual report



VILLAGE OF ALGONQUIN BUDGET APPROPRIATIONS 2024-2025

1.) SB251, am 3: Page 1086

Section 1876. The sum of \$6,000,000, or so much thereof as may be necessary and remains unexpended at the close of business on June 30, 2024, from a reappropriation heretofore made for such purpose in Article 128, Section 1876 of Public Act 103-0006, as amended, is reappropriated from the Build Illinois Bond Fund to the Department of Commerce and Economic Opportunity for a grant to the Village of Algonquin for costs associated with water infrastructure improvements.

2.) SB251, am 3: Page 1527

The sum of \$250,000, or so much thereof as may be necessary, is appropriated from the Build Illinois Bond Fund to the Department of Commerce and Economic Opportunity grant to the Village of Algonquin for all costs associated with infrastructure improvements, including but not limited to water and/or sewer projects, including prior incurred costs.

(NEW APPROPRIATION)

3.) SB251, am 3: Page 1528

The sum of \$200,000, or so much thereof as may be necessary, is appropriated from the Build Illinois Bond Fund to the Department of Commerce and Economic Opportunity for a grant to the Village of Algonquin for all costs associated with infrastructure improvements at James Woods Park, including prior incurred costs.

(NEW APPROPRIATION)

4.) SB251, am 3: Pages 1842 & 1843

Section 7520. The sum of \$400,000, or so much thereof as may be necessary and remains unexpended at the close of business on June 30, 2024, from a reappropriation heretofore made for such purpose in Article 163, Section 7520 of Public Act 103-0006, as amended, is reappropriated from the Build Illinois Bond Fund to the Department of Commerce and Economic Opportunity for a grant to the Village of Algonquin for costs associated with flood mitigation and road repairs.



5.) SB251, am 3: Pages 2081 & 2082

Section 331. The sum of \$100,000, or so much thereof as may be necessary and remains unexpended at the close of business on June 30, 2024, from a reappropriation heretofore made for such purpose in Article 166, Section 331 of Public Act 103-0006, as amended, is reappropriated from the Build Illinois Bond Fund to the Department of Commerce and Economic Opportunity for a grant to the City of Algonquin for all costs associated with roadway, sanitary, sewer, storm sewer, and water main improvements.

6.) SB251, am 3: Page 2427

Section 1285. The sum of \$600,000, or so much thereof as may be necessary and remains unexpended at the close of business on June 30, 2024, from a reappropriation heretofore made for such purpose in Article 168, Section 1285 of Public Act 103-0006, as amended, is reappropriated from the Build Illinois Bond Fund to the Department of Commerce and Economic Opportunity for a grant to the Village of Algonquin for all costs associated with infrastructure improvements.

7.) SB251, am 3: Page 2447

Section 1600. The sum of \$250,000, or so much thereof as may be necessary and remains unexpended at the close of business on June 30, 2024, from an appropriation heretofore made for such purpose in Article 168, Section 1600 of Public Act 103-0006, as amended, is reappropriated from the Build Illinois Bond Fund to the Department of Commerce and Economic Opportunity grant to the Village of Algonquin for all costs associated with infrastructure improvements, including but not limited to water and/or sewer projects, including prior incurred costs.

8.) SB251, am 3: Page 2447

Section 1605. The sum of \$200,000, or so much thereof as may be necessary and remains unexpended at the close of business on June 30, 2024, from an appropriation heretofore made for such purpose in Article 168, Section 1605 of Public Act 103-0006, as amended, is reappropriated from the Build Illinois Bond Fund to the Department of Commerce and Economic Opportunity for a grant to the Village of Algonquin for all costs associated with infrastructure improvements at James Woods Park, including prior incurred costs.



9.) SB251, am 3: Page 2493

Section 2460. The sum of \$50,000, or so much thereof as may be necessary and remains unexpended at the close of business on June 30, 2024, from a reappropriation heretofore made for such purpose in Article 168, Section 2460 of Public Act 103-0006, as amended, is reappropriated from the Build Illinois Bond Fund to the Department of Commerce and Economic Opportunity for a grant to the Village of Algonquin for all costs associated with infrastructure improvements.

-end-



MIDWESTERN IMPORTANT ILLINOIS LEGISLATIVE ISSUES UPDATE

By the lobbyist team of Dan Shomon, Ed Sullivan, and
Corryn Bradley
May 19, 2025

Funding Request for Member Initiatives

Senator Laura Ellman and Representative Terra Costa-Howard, who are the legislators representing Northwestern University's Downers Grove campus, have indicated they are slated to give Northwestern University a \$170,000 appropriation in the state's fiscal year 2026 budget. The fiscal year 2026 budget period runs from July 1, 2025, until June 30, 2026. The fiscal year 2026 budget should be approved by May 30, so nothing is confirmed until then. We will have more details about this soon.

Preceptor Introductions for Internships

The team continues to support Dr. Jim Mackenzie and his efforts to foster introductions to potential internship and clerk opportunities for DO and PA students at Northwestern.

Veterinary Issues

The lobbyist team prepared a memo on possible opportunities for the new veterinary school:

1. Fundraising/Scholarships/Partnerships

We discussed approaching the following organizations about fundraising, scholarships, and possible partnerships.

1. Adrian Hochstadt -- Adrian is a mutual friend with years of experience at the American Veterinary Medical Association, and he is now CEO of the Veterinary Medical Association Executives organization. He has extensive contacts in the industry and can help direct us.
2. Ralston Purina
3. Delta Dental
4. Nestle



5. Mars
6. VCA
7. Banfield
8. VEG
9. AMVA -- American Veterinary Medical Association
10. ISVMA -- Illinois State Veterinary Medical Association
11. Lovet -- Lovet is a new Illinois veterinary services company. Lovet is owned by The Aspen Group, which also owns AzPetVet, which works with the Midwestern Arizona campus. We represent Lovet in Illinois.

2. Funding for Mobile Veterinary Laboratory

Dr. Patterson suggested we work with the DuPage County Animal Shelter, which works with the DuPage County Health Department, to help them fund additional needs, including help in the animal pound and a mobile veterinary laboratory. Our team has a very close relationship with DuPage County Board Chair Deb Conroy, and we feel confident that we can get her directly engaged with Midwestern on joint efforts. Also, the county operates the DuPage Wildlife Conservation Center in Willowbrook, and Dr. Patterson has already visited there and would like to partner with them.

Charitable Efforts

The lobbyist team met with Staci Glass to discuss assistance with Midwestern charitable efforts. Our team plans to help with the following foundations:

- Illinois Tool Works Foundation
- State Farm Foundation
- Foglia Family Foundation

PBM and Pharmacy Bills

With just a few weeks left in the Spring session of the Illinois General Assembly, there are two major efforts to pass legislation affecting pharmacies.

- PBM reform – The Governor’s office is pushing hard to pass a Pharmacy Benefit Manager bill that would restrict opportunities for PBMs doing business in Illinois. The legislation championed by the Governor focuses on transparency in PBM interactions, a key element in protecting consumers and plan sponsors. By increasing transparency, particularly for vertically integrated PBMs like CVS Caremark, and requiring 100% pass-through of rebates, annual reporting, and targeted market conduct exams to disclose rebates, fees, discounts, and other price concessions,



- 340b program – Federally Qualified Health Centers (FQHCs) are partnering with the Illinois Hospital Association to further expand the 340b pharmacy program. The 340b program allows eligible health care organizations to purchase outpatient drugs at a discounted rate. Pharmaceutical companies are opposed to the legislation.

Veterinary Legislation

Senate Bill 2469 -- Opioid prescriptions (sponsor Senator Mike Hastings)

- Exempts veterinarians from being required to do electronic prescriptions for opioids and certain other drugs until 2030 because the exemption runs out this year.
- Veterinarians do not have a database to do electronic prescriptions for opioids, and they are not issued an NPI (National Provider Identifier), so therefore, they cannot use most traditional databases.
- The bill passed the State Senate last week without opposition, and it is now pending in the House.

House Bill 3347 – State licensing boards can meet virtually (sponsor Senator Sharon Chung)

- Currently, members of state licensing boards – including Medical, Dental, Pharmacy, and Veterinary boards – can only conduct business in person.
- This legislation would allow remote participation, which would enable more professionals to participate due to their busy schedules.
- This legislation could allow more Midwestern faculty and staff to participate as potential board members.
- It does not appear this legislation is going to move this year.

Dental Issues

The Illinois State Dental Society has defeated an effort by some dental groups to put strict qualifications on certain members of the State Dental Board.

A group of dental anesthetists had sought an amendment to Senate Bill 1325 to require two specialized members of the state Dental Board -- at least one of whom holds a permit to administer moderate sedation, and at least one of whom holds a permit to administer deep sedation and general anesthesia.

However, the Illinois State Dental Society and other dental organizations helped defeat this amendment, and it will not move.



The other good news is that House Bill 3019 is poised for final action. A provision was added that will allow an applicant for licensure as a general dentist or as a dental hygienist to obtain employment as a license-pending general dentist or license-pending dental hygienist and practice under the delegation of a licensed general dentist. An applicant may be employed if all of the following criteria are met: (1) the applicant has completed and passed the Department of Financial and Professional Regulation-approved licensure examination and presents to the employer an official written notification indicating successful passage of the licensure examination; (2) the applicant has completed and submitted to the Department an application, and (3) the applicant has submitted the required licensure fee.

The actual language is in this link:

<https://www.ilga.gov/legislation/104/HB/PDF/10400HB3019ham002.pdf>

Optometry Issues

One bill has been introduced by the Illinois Optometric Association: Senate Bill 1912 and House Bill 2676. The legislation would allow optometrists to qualify for the Illinois Underserved Health Care Provider Workforce Act. While the program has not yet received funding, this is a good bill for Midwestern, and the university should support it.

House Bill 2676 passed out of the Illinois House of Representatives, but it is unclear whether the bill will be passed this session.

A copy of the language of the bill can be found at this link:

<https://www.ilga.gov/legislation/104/HB/PDF/10400HB2676lv.pdf>

Physician Assistant Issues

Legislation to reduce bureaucratic requirements for physician assistants was discussed in a subject matter hearing last week of the Senate Licensed Activities Committee.

Senator Javier Loera Cervantes has introduced Senate Bill 271, which will help Illinois physician assistants practice to the full extent of their education and training.

The bill would remove the requirement that PAs file paperwork with the State of Illinois on their prescriptive authority and collaboration approval. The current rules have hindered Illinois PAs who can't start their jobs until all paperwork is filed and approved by the state. The legislation instead puts the oversight at the practice or medical center level. Iowa has passed similar legislation.



A link to the bill is here:

<https://www.ilga.gov/legislation/104/SB/PDF/10400SB0271lv.pdf>

The bill is an initiative of the Illinois Academy of Physician Assistants, and it has the support of the SIU School of Medicine.

Dr. Quincy Scott, a family physician in Southern Illinois, testified in favor of the legislation, along with other representatives from the Illinois Academy of PAs.

The Illinois State Medical Society is opposed to the legislation, and it's not clear that it will advance.

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CAPITAL REQUEST FOR GREEN, HIGH-TECH POLICE STATION FOR WILMETTE

Total Project Cost: \$51.4 million

Total Funding Request: \$1.5 million for engineering services and utility installations

Timeline: Work will be done in fiscal years 2025 and 2026.

Union Jobs Created: \$16.8 million in union wages, 66 union construction jobs, and 149 indirect jobs (rough estimate).

Legislators: House Majority Leader Robyn Gabel, Senator Laura Fine, Rep. Jennifer Gong-Gershowitz

Contact: Village Manager Michael Braiman, braimanm@wilmette.com or cell phone 224-628-4071.

The Village of Wilmette has been evaluating the construction of a new police station since the early 2000s. The current project, with engineering design anticipated to begin in late 2024 and construction in 2026, will replace an undersized station with a high-tech, sustainable law enforcement facility that addresses current and future policing needs to maintain and improve public safety in Wilmette.

Constructed in 1968, with a modest remodel/addition in the 1980s, the 21,000 square foot station puts Wilmette at a competitive disadvantage in recruiting and retaining first-class officers, limits how police officers can be trained, and insufficient evidence processing facilities jeopardize the Department's ability to secure charges for crimes committed in Wilmette.

To help understand the magnitude of deficiencies, below are some examples of how the station does not meet modern policing standards or regulatory requirements.

Holding Areas

We have an average of 175 adult and 15 juvenile custodial arrests per year. The station has four adult and one juvenile holding cells that were constructed in 1968 and have open metal bars, which pose safety concerns to detainees and officers. The new holding facility will include a larger, open bullpen space to assist individuals who may be experiencing anxiety and/or claustrophobia in the standard jail cells. This new asset will reduce the number of individuals placed in hard holding cells, as those arrested for non-violent offenses can temporarily stay in a more open holding area.



Regional Evidence Processing/Storage



On an annual average, the Department takes in 1,600 pieces of property and tows/processes 25 vehicles. The station lacks an appropriately sized vehicle processing bay, is running out of space to store evidence long-term per statutory requirements, and was not designed to accommodate processing the amount of evidence now typically collected, especially as we utilize high-tech digital forensics, which requires more physical workstation space

for specialized equipment. Deficiencies risk evidence contamination and the chain of custody. Wilmette has become a leader in digital forensics and helps to support police departments across the area in accessing and analyzing digital forensics. Municipalities that will have access to the Wilmette digital forensics lab include: Deerfield, Evanston, Glencoe, Glenview, Highland Park, Kenilworth, Lake Forest, Lincolnwood, Lincolnshire, Morton Grove, Niles, Northfield, Northbrook, Skokie, Park Ridge, and Winnetka.

Training Spaces and Firearms Range

The station lacks a dedicated defensive tactics space, which is needed for more frequent and remedial training on the utilization of less lethal methods. A dedicated defensive tactics room is crucial to modern policing to ensure officers are trained and confident in their ability to de-escalate situations and refrain from more lethal uses of force. Additionally, while we are fortunate to have an on-site firearms range, it can only accommodate stationary target practice which is insufficient for today's training needs which focus on situational experiences that include de-escalation, shoot

or don't shoot scenarios, teamwork, uses of cover, etc.; all necessary to ensure the WPD is ready to respond to all types of calls, including mass casualty events.

Officer Wellness

The locker rooms in our current facility are too small for the officers and all the equipment they now carry. The one shower in the men's locker room experiences frequent plumbing issues. The female locker room (part of the 1986 addition) is at capacity, the facility lacks a mother's nursing space, and there is no space for gender neutral locker and bathroom facilities. The station also lacks adequate breakroom facilities; for example, our midnight shift officers sometimes sleep in their vehicles in the station's unsecured parking lot, as that is the most comfortable and quiet space to rest while awaiting their monthly court call in the morning.



Social Services

In 1971, Wilmette was one of the first communities in the area to hire a social worker. Our social worker manages over 250 requests per year, and she plays a critical role in our police services. However, the existing counseling space only accommodates one position, and its location lacks private access, meaning individuals in need of support must walk through a variety of busy spaces before accessing services. The facility will provide space to hire a second social worker and a dedicated counseling space to treat individuals with dignity and respect.



Green, Sustainable Building

The Village's preliminary budget includes an allowance for the inclusion of sustainable features in the building. We anticipate constructing a building that will meet Green Globe or LEED standards, with potential features such as geo-thermal, pollinator gardens, green roofs, permeable pavement, EV readiness (Wilmette is one of the few police departments in the region to utilize hybrid squad cars), and more.

-end-



CITY OF GREENVILLE MONTHLY GOVERNMENT RELATIONS REPORT FOR JULY 2025

Submitted on August 4, 2025

IDOT Safe Routes to School Program

- The Illinois Department of Transportation Safe Routes to School program provides funding for projects that make walking, biking, and rolling to school a safer option for students, encouraging a healthy and active lifestyle from an early age.
- Administered by IDOT using federal funds, Safe Routes to School advances projects that improve safety and reduce traffic – as well as related fuel consumption and air pollution – in areas around schools from kindergarten through high school. The new grant cycle will distribute a total of \$12 million, with a maximum award of \$250,000. Projects may include new sidewalks, traffic-calming measures, bicycle facilities, public education and outreach programs, and improvements that increase accessibility for those with disabilities.
- Successful applications will demonstrate how the projects encourage students to walk, bike, or roll. Eligible applicants include school districts, local governments, planning organizations, and nonprofit associations. Preference will be given to schools with higher percentages of low-income students and students with disabilities.
- The deadline to apply is Oct. 13, with awards announced in the spring. For more information on the program, including selection criteria and how to register for webinars that will assist in the application process, visit the [Safe Routes to School homepage](#) at <https://idot.click/SRTS> or email DOT.SafeRoutes@illinois.gov.
- The grant opportunity is yet another way IDOT, under Gov. JB Pritzker, is working to grow and enhance active transportation in Illinois communities. Under the last Safe Routes to School funding cycle, [IDOT awarded](#) \$9.8 million to support 47 projects statewide.

Ameren

- The lobbyist team and City Manager did a call with Coles County on July 11 to discuss options available to fund an upgrade of Ameren's capacity in and around the industrial park in Greenville.
- Follow-up calls are scheduled.



Housing

- Expansion of the federal Low-Income Housing Tax Credit could allow construction of tens of thousands more affordable housing units in Illinois.
- The latest [domestic policy plan](#) signed by President Donald Trump on July 4 will increase available funding by 12% for a key tax credit used by developers to offset a portion of construction costs. It also lowers the threshold of private activity bonds needed to take advantage of another tax credit.
- It's a lesser publicized inclusion in the "One Big Beautiful Bill Act" that cleared Congress with only Republican support, a bill more widely publicized for its cuts to Medicaid, food assistance, and individual income taxes.
- According to the accounting firm [Novogradac](#), increasing the tax credit and lowering bond financing requirements for housing projects could allow 34,700 new affordable housing units to be built in Illinois and generate about \$2 billion in tax revenue for the state and local governments.
- The credits are allocated to states based on a formula, and Illinois [awarded 16 developers \\$24 million](#) in federal tax credits for 2025. The credits are awarded by the Illinois Housing Development Authority to developers, and an investor makes a capital contribution toward the project in exchange for being given the credits, which puts the burden on private investors if the project falls through, according to the [IHDA](#).
- The developer can reduce the cost of the project with the credits, which allows the investor to provide rents at an affordable rate.
- For a property to be eligible for the credits, the average income of tenants is limited to 60% of the area's median income, according to IHDA. [In Chicago](#), for example, that is \$50,400 for a single person, \$57,600 for a two-person household, and \$71,940 for a four-person household.
- Renting a two-bedroom apartment is becoming more unaffordable for more people in Illinois, according to a new [report](#) from the National Low Income Housing Coalition. It found that a full-time employee in Illinois needs to earn an hourly wage of \$29.81 to afford such an apartment at fair market value while not devoting more than 30% of their income to housing costs. That's a \$62,000 annual salary.
- Rents in developments covered by the tax credit are typically 45% lower than the average market rate, according to the [Affordable Housing Tax Credit Coalition](#).

-end-



PEKIN LOBBYIST TEAM ANNUAL REPORT

The team has worked on the following issues:

DCEO Edge Credit Approval

- **Governor** JB Pritzker, Epic Medical, and the Illinois Department of Commerce and Economic Opportunity (DCEO) in March announced the company will open its first U.S. facility in the Riverway Business Park in Pekin.
- Epic Medical will make a \$25 million capital investment with support from an Economic Development for a Growing Economy (EDGE) agreement with DCEO, which will enable the company to expand into the U.S., construct a manufacturing facility, and initially create 50 new full-time jobs.
- The lobbyist team played a significant role in advancing the EDGE credit application by making key contacts with DCEO top officials.

Pekin Lobby Day – April 2 in Springfield

- Attended meetings with Senators Anderson and Turner to discuss upcoming funding opportunities for Pekin on April 2 for the Illinois Municipal League Lobby Day.
- Introduced the Mayor and City Manager to key state officials, including the Governor's Downstate Director, DCEO Deputy Director for all grant programs, DCEO chief legislative liaison, and IDOT chief liaison for local government funding projects.

CVS Negotiations

- Pekin was negotiating with CVS and the owner of the property that houses the drug store chain CVS regarding an important road construction project for the City.
- The lobbyist team contacted several CVS lobbyists to try to advance the project.

DCEO Local Roads Application

- The lobbyist team is helping with the Derby Street application for IDOT Local Roads funding.
- The lobbyist team worked with the City of Pekin to get a letter of support from the West-Central Illinois Building Trades.



Digital Signs

- The lobbyist team is assisting the City of Pekin with IDOT about a possible digital sign downtown.
- The lobbyist team is reaching out to Rep. LaHood and IDOT to advance the effort.

DCEO Illinois Main Streets Application

- The lobbyist team has spoken to two top leaders at the Illinois Department of Commerce and Economic Opportunity (DCEO) in support of Pekin Chamber of Commerce applications for a Rebuild Downtowns and Main Streets grant.
- Pekin was not chosen in this round, but will apply in the next round.

Pekin Marigold Festival

- The lobbyist team set up and attended a Zoom call with the DCEO Bureau of Tourism, the City of Pekin, and the Pekin Chamber to discuss options for the DCEO Tourism Attraction Grant program.
- The Pekin team was able to ask questions about eligibility.

Illinois American Water

- Pekin might need help with Lutticken development and its Illinois Commerce Commission application for Illinois American Water to serve the area.
- The lobbyist team will facilitate meetings with Illinois American to help advance the proposal.

-end-

Legislative Summary

Ordinance 25-37

**AUTHORIZING AN AMENDMENT TO THE
VILLAGE OF MORTON GROVE 2025 ADOPTED BUDGET**

Introduced:	November 25, 2025
Purpose:	To amend the Adopted 2025 Budget to include the expenditure for architectural fees for the new Village Hall and Police Station and to take advantage of grant funds for additional parkway trees.
Background:	Pursuant to Ordinance 24-21, the budget for Calendar Year 2025 was adopted by the Board of Trustees on November 27, 2024. The Budget represents an estimate of revenues available and recommended expenditures for the Village. Title 1, Chapter 9D, Section 6 of the Municipal Code allows the adopted budget to be amended by a vote of two-thirds of the Corporate Authorities. The Village purchased property for the new Village Hall and Police Station after the 2025 budget was passed. Architectural services were needed to draft plans for the remodel and an addition to the new Village facilities. These costs were dependent on the purchase of the property, which was not certain at the time the budget was passed. The Village also has become aware of grant opportunities to reimburse the Village for the purchase of additional parkway trees. This ordinance will approve an amendment to the 2025 Adopted Budget to reflect these 2025 expenditures.
Programs, Departments or Groups Affected	Administration, Finance, Public Works Departments
Fiscal Impact:	This ordinance will amend the 2025 Adopted Budget by adding \$800,000 to account 335060558126 and adding \$22,325 to account 025017552240.
Source of Funds:	General Fund Reserves
Workload Impact:	The Finance Department as part of their normal work activities will perform the management and implementation of the budget amendment.
Administrator Recommendation:	Approval as Presented
Second Reading:	December 9, 2025
Special Considerations or Requirements:	This Ordinance will require a two-thirds majority vote to approve as presented.

ORDINANCE 25-37

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

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

WHEREAS, pursuant to Ordinance 24-21, the budget for Calendar Year 2025 was adopted by the Board of Trustees on November 24, 2024; and

WHEREAS, pursuant to Ordinance 24-21 and pursuant to Section 65 ILCS 5/8-2-9.1 et seq, the Calendar Year Budget document represents an estimate of revenues available to the municipality for the fiscal year together with recommended expenditures for the municipality pursuant to good fiscal management practices; and

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

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

WHEREAS, the Village purchased property for a new Village Hall and Police Station at 6201 Dempster Street after the 2025 budget was passed; and

WHEREAS, the Village needed to engage an architect to begin plans to renovate the existing building as well as add an addition; and

WHEREAS, these costs were dependent on purchasing the property, which was not certain at the time the 2025 budget was passed; and

WHEREAS, the Village received a grant reimbursement opportunity for additional parkway trees; and

WHEREAS, the Village needed to purchase the trees first in order to take advantage of the grant funds.

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

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

SECTION 2: The Corporate Authorities hereby amend the 2025 Adopted Annual Budget to adjust the following accounts in General Fund as follows:

<u>Account Number</u>	<u>Account Name</u>	<u>Amount</u>
<u>Expenditure Account</u>		
335060532390	Professional Services	\$ 800,000
025017552240	Tree Replacement	\$ 22,325

SECTION 3: The Village Administrator and Director of Finance/Treasurer and/or their designees are hereby authorized to make the necessary amendments to the 2025 Adopted Budget as reflected in Section 2.

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

Passed this 9th day of December 2025

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

Approved by me this 9th day of December 2025

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

Attested and filed in my office this
10th day of December 2025

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

Legislative Summary

Ordinance 25-39

**AMENDING TITLE SEVEN ENTITLED “PUBLIC PROPERTY AND UTILITIES”,
CHAPTER TWO ENTITLED “TREE PRESERVATION”
OF THE VILLAGE OF MORTON GROVE MUNICIPAL CODE**

Introduction:	December 9, 2025
Purpose:	To approve an amendment to Sections 7-2-1, 7-2-4, 7-2-11, and creation of a new Section 7-2-14, to modify and establish regulations relating to tree preservation and protection.
Background:	The Village of Morton Grove recognizes the services and functions that trees provide as a collective asset to the Morton Grove community. In March 2025, the Village was awarded a grant from the Chicago Region Trees Initiative at the Morton Arboretum to assist with street tree plantings throughout the community. In accepting the grant, the Village agreed to revise the Village's tree Preservation Code to meet the organization's requirements. The proposed text amendments are procedural in nature, have been approved by the Morton Arboretum, and serve to further strengthen the Village's ordinance. At the request of Staff, the Appearance Commission reviewed the proposed amendment at a regularly scheduled meeting on November 4, 2025, and voted unanimously (5-0) to recommend approval of the amendment as presented. If approved by the Village Board of Trustees, Village staff will provide notice of the new tree preservation and protection regulations by Village website updates and by mail (via the water bill) and will provide direct guidance as needed.
Programs, Dept's, Groups Affected	Department of Community and Economic Development
Fiscal Impact:	N/A
Source of Funds:	N/A
Workload Impact:	The amendments will be implemented and supervised by staff as part of their normal work activities.
Administrative Recommendation:	Approval as presented
Second Reading:	January 13, 2026
Special Considerations or Requirements:	None

ORDINANCE 25-39

AMENDING TITLE SEVEN ENTITLED “PUBLIC PROPERTY AND UTILITIES”, CHAPTER TWO ENTITLED “TREE PRESERVATION” OF THE VILLAGE OF MORTON GROVE MUNICIPAL CODE

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

WHEREAS, the Morton Grove Municipal Code (“Village Code”) establishes certain regulations relating to tree preservation on public property and tree protection during construction on public and private property; and

WHEREAS, the Village continuously reviews and, as it deems necessary, updates existing Municipal Codes to assure they are kept current and relevant; and

WHEREAS, the Village reviewed its tree preservation and protection regulations with assistance from the Morton Arboretum and has determined that minor amendments are needed to the regulations to codify best practices already undertaken by the Village on a regular basis;

WHEREAS, the Village recognizes the services and function that trees provide as a collective asset to the Morton Grove community and seeks to enhance regulations applying to trees on public and private property to better preserve and protect the urban forest as critical infrastructure; and

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

WHEREAS, the Village (“Applicant”), filed a complete Text Amendment Application to the Village’s Appearance Review Commission under Case AC 25-18 (“Application”) requesting approval of a Text Amendment to modify and establish regulations relating to tree preservation and protection; and

WHEREAS, Village staff recommends that the Text Amendment includes modifications to Title 7, Chapter 2, entitled “Tree Preservation,” to codify language regarding the value of trees as infrastructure, clarify contractor requirements, explicitly establish the authority of the director of public works over plantings on public property, clarify the location of the approved species list, and establish an appeal process for decisions made by the director of public works, which were made part of the Application; and

WHEREAS, the Morton Grove Appearance Commission held a public hearing relative to the above referenced case on November 18, 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, as a result of said public hearing, the Appearance Commission considered all the evidence and testimony presented to it, discussed the merits of the Application, and made certain recommendations through a report dated December 2, 2025, a copy of which is attached hereto and made a part hereof and marked as “**Exhibit A**”; and

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

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

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

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

SECTION 2: Title 7, Chapter 2, Section 1, entitled “Construction,” is hereby amended as follows:

7-2-1: CONSTRUCTION

The Village recognizes the services and function that trees provide as a collective asset to the Morton Grove community and seeks to enhance regulations applying to trees on public and private property to better preserve and protect the urban forest as critical infrastructure. This chapter shall be liberally construed so trees on public places including public rights of way and parkways within the Village of Morton Grove are maintained and protected to the greatest extent possible. Nothing in this chapter shall be construed to supersede the laws and regulations of the state of Illinois regarding the protection of trees except, to the extent allowed by the Illinois constitution, where the regulations in this chapter are more restrictive than those in such state laws and regulations; the regulations in this chapter shall be controlling, except in those instances where state laws have been preempted by this chapter, enforcement of such state laws and this chapter shall be concurrent. The Director of Public Works shall have the authority to make decisions regarding matters of tree management and the enforcement of this chapter and will consult with a certified arborist. (Ord. 07-02, 2-12-2007)

SECTION 3: Title 7, Chapter 2, Section 4, entitled “Qualified Contractors,” is hereby amended as follows:

7-2-4: QUALIFIED CONTRACTORS

It shall be unlawful for any person other than an authorized Village of Morton Grove employee to plant, remove, trim, spray, or otherwise treat any tree on Village owned property including public rights of way and parkways unless such person is deemed qualified by the director of public works or his designee. Contractors authorized to perform tree work in the Village shall adhere to current business licensing requirements including meeting liability insurance and surety bond requirements. All contractors performing any work on publicly owned trees must ensure that a certified arborist is contributing to the performance of the work in some way, including but not limited to having a certified arborist perform the work itself, having an employee or employees perform the work under the supervision (direct or indirect) of a certified arborist, or engaging in consultation with a certified arborist about the work. (Ord. 07-02, 2-12-2007)

SECTION 4: Title 7, Chapter 2, Section 11, entitled “Tree Technical Manual,” is hereby amended as follows:

7-2-11: TREE TECHNICAL MANUAL

The director of public works, with the assistance and consultation of the natural resources commission, shall issue regulations for implementation of this chapter, which shall be known as the "Tree Technical Manual". The "Tree Technical Manual" will be made readily available to the public and shall include, but need not be limited to, standards and specifications regarding:

- A. Replacement of trees allowed to be removed pursuant to this chapter.
- B. Fees in lieu of the replacement of trees.
- C. Exemptions with respect to the replacement of trees.
- D. Testing criteria for determining whether a tree is a nuisance or dangerous within the meaning of this chapter.
- E. Qualifications for persons who are permitted to remove, trim, plant, spray or maintain trees on public property.
- F. Planting, removing, trimming, spraying, or otherwise treating or maintaining any tree on any Village owned property.
- G. Protection of trees during construction. (Ord. 07-02, 2-12-2007)
- H. An approved species list.

SECTION 5: A new Title 7, Chapter 2, Section 14, entitled “Appeal,” is hereby inserted as follows:

7-2-14: APPEAL

The property owner may appeal in writing to the Building Commissioner any decision made by the Director of Public Works under the provisions of this article within thirty (30) days of the decision rendered. If not satisfied with the decision made by the Building Commissioner, the property owner may appeal in writing to the Village Board of Trustees within thirty (30) days of the decision being rendered by the Building Commissioner.

SECTION 6: 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 7: 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 8: This ordinance shall be effective from and after its adoption, approval, and publication as provided by law.

PASSED this 13th day of January 2026.

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

Attested by me this 13th day of January 2026.

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

Attested and Filed in my office this 14th day of January 2026.

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

EXHIBIT A

Appearance Commission Report for AC 25-18

Dated December 2, 2025

To: Village President and Board of Trustees

From: John Pietron, Appearance Commission Chairperson
Charles Meyer, Village Administrator
Teresa Hoffman Liston, Corporation Counsel
Brandon Nolin, AICP, Community Development Administrator

Date: December 2, 2025

Re: Appearance Commission Case AC 25-18
The Village's Department of Community and Economic Development requests approval of a Text Amendment to Municipal Code Sections 7-2-1, 7-2-4, 7-2-11, and creation of a new Section 7-2-14, to modify and establish regulations relating to tree preservation and protection.

Executive Summary

The Village of Morton Grove ("applicant") is proposing amendments to Chapter 7-2 of the Municipal Code to make minor revisions to the Tree Ordinance (Ord. 24-28) to help preserve and protect the Village's tree canopy. Staff is seeking the Appearance Commission's review and recommendation of approval of the proposed amendment prior to consideration by the Village Board of Trustees.

The proposed text amendment was considered by the Appearance Commission at the regularly scheduled meeting on November 4, 2025 and recommended by a vote of 5-0 that the Village Board of Trustees should approve the application.

Application Overview

In March 2025, the Village was awarded a grant to assist with street tree plantings throughout the community from the Chicago Region Trees Initiative at the Morton Arboretum. In accepting the grant, the Village agreed to subject our Tree Ordinance to review by the Morton Arboretum and make needed revisions to meet the organization's requirements. While much of the Village's recent Tree Ordinance were aligned with the Morton Arboretum's goals and addressed desired components, some revisions were needed to meet grant requirements.

After receiving initial guidance from the Morton Arboretum, Village Staff submitted revisions to meet grant requirements. The five text changes to the Municipal Code summarized below are procedural in nature, have been approved by the Morton Arboretum, and serve to further strengthen the Village's ordinance.

7-2-1: CONSTRUCTION

- Includes an opening statement regarding the importance of trees based on existing language already contained in Chapter 12.
- Affirms that the Director of Public Works is the authority regarding matters of tree management.

7-2-4: QUALIFIED CONTRACTORS

- Strengthens language requiring the use of qualified contractors and a certified arborist.

7-2-11: TREE TECHNICAL MANUAL

- Affirms that the tree technical manual maintained by the Department of Public Works includes an approved species list.

7-2-14: APPEAL

- Establishes an appeal process for property owners regarding tree management and tree ordinance enforcement decisions made by the Director of Public Works.

Commission Review

Appearance Commission

On November 4, 2025, the Appearance Commission reviewed Case AC 25-18. At the conclusion of the discussion, the Appearance Commission voted unanimously (5-0) to recommend approval of the application.

Appearance Commission – November 4, 2025, Proceedings: Five members of the Appearance Commission were in attendance at the meeting for Case AC 25-18 held on November 4, 2025.

*Brandon Nolin, Community Development Administrator, provided a brief introduction to the application. The staff report dated October 28, 2025, and attached hereto as “**Attachment A**,” was entered into the public record.*

In the case of AC 25-18, the Village of Morton Grove (“applicant”) is proposing amendments to Chapter 7-2 to modify and establish regulations relating to tree preservation and protection. Staff is seeking the Appearance Commission’s review and recommendation of approval of the proposed amendment prior to consideration by the Village Board of Trustees.

In March 2025, the Village was awarded a grant to assist with street tree plantings throughout the community from the Chicago Region Trees Initiative at the Morton Arboretum. In accepting the grant, the Village agreed to subject our Tree Ordinance to review by the Morton Arboretum and make needed revisions to meet the organization’s requirements. While much of the Village’s recent Tree Ordinance were aligned with the Morton Arboretum’s goals and addressed desired components, some revisions were needed to meet grant requirements. The five text changes are procedural in nature, have been approved by the Morton Arboretum, and serve to further strengthen the Village’s ordinance

Commissioner Dahlberg moved to approve case AC 25-18, a request by the Department of Community and Economic Development for approval of a Text Amendment to Sections 7-2-1, 7-2-4, 7-2-11, and creation of a new Section 7-2-14, to modify and establish regulations relating to tree preservation and protection, as presented in the staff report for Case AC 25-18 dated October 28, 2025.

The motion was seconded by Commissioner Manno.

Commissioner Block voting aye

Commissioner Dahlberg voting aye

Commissioner Minx voting aye

Commissioner Manno voting aye

Commissioner Zimmer voting aye

Motion passed 5 -0.

Attachments

- **Attachment A** – Staff Report to the Appearance Commission for AC 25-18, prepared by Brandon Nolin, AICP, Community Development Administrator, dated October 28, 2025

Attached A

Staff Report to the Appearance Commission for AC 25-18

Prepared by Brandon Nolin, AICP, Community Development Administrator

Dated October 28, 2025

To: Chairperson Pietron and Members of the Appearance Commission

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

Date: October 28, 2025

Re: Appearance Commission Case AC 25-18
The Village's Department of Community and Economic Development requests approval of a Text Amendment to Municipal Code Sections 7-2-1, 7-2-4, 7-2-11, and creation of a new Section 7-2-14, to modify and establish regulations relating to tree preservation and protection.

STAFF REPORT

Introduction

The Village of Morton Grove ("applicant") is proposing amendments to Chapter 7-2 of the Municipal Code to make minor revisions to the Tree Ordinance (Ord. 24-28) to help preserve and protect the Village's tree canopy. Staff is seeking the Appearance Commission's review and recommendation of approval of the proposed amendment prior to consideration by the Village Board of Trustees. The proposed amendment has been provided in **Attachment A** with proposed additions in **red text** and deletions are **red strikethrough text**.

In March 2025, the Village was awarded a grant to assist with street tree plantings throughout the community from the Chicago Region Trees Initiative at the Morton Arboretum. In accepting the grant, the Village agreed to subject our Tree Ordinance to review by the Morton Arboretum and make needed revisions to meet the organization's requirements. While much of the Village's recent Tree Ordinance were aligned with the Morton Arboretum's goals and addressed desired components, some revisions were needed to meet grant requirements.

After receiving initial guidance from the Morton Arboretum, Village Staff submitted revisions to meet grant requirements. The five text changes to the Municipal Code summarized below are procedural in nature, have been approved by the Morton Arboretum, and serve to further strengthen the Village's ordinance.

7-2-1: CONSTRUCTION

- Includes an opening statement regarding the importance of trees based on existing language already contained in Chapter 12.
- Affirms that the Director of Public Works is the authority regarding matters of tree management.

7-2-4: QUALIFIED CONTRACTORS

- Strengthens language requiring the use of qualified contractors and a certified arborist.

7-2-11: TREE TECHNICAL MANUAL

- Affirms that the tree technical manual maintained by the Department of Public Works includes an approved species list.

7-2-14: APPEAL

- Establishes an appeal process for property owners regarding tree management and tree ordinance enforcement decisions made by the Director of Public Works.

Recommendation

If the Appearance Commission makes a motion to approve Case AC 25-18, staff recommends the following motion:

Motion to approve Case AC 25-18, a request by the Department of Community and Economic Development for approval of a Text Amendment to Sections 7-2-1, 7-2-4, 7-2-11, and creation of a new Section 7-2-14, to modify and establish regulations relating to tree preservation and protection, as presented in the staff report for Case AC 25-18 dated October 28, 2025.

[or as modified by recommendation of the Appearance Commission]

Attached A

Revised Draft Tree Ordinance

ORDINANCE 25-XX

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

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

WHEREAS, the Morton Grove Municipal Code (“Village Code”) establishes certain regulations relating to tree preservation on public property and tree protection during construction on public and private property; and

WHEREAS, the Village continuously reviews and, as it deems necessary, updates existing Municipal Codes to assure they are kept current and relevant; and

WHEREAS, the Village reviewed its tree preservation and protection regulations with assistance from the Morton Arboretum and has determined that minor amendments are needed to the regulations to codify best practices already undertaken by the Village on a regular basis;

WHEREAS, the Village recognizes the services and function that trees provide as a collective asset to the Morton Grove community and seeks to enhance regulations applying to trees on public and private property to better preserve and protect the urban forest as critical infrastructure; and

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

WHEREAS, the Village (“Applicant”), filed a complete Text Amendment Application to the Village’s Appearance Review Commission under Case AC 25-18 (“Application”) requesting approval of a Text Amendment to modify and establish regulations relating to tree preservation and protection; and

WHEREAS, Village staff recommends that the Text Amendment includes modifications to Title 7, Chapter 2, entitled “Tree Preservation,” to codify language regarding the value of trees as infrastructure, clarify contractor requirements, explicitly establish the authority of the director of public works over plantings on public property, clarify the location of the approved species list, and establish an appeal process for decisions made by the director of public works, which were made part of the Application; and

WHEREAS, the Morton Grove Appearance Commission held a public hearing relative to the above referenced case on November 18, 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, as a result of said public hearing, the Appearance Commission considered all the evidence and testimony presented to it, discussed the merits of the Application, and made certain recommendations through a report dated _____, 2025, a copy of which is attached hereto and made a part hereof and marked as “**Exhibit A**”; and

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

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

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

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

SECTION 2: Title 7, Chapter 2, Section 1, entitled “Construction,” is hereby amended as follows:

7-2-1: CONSTRUCTION

The Village recognizes the services and function that trees provide as a collective asset to the Morton Grove community and seeks to enhance regulations applying to trees on public and private property to better preserve and protect the urban forest as critical infrastructure. This chapter shall be liberally construed so trees on public places including public rights of way and parkways within the Village of Morton Grove are maintained and protected to the greatest extent possible. Nothing in this chapter shall be construed to supersede the laws and regulations of the state of Illinois regarding the protection of trees except, to the extent allowed by the Illinois constitution, where the regulations in this chapter are more restrictive than those in such state laws and regulations; the regulations in this chapter shall be controlling, except in those instances where state laws have been preempted by this chapter, enforcement of such state laws and this chapter shall be concurrent. The director of public works shall have the authority to make decisions regarding matters of tree management and the enforcement of this chapter and will consult with a certified arborist. (Ord. 07-02, 2-12-2007)

SECTION 3: Title 7, Chapter 2, Section 4, entitled “Qualified Contractors,” is hereby amended as follows:

7-2-4: QUALIFIED CONTRACTORS

It shall be unlawful for any person other than an authorized Village of Morton Grove employee to plant, remove, trim, spray, or otherwise treat any tree on Village owned property including public rights of way and parkways unless such person is deemed qualified by the director of public works or his designee. Contractors authorized to perform tree work in the Village shall adhere to current business licensing requirements including meeting liability insurance and surety bond requirements. All contractors performing any work on publicly owned trees must ensure that a certified arborist is contributing to the performance of the work in some way, including but not limited to having a certified arborist perform the work itself, having an employee or employees perform the work under the supervision (direct or indirect) of a certified arborist, or engaging in consultation with a certified arborist about the work. (Ord. 07-02, 2-12-2007)

SECTION 4: Title 7, Chapter 2, Section 11, entitled “Tree Technical Manual,” is hereby amended as follows:

7-2-11: TREE TECHNICAL MANUAL

The director of public works, with the assistance and consultation of the natural resources commission, shall issue regulations for implementation of this chapter, which shall be known as the "Tree Technical Manual". The "Tree Technical Manual" will be made readily available to the public and shall include, but need not be limited to, standards and specifications regarding:

- A. Replacement of trees allowed to be removed pursuant to this chapter.
- B. Fees in lieu of the replacement of trees.
- C. Exemptions with respect to the replacement of trees.
- D. Testing criteria for determining whether a tree is a nuisance or dangerous within the meaning of this chapter.
- E. Qualifications for persons who are permitted to remove, trim, plant, spray or maintain trees on public property.
- F. Planting, removing, trimming, spraying, or otherwise treating or maintaining any tree on any Village owned property.
- G. Protection of trees during construction. (Ord. 07-02, 2-12-2007)
- H. An approved species list.

SECTION 5: A new Title 7, Chapter 2, Section 14, entitled “Appeal,” is hereby inserted as follows:

7-2-14: APPEAL

The property owner may appeal in writing to the building commissioner any decision made by the director of public works under the provisions of this article within thirty (30) days of the decision rendered. If not satisfied with the decision made by the building commissioner, the property owner may appeal in writing to the Village Board of Trustees within thirty (30) days of the decision being rendered by the building commissioner.

SECTION 6: 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 7: 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 8: This ordinance shall be effective from and after its adoption, approval, and publication as provided by law.

PASSED this ____ day of _____ 2025.

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

ATTESTED by me this ____ day of _____ 2025.

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

ATTESTED and FILED in my office this _____ day of _____ 2025.

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

EXHIBIT A

Appearance Commission Report for AC 25-XX

Dated _____

Legislative Summary

Resolution 25-82

AUTHORIZING A CONTRACTUAL AGREEMENT WITH DELL, INC. TO RENEW THE MICROSOFT ENTERPRISE AGREEMENT FOR MICROSOFT SOFTWARE LICENSING FOR OPERATING AND PRODUCTIVITY SOFTWARE FOR VILLAGE STAFF AND USERS

Introduction:	December 9, 2025
Synopsis:	To authorize an enterprise-wide software agreement with Microsoft Corporation through Dell, Inc., the current State of Illinois contract reseller for operating and productivity software.
Purpose:	To maintain sufficient licensing of operating and productivity software according to the software's terms and conditions. The Microsoft Enterprise Agreement will allow the Village to maintain licensing compliance, software updates, upgrades, and technical support.
Background:	The Village of Morton Grove is required to maintain licensing for the software it uses in daily operations. The operating system, individual applications, cloud services, and connectivity to servers all maintain their own licensing scheme. The Enterprise Agreement licensing structure and software maintenance structure were originally established in 2008. The use of an Enterprise Agreement structure has advantages over individual purchases including lower platform costs, distributed payments, anniversary period renewals, and software upgrade assurances. The pricing and licensing structure for 2026 was competitively reviewed to ensure the fiscal responsibility of this agreement, and the IT Department Manager has recommended the Village renew its contract with the Dell, Inc., of Round Rock, Texas, a large account reseller of Microsoft Software products, and maintains the current pre-negotiated State of Illinois reseller master blanket purchase order 25-448DOIT-INFOT-P-69783 for Microsoft Enterprise Agreement licensing. The Enterprise Agreement renewal includes an annual maintenance fee for updates and upgrades (Microsoft Software Assurance) and license costs. The license pricing is held stable for three (3) annual renewal periods if there are no adjustments to license quantity. The 2026 renewal is the third renewal period of the three (3) stable pricing periods through the State of Illinois contract. This payment covers the license and maintenance period of January 1, 2026, through December 31, 2026, and the Resolution is prepared before the expiration date for business continuity.
Departments Affected	All Departments.
Fiscal Impact:	The 2026 licensing and software maintenance expense is \$63,249.05.
Source of Funds:	Funds from the Information Technology division fiscal year 2026 is allocated for this Agreement.
Workload Impact:	The Information Technology division as part of their normal work activities will oversee and coordinate the management of this contract.
Administrator Recommendation:	Approval as presented
First Reading:	None required.
Special Considerations or Requirements:	None.

Submitted by: Charles L. Meyer, Village Administrator
Reviewed by: Teresa Hoffman Liston, Corporation Counsel
Prepared by: Boyle Wong, Information Systems Manager

RESOLUTION 25-82

AUTHORIZING A CONTRACTUAL AGREEMENT WITH DELL, INC. TO RENEW THE MICROSOFT ENTERPRISE AGREEMENT FOR MICROSOFT SOFTWARE LICENSING FOR OPERATING AND PRODUCTIVITY SOFTWARE FOR VILLAGE STAFF AND USERS

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 government affairs, including but not limited to the power to tax and incur debt; and

WHEREAS, the Village of Morton Grove utilizes and relies on Microsoft Corporation software to conduct Village business; and

WHEREAS, the Village's use of Microsoft Corporation software is based on its compliance with the software's terms and conditions; and

WHEREAS, the Village is required to maintain a valid license for all software in use; and

WHEREAS, the Information Technology Division determined the Village needs to maintain and update its Microsoft operating and productivity software; and

WHEREAS, the Village established an Enterprise Agreement licensing structure with Microsoft in 2008 through Resolution 08-62 to comply with the Village's use of Microsoft Corporation software and has maintained the Enterprise Agreement for the period January 1, 2026, through December 31, 2026; and

WHEREAS, Dell, Inc., of Round Rock, Texas, a large account reseller of Microsoft Software products, maintains the current pre-negotiated State of Illinois reseller master blanket purchase order 25-448DOIT-INFOT-P-69783 for Microsoft Enterprise Agreement licensing; and

WHEREAS, the Information Technology Division continues to explore competitive bids outside of pre-negotiated contract pricing; and

WHEREAS, the Information Technology Manager recommends renewing the Microsoft Enterprise Agreement through Dell, Inc of Round Rock, Texas to maintain sufficient Microsoft Corporation software licenses through Dell, Inc to support the Village's business.

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

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

SECTION 2: The Village Administrator is hereby authorized to execute, and the Village Clerk to attest, a contract with Dell, Inc., One Dell Way, Round Rock Texas, in the amount of \$63,249.05 based upon operating and productivity software for one hundred ninety (190) Microsoft 365 E3 licenses and five (5) Office 365 E1 level licenses per its quote document Attached hereto as Exhibit A.

SECTION 3: The Village Administrator and/or his designees are authorized to take all steps necessary to finalize negotiations for said contract and implement its terms and conditions.

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

Passed this 9th day of December 2025

Trustee Khan

Trustee Minx

Trustee Shiba

Trustee Travis

Trustee Thill

Trustee White

Approved by me this 9th day of December, 2025

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

Attested and filed in my office this
10th day of December, 2025

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



Annual Billing

Microsoft Enterprise 6				
Village of Morton Grove				
Date Updated	Enrollment #	Start Date	End Date	Due Date
9/15/2025	5028897	1/1/2024	12/31/2026	10/15/2025
Customer # 4531042				

PO Number	Scheduled Bill Date	Part Number	Description	Quantity	Price	Extended Amount	Coverage Start Date	Coverage End Date
8032225442417301	1/1/2026	AAD-33200	M365 E3 Unified FSA Renewal Sub Per User	120	\$309.13	\$37,095.60	1/1/2024	12/31/2026
8032225442417301	1/1/2026	AAD-33204	M365 E3 Unified Existing Customer Sub Per User	70	\$363.64	\$25,454.80	1/1/2024	12/31/2026
8032225442417301	1/1/2026	T6A-00024	O365 E1 Existing Customer Sub Per User	5	\$88.15	\$440.75	1/1/2024	12/31/2026
8032225442417301	1/1/2026	3R2-00002	Entra ID P1 Sub Per User	5	\$51.58	\$257.90	1/1/2024	12/31/2026
8032225442417301	1/1/2026	NYG-00001	Teams AC with Dial Out US/CA Sub Add-on	195	\$0.00	\$0.00	1/1/2024	12/31/2026
Annual Billing Total						\$63,249.05		

Amounts listed here are the upcoming annual invoices for the following agreement year. PO # listed is the same from the previous year and can be changed upon request.

Legislative Summary

Resolution 25-83

AUTHORIZING A CONTRACT WITH ADVANCED TREE CARE, INC. OF LINCOLNSHIRE, ILLINOIS, FOR THE 2026 TREE TRIMMING PROGRAM

Introduced:	December 9, 2025
Purpose:	To authorize the Village Administrator to execute a contract with Advanced Tree Care, Inc. of Lincolnshire, IL, for the 2026 Tree Trimming Program.
Background:	The annual tree trimming program is necessary to maintain the health and appearance of the Village's tree canopy and to maintain a safe passageway for the public traveling beneath trees within the Village's rights-of-way. The Village annually contracts with tree experts to assist in trimming parkway trees. The contract being considered, as permitted under the Village Municipal Code, is a joint bid through the Municipal Partnering Initiative (MPI). MPI is a group of Cook, Lake, and Du Page County municipalities that have successfully leveraged bulk purchasing and workload sharing to reduce the cost of municipal services. Village staff consider it advantageous to contract the service through this method for cost and contractor qualifications. The bid amount is based on unit pricing, and the final contract price will be determined by the number of units the Village determines necessary and authorizes. (See Exhibits A & B). This resolution will authorize a contract with Advanced Tree Care, Inc., of Lincolnshire, Illinois, for the 2026 Tree Trimming Program and, if circumstances warrant, will approve the Village Administrator to extend this contract for the 2027 Tree Trimming Program.
Programs, Departments or Groups Affected	Department of Public Works
Fiscal Impact:	\$60,781.00
Source of Funds:	2026 Adopted General Fund Account Numbers 02-50-17-55-2250
Workload Impact:	The Department of Public Works will manage and implement the project as part of its routine work.
Administrator Recommendation:	Approval as presented
Second Reading:	Not Required
Special Considerations or Requirements:	None

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

RESOLUTION 25-83

AUTHORIZING A CONTRACT WITH ADVANCED TREE CARE, INC. OF LINCOLNSHIRE, IL. FOR THE 2026 TREE TRIMMING 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, an annual tree trimming program is necessary to maintain the health and appearance of the Village tree canopy and to maintain a safe passageway for the public traveling beneath trees within the Village rights-of-way; and

WHEREAS, the Village annually contracts with tree experts to assist in trimming parkway trees; and

WHEREAS, staff investigated the option to jointly bid on the contract, which is permitted within the Village Municipal Code, with a cooperative purchasing group, Municipal Partnering Initiative (MPI); and

WHEREAS, the MPI is a group of Cook, Lake, and Du Page County municipalities that have successfully leveraged bulk purchasing and workload sharing to reduce the cost of municipal services; and

WHEREAS, cooperative purchasing is authorized by the State of Illinois Governmental Joint Purchasing Act, 30 ILCS 525/0.01, et seq., and explicitly described in contract documents for Village of Glenview RFB 250040; and

WHEREAS, Advanced Tree Care, Inc. of Lincolnshire, Illinois, submitted the lowest bid for Tree Trimming (Bid Group B) on October 24, 2025; and

WHEREAS, the contract documents for Village of Glenview RFB 250040 allow for price revision of up to 2 percent after the initial term, which the Village of Glenview has approved; and

WHEREAS, Exhibit A illustrates the various pay items, estimated units, and contract and contract prices for the 2026 Tree Trimming and Tree Assessment Survey; and

WHEREAS, Exhibit B illustrates the various pay items, estimated units, and contract unit prices for the Village of Morton Grove 2026 Tree Trimming Program; and

WHEREAS, the cost for the work is estimated to be \$60,781.00, however, since this is a unit price contract, the final cost will be based on the services requested; and

WHEREAS, Village staff recommends authorizing a contract with Advanced Tree Care, Inc., based upon its bid for Village of Glenview RFB Number 250040: and

WHEREAS, the contract documents allow the Village to renew the contract for an additional year; and

WHEREAS, funding for the above work, not to exceed **\$60,781.00**, is available in the 2026 Adopted Budget General Fund Account Number **02-50-17-55-2250**.

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

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

SECTION 2: The Village Administrator is hereby authorized to execute a contract with Advanced Tree Care, Inc., of Lincolnshire, Illinois, for the 2026 Tree Trimming Program in the amount of \$60,781.00.

SECTION 3: The Village Administrator is further authorized to extend this contract for 2027 if, in the opinion of the Village Administrator, the existing circumstances warrant.

SECTION 4: The Village Administrator and Director of Public Works or their designees are authorized to take all steps necessary to implement the contract with Advanced Tree Care, Inc.

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

Passed this 9th day of December 2025

Trustee Khan _____

Trustee Minx _____

Trustee Shiba _____

Trustee Thill _____

Trustee Travis _____

Trustee White _____

Approved by me this 9th day of December 2025

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

Approved and filed in my office this
10th day of December 2025

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

GROUP B – TREE TRIMMING AND TREE ASSESSMENT/ANNUAL SURVEY (AS SPECIFIED IN GROUP B – TREE TRIMMING AND ASSESSMENT/ANNUAL SURVEY)**TREE TRIMMING**

Service	Tree Diameter (dbh) Classes	Estimated # of Trees per year	Estimated Total Diameter (in inches)	Unit Price per inch*	Extended Annual Total
Annual Routine Tree Trimming	1-7	500	1,600	\$2.00	\$ 3,200
	8-15	500	5,000	\$2.50	\$ 12,500
	15+	400	6,000	\$3.50	\$ 21,000
As-needed Tree Trimming Request	1-7	250	800	\$2.00	\$ 1,600
	8-15	250	2,500	\$4.00	\$ 10,000
	15+	200	3,000	\$4.80	\$ 14,400
TOTAL TREE TRIMMING					\$ 62,700

* Unit Prices include all labor, equipment, and materials cost.

EMERGENCY SERVICES FOR TREE TRIMMING FROM

Time	Unit Price per Crew-Hour*
During Normal Working Hours	\$ 85.00 Per man
Outside Normal Working Hours	\$ 150.00 Per man

*Crew-hour rate shall include all labor, equipment, and materials cost.

TREE ASSESSMENT/ANNUAL SURVEY

Service	Estimated Hours	Unit Price	Total
Labor per working hour for the assessment of the pre-designated section	320	\$ 75.00 per man	\$24,000

TOTAL OF BASE BIDS (GROUPS A + B) FOR ONE CONTRACT YEAR

This total shall include the total cost to provide Tree and Stump Removal as well as the Tree Trimming and Tree Surveying. Altogether, these services make up "Tree Maintenance Services."

\$194,738.00

REQUEST FOR BIDS

RFB # 250040

BID DOCUMENTS AND SPECIFICATIONS

TREE MAINTENANCE SERVICES



The Village of
Glenview

VILLAGE OF GLENVIEW
2500 EAST LAKE AVENUE
GLENVIEW, IL 60026
(847) 724-1700

LEGAL NOTICE

Official notice is hereby given that the Village will receive bids electronically via DemandStar until 2:00 p.m. local time on October 24, 2025. The bid opening will be held virtually via Teams. Please use the following information to join the bid opening via Teams on October 24, 2025 at 2:00 p.m. local time:

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 252 719 859 789 0

Passcode: Lx7AY236

Dial in by phone

[+1 872-240-8966..590012445#](#) United States, Chicago

[Find a local number](#)

Phone conference ID: 590 012 445#

For organizers: [Meeting options](#) | [Reset dial-in PIN](#)

RFB NO: 250040

RFB ON: TREE MAINTENANCE SERVICES

Scope of work will include tree maintenance services including tree and stump removal, tree surveying, tree trimming, and an optional bid item for buckthorn removal.

Plans, specifications, and bid forms may be obtained through DemandStar or the Village's purchasing website (<https://www.glenview.il.us/purchasing>). Plans, specifications, and bid forms will be provided electronically.

All bids shall be accompanied by a Bid Bond for not less than five percent (5%) of the bid amount. The successful bidder must furnish a satisfactory performance and payment bond in the full amount of the bid. **A scanned copy of the bid bond must be included in the pdf file submission.**

All work under this contract shall comply with the Prevailing Wage Act of the State of Illinois, 820 ILCS 130/0.01 et seq. & the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 et. seq) if applicable.

Offers may not be withdrawn for ninety (90) days after closing date without the consent of the Board of Trustees.

Any Bid submitted unsigned, **via mail, via in person delivery**, via fax, via email or received subsequent to the aforementioned date and time, **may be disqualified and returned to the bidder.**

The Village of Glenview reserves the right to reject any and all bids or parts thereof, to waive any irregularities or informalities in bid procedures and to award the contract in a manner best serving the interest of the Village.

Dated: October 2, 2025

Zhanna Kolokolov

Purchasing Manager



Village of Glenview
2500 East Lake Ave
Glenview, IL 60026

SUBMISSION INFORMATION

REQUEST FOR BIDS: #250040
BID OPENING DATE: October 24, 2025
TIME: 2:00 P.M. Local Time
LOCATION: Teams

COPIES: One (1) original electronic PDF

REQUEST FOR BID INFORMATION

Company Name: _____
Address: _____
City, State, Zip Code: _____

BID PRICING TABLE

GROUP A – TREE AND STUMP REMOVAL

TREE REMOVAL (AS SPECIFIED IN GROUP A – TREE REMOVAL SERVICES)

Service	Tree Diameter (dbh) Classes	Estimated # of Trees per year	Estimated Total Diameter (in inches)	Unit Price per inch*	Extended <u>Annual</u> Total
Annual Routine Tree Removal Service	1-11"	120	633	\$	\$
	12-18"	80	1,469	\$	\$
	19-26"	40	890	\$	\$
	27-36"	15	435	\$	\$
	36"+	5	215	\$	\$
As-needed Tree Removal Service	1-11"	64	337	\$	\$
	12-18"	80	1,175	\$	\$
	19-26"	20	445	\$	\$
	27-36"	9	261	\$	\$
	36"+	2	86	\$	\$
TOTAL TREE REMOVAL					\$

* Unit Prices include all labor, equipment, and materials cost.

EMERGENCY SERVICES FOR TREE REMOVAL (AS SPECIFIED IN GROUP A – TREE AND STUMP REMOVAL SERVICES)

Time	Unit Price per Crew-Hour*
During Normal Working Hours	\$
Outside Normal Working Hours	\$

*Crew-hour rate shall include all labor, equipment, and materials cost.

STUMP REMOVALS (AS SPECIFIED IN GROUP A – TREE AND STUMP REMOVAL SERVICES)

Service	Tree Diameter (dbh) Classes	Estimated # of Trees per year	Estimated Total Diameter (in inches)	Unit Price per inch*	Extended Annual Total
Annual routine stump removal service	1-11"	180	949	\$	\$
	12-18"	130	1,902	\$	\$
	19-26"	50	1,136	\$	\$
	27-36"	15	459	\$	\$
	36"+	5	212	\$	\$
As-needed Stump Removal Service	1-11"	100	527	\$	\$
	12-18"	90	1,316	\$	\$
	19-26"	25	568	\$	\$
	27-36"	15	459	\$	\$
	36"+	5	212	\$	\$
TOTAL STUMP REMOVAL					\$

*Unit Prices include all labor, equipment, and materials cost.

EMERGENCY SERVICES FOR STUMP REMOVAL (AS SPECIFIED IN GROUP A – TREE AND STUMP REMOVAL SERVICES)

Time	Unit Price per Crew-Hour*
During Normal Working Hours	\$
Outside Normal Working Hours	\$

*Crew-hour rate shall include all labor, equipment, and materials cost.

GROUP B – TREE TRIMMING AND TREE ASSESSMENT/ANNUAL SURVEY (AS SPECIFIED IN GROUP B – TREE TRIMMING AND ASSESSMENT/ANNUAL SURVEY)

TREE TRIMMING

Service	Tree Diameter (dbh) Classes	Estimated # of Trees per year	Estimated Total Diameter (in inches)	Unit Price per inch*	Extended Annual Total
Annual Routine Tree Trimming	1-7	500	1,600	\$	\$
	8-15	500	5,000	\$	\$
	15+	400	6,000	\$	\$
As-needed Tree Trimming Request	1-7	250	800	\$	\$
	8-15	250	2,500	\$	\$
	15+	200	3,000	\$	\$
TOTAL TREE TRIMMING					\$

* Unit Prices include all labor, equipment, and materials cost.

EMERGENCY SERVICES FOR TREE TRIMMING FROM

Time	Unit Price per Crew-Hour*
During Normal Working Hours	\$
Outside Normal Working Hours	\$

*Crew-hour rate shall include all labor, equipment, and materials cost.

TREE ASSESSMENT/ANNUAL SURVEY

Service	Estimated Hours	Unit Price	Total
Labor per working hour for the assessment of the pre-designated section	320	\$	

TOTAL OF BASE BIDS (GROUPS A + B) FOR ONE CONTRACT YEAR <i>This total shall include the total cost to provide Tree and Stump Removal as well as the Tree Trimming and Tree Surveying. Altogether, these services make up "Tree Maintenance Services."</i>	\$
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ALTERNATE, GROUP C – BUCKTHORN REMOVAL AND ASSOCIATED SERVICES (AS SPECIFIED IN ALTERNATE, GROUP C – BUCKTHORN REMOVAL AND ASSOCIATED SERVICES)

BUCKTHORN REMOVAL

Service Description	Unit	Estimated Quantity	Unit Price	Extended Annual Total
Light Density Buckthorn Removal	Per square foot	10,000	\$	\$
Moderate Density Buckthorn Removal	Per square foot	5,000	\$	\$
Heavy Density Buckthorn Removal	Per square foot	2,000	\$	\$
Follow-up spot removal and hand work	Per hour	40 hours	\$	\$
Hauling and disposal of debris	Per hour/yard	Per CY	\$	\$
Restoration OR Replanting of affected area*	Per hour	Per CY	\$	\$
OPTIONAL: Chemical Stump Treatment OR Stump Grinding	Per hour	20 hours	\$	\$
TOTAL BUCKTHORN REMOVAL				

**Contractor will convene with Village representative to determine most effective replacement plant or method of restoration.*

TOTAL OF <u>ALL</u> BID GROUPS (GROUPS A + B + C) FOR ONE CONTRACT YEAR <i>This total shall include the total cost to provide Tree and Stump Removal as well as the Tree Trimming and Tree Surveying, <u>INCLUDING</u> the total cost for requested Buckthorn Removal.</i>	\$
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DISCOUNTS - ANNUAL DISCOUNT IF ALLOWED TO STORE EQUIPMENT ON-SITE

Municipality	Will Municipality allow storage of equipment overnight at their facility?	Will Contractor utilize space at Municipality's facility to store equipment overnight? (Please check)	Annual Discount
Village of Glenview	Yes	Yes ☐ No ☐	_____ %

NUMBER OF CERTIFIED ARBORISTS:

ALONG WITH THE PRICING, PLEASE PROVIDE ANY RELAVANT INFORMATION RELATED TO YOUR STAFF TRAINING OVERSIGHT PLAN TO ENSURE THAT STAFF COMPLETING THE WORK ARE QUALIFIED.

PROMPT PAYMENT DISCOUNT: _____ % _____ DAYS

The bidder hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications and attachments hereto.

Any and all exceptions to these specifications MUST be clearly and completely indicated on the bid sheet. Attach additional pages if necessary. **NOTE TO BIDDERS:** Please be advised that any exceptions to these specifications may cause your bid to be disqualified. Submit bids electronically through DemandStar ONLY. **Any bid not submitted electronically via DemandStar may be rejected as non-responsive.**

THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED

PROMPT PAYMENT DISCOUNT: _____ % _____ DAYS

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or to accept any request for additional compensation. By signing this bid document, the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

Authorized Signature: _____ Company Name: _____

Typed/Printed Name: _____ Date: _____

Title: _____ Telephone Number: _____

E-mail _____ Fax Number: _____

PROJECT SPECIFICATIONS

1. **GENERAL AND BACKGROUND INFORMATION – VILLAGE OF GLENVIEW**

The Village of Glenview, hereafter referred to as the “Village”, was incorporated in 1899, and today serves an area of 14 square miles with a population of 46,740. The Village is a home-rule municipality under the 1970 Illinois Constitution, operating under the Council-Manager form of government. The Village’s Board consists of a Village President and six Trustees. The Village’s fiscal year begins on January 1 and ends on December 31.

2. **INTENT**

The Village is seeking a reputable contractor (“Contractor”) to provide tree removal services, stump removal services, and tree trimming service. All of these services will take place in the Village.

The Village reserves the right to award the contract in part or in whole to as many Contractors as deemed necessary and in the best interest of the Village.

All work performed under this RFB shall be in accordance with the provisions of the Illinois Prevailing Wage Act 820 ILCS 130/0.01 et seq. and Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01) if applicable.

3. **PRE-BID MEETING**

A NON-MANDATORY PRE-BID MEETING WILL BE HELD ON JUNE 18, 2025 10:00 AM VIRTUALLY VIA TEAMS. PLEASE CLICK THIS LINK ON OCTOBER 13, 2025 AT 10:00 AM TO ATTEND THE VIRTUAL MEETING:

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 215 756 928 644

Passcode: Hg3Kn6gH

Dial in by phone

[+1 872-240-8966,,525924338#](#) United States, Chicago

[Find a local number](#)

Phone conference ID: 525 924 338#

For organizers: [Meeting options](#) | [Reset dial-in PIN](#)

4. **BID PRICE**

The Village is requesting pricing for two groups of work: Base bid groups A – Tree and Stump Removal Services, and Group B – Tree Trimming and Annual Surveying; and an alternate Group C – Buckthorn Removal Services. Contractors are required to submit pricing for all Base Bid groups (A and B) within the Village.

Group A – Tree Removal Services pricing consists of a base bid for tree removal services by the diameter size of the tree at breast height (dbh) in a selected section. Group A also requests pricing for Emergency Services for Tree Removal, by hour, during normal business hours (between 7:00am and 5:00pm, Monday through Friday) and after normal business hours (5:01pm to 6:59am, including Saturdays, Sundays, and Holidays).

Stump Removal Services pricing consists of stump removal by dbh. Group A also requests pricing for Emergency Services for Stump Removal, by hour, during normal business hours (between 7:00am and 5:00pm, Monday through Friday) and after normal business hours (5:01pm to 6:59am, including Saturdays, Sundays, and Holidays).

Group B – Tree Trimming Services pricing consists of tree trimming service per tree in a selected section. Group B also requests pricing for Emergency Services for Tree Trimming, by hour, during normal business hours (between 7:00am and 5:00pm, Monday through Friday) and after normal business hours (5:01pm to 6:59am, including Saturdays, Sundays, and Holidays).

The Tree Assessment/Annual Survey pricing shall consist of a predetermined assessment of the trees in a section based on the Village's six-year cycle and communicated with the Contractor.

Unit pricing shall be all-inclusive of all transportation, handling, equipment, labor, material, disposal costs and any other costs required to fulfill the Scope of Work as identified herein. No allowances shall be made for transportation or mobilization costs and routine/standard equipment.

Group C (Alternate) - Removal of invasive buckthorn from designated locations within the Village, as directed by the Village Representative. Pricing shall be based on square footage of area cleared, with work to include mechanical and/or manual cutting, followed by **chemical stump treatment or stump grinding**, and the complete removal and off-site disposal of all resulting debris. Restoration of disturbed areas shall be performed as specified by the Village.

This group is an alternate bid item and may be awarded independently based on available funding and Village priorities. Contractors shall provide unit pricing that includes all labor, equipment, materials, mobilization, and disposal costs necessary to perform the work in accordance with the scope outlined in the contract documents.

5. AWARD

Award shall be made to the lowest responsive and responsible bidder who best meets the specifications including financial capacity to perform, experience and qualifications performing similar work, and scheduling based upon the evaluation criteria specified herein.

The Village reserves the right to award the Bid in part or in whole or not award any portion of the bid, whatever is deemed to be in the best interest of the Village. The Village further reserves the right to award to multiple contractors and to reject any or all bids.

No work shall be awarded to a Contractor that is in arrears or is in default to the Village for any debt or contract, or that has defaulted, as surety or otherwise, upon any obligation to the Village, or that has failed to perform satisfactorily any previous contract with, or work for, the Village.

6. TERM

The initial term of the contract shall be for three (3) years from the date of award. The Village reserves the right to renew this contract for two (2) additional one (1) year periods or an additional two (2) year period, subject to acceptable performance by the Contractor. At the end of any contract term, the Village reserves the right to extend this contract for a period of up to sixty (60) days for the purpose of getting a new contract in place.

For any year beyond the initial year, this contract is contingent upon the appropriation of sufficient funds by the Village; no charges shall be assessed for failure of the Village to appropriate funds in future contract years. Written requests for price revisions after the first year period shall be submitted at least ninety (90) days in advance of the annual contract period. Requests must be based upon and include documentation of the actual change in the cost of the components involved in the contract and shall not include overhead, or profit.

The Village reserves the right to reject a proposed price increase and terminate the agreement.

7. ESCALATION

Written requests for price revisions after the initial term shall be submitted at least sixty (60) days in advance of the annual contract period. Requests must be based upon and include documentation of the actual change in the cost of the components involved in the contract and shall not include overhead, or profit and pursuant to the CPI-All Urban Consumers, Chicago or 2% whichever is less. CPI will be based upon the average of the previous twelve months, non-seasonal adjusted.

The Village reserves the right to reject a proposed price increase and terminate the agreement.

8. SCOPE OF WORK

The work shall consist of furnishing all labor, materials, equipment, and other incidentals necessary to perform the work as identified herein. Bids shall be comprehensive for each area of work:

- **Group A** – Tree Removal and Stump Removal
- **Group B** – Tree Trimming and Tree Assessment/Annual Survey
- **Group C – Alternate** - Buckthorn Removal and Associated Services

All work performed in the Village will be under the direct supervision of the Director of Public Works or his/her designee.

All maintenance, tree removal and tree pruning services shall be provided between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday; however, when given prior approval by the Village Representative (at least 48 hours prior to commencing work) pruning operations may also occur on Saturdays between the hours of 9 a.m. and 6 p.m. No work is to be performed on Sunday, or the holidays listed below. Except in an emergency, work at all other times is not permitted unless authorized by the Village.

The Contractor will observe holidays in accordance with the Village's official holiday schedule. The current holiday schedule, which is subject to change by the Village, is as follows: New Year's Day (January 1), Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving and Christmas Day (December 25).

The Village reserves the right to determine where and when the Contractor can work if it is determined that the work will result in unsafe conditions (working near a school before school begins in the morning or after school ends in the afternoon). In cases such as these, it may be agreed upon by the Village and the Contractor to schedule work at specific times to alleviate safety concerns.

The Village shall allow the Contractor to store equipment at the Public Works Service Center at 2498 East Lake Avenue, Glenview.

The Contractor must receive approval from the Village prior to debris staging at the Public Works Facility.

The Village currently manages all geographic data through a single portal, managed by a Geographic Information System (GIS) consultant. Data shall be collected and analyzed in a GIS environment. Tree data collected for this project shall not be maintained or managed in a separate Tree Inventory software package. The GIS data itself shall be incorporated into the Village's existing GIS to streamline and enhance long term urban forestry management strategies. Final deliverables in an ArcGIS Field Maps format for integration with the Village's existing GIS system, and include digital maps of the designated tree population, a statistical analysis of the overall tree population, and a geodatabase of the tree population. Village will supply Contractor with electronic tablet that will be returned after the contract expires.

GROUP A - TREE AND STUMP REMOVAL

The Village is geographically divided into six zones, with one zone targeted annually for comprehensive tree and stump removals based on recommendations from the Village's consulting Certified Arborist. In addition to planned zone work, the Contractor is expected to perform as-needed non-emergency removals throughout the year and be available for emergency response services. The full scope includes tree and stump removal, site restoration, and off-site disposal of resulting debris, as directed by the Village.

a) Scope of Services

The scope of services includes, but is not limited to:

- Tree removal, stump grinding, and complete site restoration
- Backfilling with topsoil, seeding or sodding (as directed), and final grading, including peat moss covering
- Immediate off-site disposal of all wood, stump grindings, and debris

- Timely response to non-emergency (as-needed) removals throughout the Village
- On-call emergency and disaster response services, including necessary labor, equipment, and materials

b) Scheduling and Response Requirements

Task	Average Monthly Volume (Approximate)	Response Requirement	Completion Deadline
Annual routine removals (zone-specific)	28 trees, 29 stumps	Scheduled by Village Representative	Within 25 business days of notice
As-needed non-emergency removals	14 trees, 5 stumps	Response within 24 hours	Within 25 business days of notice
Emergency/disaster response	Variable	Crews on-site within 90 minutes	Until hazard has been addressed

Normal Working Hours: Monday–Friday, 7:00 AM to 5:00 PM. Delays that shift non-emergency services outside these hours shall not alter their non-emergency classification.

c) Tree Measurement Standards

All tree diameter measurements shall be taken using a standard D-tape at 4 ½ feet above average ground level (DBH). For multi-stemmed trees, the measurement methodology shall follow industry standards and Village guidelines. All final measurements must be reported to the nearest whole inch, with proper rounding as specified by the Village.

d) Tree Removal

Prior to beginning any work, the Contractor must verify that each tree is properly tagged and matches the details on the official removal list provided by the Village. All tree removal operations shall adhere to the standards set forth in ANSI Z133 (2012) and ANSI A300 (2008), or their most current revisions.

Trees must be adequately limbed out prior to final trunk removal, and the practice of flopping is strictly prohibited. Limbs that pose a risk of damage must be lowered using ropes or mechanical devices. Trunks shall be cut flush to within four inches of grade. All resulting debris must be promptly removed from the site and disposed of at an approved off-site facility. The Contractor is expected to complete each monthly removal list—averaging approximately 42 trees—within 25 business days of issuance. Any trees removed in error shall be replaced at the Contractor's expense. To ensure operational efficiency, removals should be completed section-by-section as designated by the Village.

e) Stump Removal

All stump locations shall be surveyed for underground utilities prior to grinding. Stumps should be removed within one week following the corresponding tree removal. Grinding shall be completed to a depth of at least eight inches below grade, or as otherwise specified by the Village Representative.

In addition, all surface roots within a six-foot radius of the stump and within three feet of any adjacent sidewalk must be removed. Stump grindings should be immediately cleared from the site and may not be used as backfill material. All stumps included in the Village's monthly removal list must be fully addressed within 25 business days of issuance. Any damage to surrounding plantings or parkway areas must be promptly reported and restored in accordance with accepted arboricultural best practices.

f) Site Restoration and Clean-Up

All grindings, limbs, trunks, and other debris must be removed from the site at the end of each day's operations. Within 48 hours of stump removal, the Contractor shall backfill the site using Village-approved topsoil and apply seed and seed blanket, or sod if directed. All disturbed areas must be restored to the adjacent grade and left in a clean, safe, and hazard-free condition. Backfill must be properly leveled and compacted to minimize future settlement, and woodchips may not be used as backfill material. Work areas must remain clear of obstructions

to sightlines, pedestrian pathways, and vehicle access. Debris may not be left on the parkway overnight or over weekends unless the Village provides prior written approval. Any turf damage, divots, or ruts caused by equipment must be repaired to match pre-existing conditions.

The Contractor is solely responsible for debris removal and shall not use Village facilities for disposal under any circumstances.

g) Emergency and Disaster Response

Upon notice from the Village Representative, the Contractor must provide a minimum three-person crew equipped with a chipper truck, chipper, and aerial truck within 90 minutes. Additional equipment, including two log grapple loaders, may be requested by the Village.

Hourly emergency rates must include all labor, equipment, and materials. Separate rates shall be submitted for work performed during standard business hours and after-hours. Travel time is not billable; compensation applies only to hours worked on-site.

All work must be documented and verified for approval and payment.

h) Travel Time and Trip Charges

For emergency response, only on-site labor hours are eligible for compensation. Travel time to and from the work site (portal-to-portal) shall not be billed. Detailed records of time on-site and tasks performed must accompany all emergency invoices.

i) Temporary No-Parking Signage

The Contractor is responsible for evaluating work sites in advance to determine whether temporary 'No Parking' signage is necessary. The Contractor shall obtain signage from the Village and post it at least 72 hours prior to enforcement. Signs must be removed promptly upon completion of work in the area.

j) Compliance and Enforcement

Strict adherence to the timelines, safety protocols, and restoration requirements outlined in this section is expected. Failure to meet performance standards, including delays, improper removals, inadequate restoration, or unauthorized debris disposal, may result in corrective action or termination of the Agreement.

GROUP B – TREE TRIMMING AND ANNUAL TREE ASSESSMENT

Group B encompasses both the Village's scheduled tree pruning program and the completion of an annual tree condition assessment and inventory. The Village is divided into six geographic zones, with one zone prioritized each year for both assessment and comprehensive trimming. The Contractor shall also be available to perform additional as-needed and emergency tree pruning outside of the regular schedule to address hazards, obstructions, or resident requests. All work shall be performed to the highest standards and under the direction of the Village representative.

a) Scope of Services

This group includes the following work elements:

- Annual tree trimming by zone, following the Village's six-year rotation cycle
- Non-emergency as-needed tree trimming throughout the year
- Emergency tree trimming to address public safety or storm-related damage
- Completion of a tree condition assessment for the designated annual zone, including recommendations for removal or maintenance
- Debris removal and site restoration after all pruning activities
- Resident notification and field coordination with Village Representative

b) Scheduling and Response Requirements

Task	Average Monthly Volume (Approximate)	Response Requirement	Completion Deadline
Annual tree trimming (by zone)	Variable	Notice issued each February	Within 25 business days
As-needed tree trimming	58 trees	Acknowledge within 24 hours	Within 25 business days
Emergency tree trimming	Variable	On-site within 90 minutes	Until hazard is mitigated
Tree assessment and survey	Zone-wide	Monthly report submittal	Reviewed and confirmed by Village

All work during standard hours (Monday–Friday, 7:00 AM to 5:00 PM) is considered non-emergency unless otherwise specified.

c) Tree Assessment and Reporting

The Contractor shall conduct a complete assessment of parkway trees in the designated zone and submit a monthly report to the Village Representative. Each entry shall include:

- Address / Location – Including house number, street name, and side of street
- Condition Rating – Rated as *Good*, *Fair*, *Poor*, or *Dead* based on visible signs of stress, structure, pest or disease damage, and environmental conditions
 - Good – A good tree shows no major problems.
 - Fair – A fair tree has minor problems that may be corrected with time or corrective action.
 - Poor – A poor tree has major problems that are irrecoverable.
 - Dead – A dead tree shows no signs of life.
- Recommended Action – Categorized as *Trim*, *Remove*, or *No Action*
 - Remove – A tree that has a poor or dead condition rating.
 - Trim – A tree that is overgrown and needs trimming maintenance.
 - No Action – A tree that received a fair or good condition rating.

The Village Representative will review submittals and provide the final approved trimming list for execution.

d) Pruning Standards and Operations

All tree pruning shall conform to ANSI A300 standards and National Arborist Association Class II pruning guidelines. Work includes:

- i. Cleaning – Remove dead, diseased, or damaged limbs 1" in diameter or larger. Maintain branch collars and reduce water sprouts by one-third.
- ii. Clearance – Maintain 14 ft over streets, 8 ft over sidewalks, and 10 ft over buildings. Make proper structural reduction cuts to protect canopy integrity.
- iii. Structural Pruning – Remove interfering or crossing branches. Promote strong central leaders. Special care shall be given to "V" unions.
- iv. Mature Trees – Do not remove more than 15% of live canopy. Preserve interior structure and avoid over-thinning. Large interior limbs (>4") shall only be removed with approval.
- v. Pruning Cuts and Tools – All cuts must protect the branch collar and produce clean, circular wounds. No flush or stub cuts allowed. Use proper equipment; chainsaws may not be used for live branches <2". Climbing spikes are prohibited.

e) Emergency Tree Trimming

Upon notification, the Contractor shall mobilize a minimum two-person crew with chipper truck, chipper, and aerial truck within 90 minutes. The Contractor shall maintain a 24-hour emergency contact number and must

respond to storm-related and hazardous tree conditions in a timely manner to ensure public safety.

f) Site Restoration and Clean-up

The Contractor is responsible for full restoration of all work sites to their pre-work condition, including removal of branches, sawdust, and debris. No material may obstruct sidewalks, driveways, or curbs. In snow conditions, debris must be removed immediately to prevent interference with Village plowing operations. Damage caused by the Contractor must be repaired at their expense. Any additional trimming required prior to final acceptance shall also be completed at the Contractor's cost.

g) Public Notification and Field Coordination

The Village will notify residents at least two weeks in advance of scheduled trimming via door hangers to provide time for questions or concerns.

Residents who privately maintain their own parkway trees may request to opt out of Village pruning services.

A pre-pruning field review will be conducted with the Contractor, Village Representative, and a Certified Arborist in overgrown or non-formal parkway areas (e.g., with extensive landscaping or brush).

h) Special Conditions

Unimproved Roadways – Parkway trees along roads without curb and gutter or sidewalk will only be pruned if located within 10 feet of the pavement edge. Further back trees will be addressed through service requests.

Field Oversight – Village staff will be present while work is in progress to ensure proper execution. All field decisions made by the Village Representative are final.

GROUP C – ALTERNATE – BUCKTHORN REMOVAL

This alternate bid item includes the removal and disposal of invasive buckthorn vegetation from designated areas within the Village, as directed by the Village Representative. The scope may include dense thickets, scattered growth, or follow-up treatment areas and is intended to support ecological restoration or site improvement goals.

Scope of Work

- Mechanical and/or manual removal of all species of buckthorn
- Cutting and removal of above-ground growth
- Chemical stump treatment or stump grinding, as directed by the Village
- Collection, hauling, and off-site disposal of all debris
- Restoration of disturbed areas as directed

Performance Standards

All work must comply with applicable state and local regulations for invasive species management, herbicide application, and vegetation control. The Contractor shall take care to protect adjacent desirable vegetation and minimize soil disturbance.

Scheduling

Work will be performed on an as-directed basis. The Contractor shall commence operations within 10 business days of notice to proceed and complete work within the timeframe specified by the Village.

9. INVOICES AND PAYMENTS

The Contractor shall submit invoices to the Village detailing the services provided on a monthly basis. All services shall be invoiced based on unit pricing and quantities used. The Village shall only pay for quantities used or ordered. Quantities may be adjusted up or down based on the needs of the Village. Payment shall be made in accordance with the Local Government Prompt Payment Act.

Invoices shall be delivered to:

Village of Glenview
Attn: Dewayne Balcom, pwbilling@glenview.il.us
 Public Works Department
 2498 East Lake Avenue
 Glenview, IL 60026

10. CALENDAR OF EVENTS (TENTATIVE AND SUBJECT TO CHANGE)

DATE	ACTIVITY
October 2, 2025	Bid sent to potential bidders and advertised on DemandStar.
October 13, 2025	Non-Mandatory Pre-Bid Meeting Microsoft Teams at 10:00 AM Microsoft Teams Need help? Join the meeting now Meeting ID: 215 756 928 644 Passcode: Hg3Kn6gH
October 16, 2025	Last day to submit questions and requests for clarification.
October 20, 2025	Addendum issued if necessary
October 24, 2025	Deadline for Bid Submission. Bids received after the date and time identified will be returned unopened One (1) electronic PDF of the completed/signed bid by October 24, 2025 before 2:00 P.M. CST, to DemandStar. Please see the attached instructions on How to Register in DemandStar, How to Respond to an Electronic Bid in DemandStar, and How to Search for Bids in DemandStar.
November 4, 2025	Recommendation to the Village Board of Trustees
January 1, 2026	Implementation Date

11. ADDITIONAL INFORMATION

Should the bidder require additional information about this bid, please submit questions via email to: purchasing@glenview.il.us. Questions are required **no later than 4:30 P.M. on October 24, 2025.**

ANY and ALL changes to these specifications are valid only if they are included by written Addendum from the Village to All Bidders. No interpretation of the meaning of the plans, specifications or other contract documents will be made orally. Failure of any bidder to receive any such addendum or interpretation shall not relieve the bidder from obligation under this bid as submitted. All addenda so issued shall become part of the bid documents. Failure to request an interpretation constitutes a waiver to later claim that ambiguities or misunderstandings caused a bidder to improperly submit a bid.

The Village recognizes that in some cases the information conveyed in this RFB may provide an insufficient basis for performing a complete analysis of the RFB requirements. Prospective bidders are, therefore, requested to make the best possible use of the information provided, without the expectation that the Village will be able to answer every request for further information or that the schedule for receipt and evaluation of bids will be modified to accommodate such request.

GENERAL TERMS AND CONDITIONS

1. SUBMISSION OF BID

All bids must be submitted electronically through DemandStar.com by the specified opening date and time of the bid. Bids submitted after the specified date and time will not be accepted. Mailed and in person delivery of bids will not be accepted by the Village. Any bid not submitted electronically via DemandStar.com may be rejected as non-responsive.

It is the sole responsibility of the Bidder to submit the **pdf copy** of the bid on DemandStar.com. Instructions for submitting bids are attached to this document and may be found at <https://www.glenview.il.us/purchasing>.

The Village is utilizing DemandStar.com to take the place of the paper bid that would normally be sent to the Village Hall. Respondents are still required to complete all of the bid documents and provide all of the requested information in a pdf file(s) as if they were submitting a paper bid. A scanned copy of the bid bond must be included in the pdf file submission on DemandStar.com.

2. DEFINITIONS

- A. **Base Bid** is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Option Bids/Alternate Bids or Unit Prices.
- B. **Option or Alternate Bid** is an amount stated in the Bid for each item to be added to or deducted from the amount of the Base Bid if the corresponding changes in the Work, as described in the Bidding Documents, if accepted.
- C. **Unit Price** is an amount stated in the bid as a price per unit of measurement for materials, equipment or services, including all overhead and profit for a portion of the Work as described in the Bidding Documents. The Owner may reject or negotiate any unit price which is considered excessive or unreasonable.

In the event of a conflict or calculation error between the total base bid pricing, and/or extension pricing, the Unit Price shall prevail.

- D. **Option Price** is a base bid price that may be accepted in lieu of the base bid.

3. RESPONSIVE BID

- A. A "Responsive Bid" is defined as a "bid which conforms in all material respects to the requirements set forth in the invitation for bids." Bidders are hereby notified that any exceptions to the requirements of this bid may be cause for rejection of the bid.
- B. Bidders shall promptly notify the Village of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents. Interpretations, corrections and changes will be made by addendum. **Each bidder shall ascertain prior to submitting a bid that all addenda have been received and acknowledged in the bid.**

4. UNBALANCED BIDDING

Bidders shall not submit a bid, which contains irregularities of any kind, including unbalanced bids. By an unbalanced bid, it is meant that one or more separate items or subsections are substantially out of line with the current market price for the materials and/or work covered herein.

The Village further reserves the right not to award or to negotiate any items whose unit prices or subsection appears excessive or unbalanced. Furthermore, the Village reserves the right to reject the unbalance item(s) and to contract with another provider for the services without giving further consideration to the bidder.

5. WITHDRAWAL OF BID

Bids may be withdrawn at any time prior to the advertised bid opening through DemandStar.com or by submitting a request in writing to the Purchasing Manager at purchasing@glenview.il.us. Bidders withdrawing their bid prior to the date and time set for the bid opening may still submit another bid if done so in accordance with these instructions. After the bid opening time, no bid shall be withdrawn or canceled for a period of ninety (90) calendar days thereafter. The successful Bidder shall not withdraw or cancel its bid after having been notified that the Village's board of trustees have accepted said bid.

6. DOCUMENTS OBTAINED FROM OTHER SOURCES

The Village of Glenview and DemandStar are the only official sources for bid packages and supporting materials. To ensure receipt of addenda and any other notices concerning this project, bidders must either email purchasing@glenview.il.us confirming receipt of the bid documents (i.e. request to be added to the planholders list) or download a copy of the bid documents directly from DemandStar. The Village cannot ensure that bidders who do not email purchasing@glenview.il.us or have not downloaded the bid documents from DemandStar will receive addenda and other notices. All bidders are advised that bids that do not conform to the requirements of this bid package, including compliance with and attachment of all addenda and other notices, may, at the Village's discretion, be rejected as nonresponsive and/or the bidder disqualified. **In such cases, the Village will NOT rebid the project absent extraordinary circumstances.**

7. CONTACT WITH VILLAGE PERSONNEL

All bidders are prohibited from making any contact with the Village President, Village Trustees, or any other official or employee of the Village (collectively, "Village Personnel") with regard to the Project, other than in the manner and to the person(s) designated herein. The Village Manager reserves the right to disqualify any bidder found to have contacted Village Personnel in any manner with regard to the Project. Additionally, if the Village Manager determines that the contact with Village Personnel was in violation of any provision of 720 ILCS 5/33EE, the matter will be turned over to the Cook County State's Attorney for review and prosecution.

8. CONTRACTOR REPRESENTATIONS

Contractor hereby represents and warrants as follows:

A. It is a company which is validly existing and duly authorized to do business under the laws of the State of Illinois, with power and authority to conduct its business as currently conducted and as contemplated by this Agreement.

B. All necessary corporate, regulatory, or other similar action has been taken to authorize and empower Contractor to execute, deliver and perform this Agreement. The person(s) executing this Agreement on behalf of Contractor is duly authorized to do so and this Agreement is a legal, valid and binding obligation of each and all of the owners, shareholders, officers, managers, partners or members of Contractor, enforceable against them in accordance with its terms, subject to bankruptcy, equitable principles and laws affecting creditor's rights generally.

C. Except only for those representations, statements or promises expressly contained in the Agreement Documents, no representation, statement or promise, oral or in writing, of any kind whatsoever by the Village, its officials, agents, or employees has induced Contractor to enter into this Agreement or has been relied upon by Contractor.

D. No proceeding of any kind, including, but not limited to, litigation, arbitration, judicial or administrative, is pending or threatened against or contemplated by Contractor which would under any circumstance have any material adverse effect on the execution, delivery, performance or enforceability of this Agreement. As of the date of execution of this Agreement, Contractor has not received notice, or has a reasonable basis for believing that Contractor or any of its members, shareholders, partners, associates, officers, managers or employees are the subject of any criminal action, complaint or investigation pertaining to any felony charge, or any civil action or claim predicated on alleged acts of antitrust violations; business fraud; discrimination due to race, creed, color, disability, gender, marital status, age, national origin, or religious affiliation.

E. This Agreement constitutes a valid, legal and binding obligation of Contractor, and to the extent permissible by law, is enforceable against it in bankruptcy, insolvency, reorganization, moratorium and other laws affecting the enforcement of creditors' rights generally and to general principles of equity, regardless of whether such enforcement is considered in a proceeding in equity or at law.

F. Contractor shall provide prompt notice to the Village whenever any of the representations or warranties contained herein ceases to be true or correct.

9. DISCLOSURES AND POTENTIAL CONFLICTS OF INTEREST (30 ILCS 500/50-35)

The Village's Code of Ethics prohibits public officials or employees from performing or participating in an official act or action with regard to a transaction in which he has or knows he will thereafter acquire an interest for profit, without full public disclosure of such interest. This disclosure requirement extends to the spouse, children and grandchildren, and their spouses, parents and the parents of a spouse, and brothers and sisters and their spouses.

To ensure full and fair consideration of all bids, the Village requires all Bidders, including owners or employees, to investigate whether a potential or actual conflict of interest exists between the Bidder and the Village, its officials, and/or employees. If the Bidder discovers a potential or actual conflict of interest, the Bidder must disclose the conflict of interest in its bid, identifying the name of the Village official or employee with whom the conflict may exist, the nature of the conflict of interest, and any other relevant information. The existence of a potential or actual conflict of interest does NOT, on its own, disqualify the disclosing Bidder from consideration. Information provided by Bidders in this regard will allow the Village to take appropriate measures to ensure the fairness of the bidding process.

The Village requires all bidders to submit a certification, enclosed with this bid packet, that the bidder has conducted the appropriate investigation and disclosed all potential or actual conflicts of interest.

By submitting a bid, all Bidders acknowledge and accept that if the Village discovers an undisclosed potential or actual conflict of interest, the Village may disqualify the Bidder and/or refer the matter to the appropriate authorities for investigation and prosecution.

10. RESPONSIVENESS OF BIDS

Bids shall be evaluated as follows (not listed in order of priority) to determine responsiveness:

- Bid pricing
- Compliance with specifications
- Submittal of required documentation

9. JOINT PURCHASING/PURCHASING EXTENSION

The purchase of goods and services pursuant to the terms of this Agreement shall also be offered for purchases to be made by other governmental units, as authorized by the Governmental Joint Purchasing Act, 30 ILCS 525/0.01, *et seq.* (the "Act"). All purchases and payments made under the Act shall be made directly by and between each governmental unit and the successful bidder. The bidder agrees that the Village of Glenview shall not be responsible in any way for purchase orders or payments made by other governmental units. The bidder further agrees that all terms and conditions of this Agreement shall continue in full force and effect as to the other governmental unit during the extended term of this Agreement.

Bidder and the other governmental unit may negotiate such other and further terms and conditions to this Agreement ("Other Terms") as individual projects may require. In order to be effective, Other Terms shall be reduced to writing and signed by a duly authorized representative of both the successful bidder and the other governmental unit.

The bidder shall provide the other governmental unit with all documentation as required in the RFB, and as otherwise required by the Village of Glenview, including, but not limited to:

- 100% performance and payment bonds in the amount awarded by the respective governmental unit
- Certificate of insurance naming each additional governmental unit as an additional insured
- Certified payrolls to each governmental unit for work performed

10. MODIFICATIONS

Bidders shall be allowed to modify/withdraw their bids prior to opening. Once bids have been received and opened, bids cannot be withdrawn or modified without the approval of the Village's Board of Trustees.

This Agreement may be amended or supplemented only by an instrument in writing executed by both of the parties hereto.

11. ASSIGNMENT

Neither the Contractor nor the Village shall assign any duties or performance under this Agreement without the express written consent of the other.

12. NO IMPLIED WAIVERS

The failure of either party at any time to require performance by the other party of any provision of this Agreement shall not affect in any way the full right to require such performance at any time thereafter. Nor shall the waiver of either party of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself.

13. PREVAILING WAGE

If this contract calls for the construction of a "public work", within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01et 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 wage" (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 at <http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-rates.aspx>. All contractors and subcontractors rendering services under this contract must comply with all requirement of the Act, including but not limited to, all wage, notice and record keeping duties.

14. CERTIFIED PAYROLL REQUIREMENTS

Pursuant to PA 100-1177 and in accordance with 820 ILCS 130/5.1, contractors shall submit to the Illinois Department of Labor (IDOL) all certified payroll records for prevailing wage work performed by contractor employees or subcontractors. IDOL is charged with developing and maintaining an online portal for prevailing wage construction contractors to file their certified payrolls. The portal may be accessed by visiting <https://www2.illinois.gov/idol/LawsRules/CONMED/Pages/certifiedtranscriptofpayroll.aspx>.

15. CHANGE ORDERS

The Village believes that the project is fully defined in the Contract Documents and that Change orders will not be necessary. However, **in the event that a Change Order is required, the Contractor shall review the scope of work to be performed under the contract to suggest alternatives that can be implemented to offset the cost increase of any necessary changes without sacrificing the quality and/or scope of the contract specifications.** All Change Orders and alternative suggestions must be approved by the Village prior to execution.

- A. In case of an increase in the Contract Sum, there will be an allowance for overhead and profit.
- B. The allowance for the combined overhead and profit, including premiums for all bonds and insurance, shall be based on the percentage as bid. This same percentage shall apply to **both extras and credits and for work** performed by the Contractor, a Subcontractor, or Sub-subcontractor.

- C. Detailed written Requests for Change Orders must be submitted to the Purchasing Manager. In order to facilitate checking of quotations for extras or credits, all requests for change orders shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Where major cost items are Subcontracts, they shall also be itemized. Requests will be reviewed by the Purchasing Manager.
- D. Each written Request for a Change Order must be accompanied by written suggestions where costs can be reduced to offset the Change Order increase requested or a written certification stating that the Contractor has reviewed the work to be performed and cannot identify areas where costs can be reduced.
- E. A written Change Order must be issued by the Purchasing Manager prior to commencing any additional work covered by such order. Work performed without proper authorization shall be the Contractor's sole risk and expense.
- F. All change order requests and approvals shall comply with the provisions of 720 ILCS 5/33E-9.

16. RESPONSIBILITY OF BIDDER

Bidders shall be evaluated as follows (not listed in order of priority) to determine responsibility:

- References (Complete the Reference Sheet included herein)
- Firm/Staff Experience

Identify references for similar projects as outlined above. Please include the organization, contact name, title, address, telephone number and cost of the project on the reference sheet provided herein. Failure to provide references as identified may result in the bidder being considered not responsible with no further consideration for award.

No agreement will be awarded to any person, firm or corporation that is in whole or in part, in an unsatisfactory manner, in any agreement with the Village, or who is a defaulter as to surety or otherwise upon any obligation to the Village.

17. ADDITIONS/DELETIONS

The quantities indicated are estimated quantities. The Village does not guarantee any specific amount and shall not be held responsible for any deviation. This contract shall cover the Village's requirements whether more or less than the estimated amount.

The Village reserves the right to increase and/or decrease quantities, or add or delete locations during the term of the Agreement, whatever is deemed to be in the best interest of the Village.

18. SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail or apparent omission from it as detailed description concerning any portion shall be interpreted as meaning that only the best commercial material or practice shall prevail and that only items of the best material or workmanship to be used.

19. HOLD HARMLESS

The Contractor agrees to indemnify, save harmless and defend the Village and its respective elected and appointed officials, employees, agents, consultants, attorneys and representatives and each of them against and hold it and them harmless from any and all lawsuits, claims, injuries, demands, liabilities, losses, and expenses; including court costs and attorneys' fees for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of, or in connection with the work covered by this project. The foregoing indemnity shall apply except if such injury is caused directly by the willful and wanton conduct of the Villages, its agents, servants, or employees or any other person indemnified hereafter. The obligations of the Contractor under this provision shall not be limited by the limits of any applicable insurance required by the Contractor. The Contractor's obligations under this Section shall survive the expiration or termination of this Agreement.

20. CHANGE IN STATUS

The Contractor shall notify the Village immediately of any change in its status resulting from any of the following: (a) vendor is acquired by another party; (b) vendor becomes insolvent; (c) vendor, voluntary or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) vendor ceases to conduct its operations in normal course of business. The Village shall have the option to terminate its contract with the vendor immediately on written notice based on any such change in status.

21. TERMINATION

The Village reserves the right to terminate this Agreement, or any part thereof, upon thirty (30) days written notice. In case of such termination, the Contractor(s) shall be entitled to receive payment from the Village for work completed to date in accordance with the terms and conditions of this agreement. In the event that this Contract is terminated due to Contractor's default, the Village shall be entitled to purchase substitute items and/or services elsewhere and charge the Contractor with any or all losses incurred, including attorney's fees and expenses.

22. TERMINATION FOR DEFAULT

The Village reserves the right to immediately terminate this Agreement with written notification for default. Contractor's default shall include but not be limited to: failure to perform or complete tasks outlined in the specifications within the stipulated time frame, failure of requests to provide additional labor, any criminal activity by any staff member within the Village, failure to promptly comply with the contract specifications and repeat non-compliance with the contract specifications after written notice, etc.

23. REFERENCES

The Contractor shall provide customer references using the form identified herein. Each bidder must demonstrate at least five (5) years' prior experience, as a full-time firm, primarily, continuously and actively engaged in the work as identified in the Scope of Work.

The Village reserves the right to contact references, review financial statements and any other resources to determine the capability of the bidder.

24. SUBCONTRACTORS

If any Bidder submitting a bid intends on subcontracting out all or any portion of the engagement, that fact, and the **name of the proposed subcontracting firm(s) must be clearly disclosed in the bid on the form provided herein** (use additional sheets if necessary).

In the event the Contractor requires a change of the subcontractor (s) identified, a written request from the Contractor and a written approval from the Village is required.

Failure to identify subcontractors could result in disqualification.

25. PROTEST PROCEDURE

The full context of Protest Procedures can be found in the Village's Procurement Policy at <https://glenview.il.us/government/Pages/Purchasing.aspx>. An overview of the procedures are included below.

Any bidder wishing to file a protest regarding the bid process may do so by giving written notice to the Village's Purchasing Division within three (3) business days of award. This notice must include a protest bond, the title of the requirement, the request for bid number, the closing date and the nature of the protest.

In the event that the protest cannot be resolved by mutual agreement, the Purchasing Division shall refer the protest to the Village Manager or his/her duly authorized representative within five (5) business days after the protest meeting with a recommendation, in writing, for resolution of the protest. The Village Manager may conduct an evidentiary hearing at his or her sole option, and may designate a representative to preside at such hearing. The Village Manager will conduct a review and make an attempt to resolve the issue in a manner amicable to all parties within ten (10) business days after receipt of the recommendation, date of the hearing or the review, whichever is later.

26. PRECEDENCE

Where there appears to be variances or conflicts, the following order of precedence shall prevail: The Agreement between the Village and Contractor, the Village's Project Specifications, the Village's General Terms & Conditions and Special Terms & Conditions and the Contractor's Bid Response.

27. JURISDICTION, VENUE, CHOICE OF LAW

This agreement shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in the Circuit Court of Cook County, State of Illinois.

28. PROPERTY OF THE VILLAGE

All documents, findings and work products shall become the property of the Village upon payment for services rendered.

29. ON-ENFORCEMENT BY THE VILLAGE

The Contractor shall not be excused from complying with any of the requirements of the agreement because of any failure on the part of the Village, on any one or more occasions, to insist on the Contractor's performance or to seek the Contractor's compliance with any one or more of said terms or conditions.

28. RESERVATION OF RIGHTS

The Village reserves the right to accept the Bid that is, in its judgment, the best and most favorable to the interests of the Village and the public; to reject the low price Bid; to reject any and all Bids; to accept and incorporate corrections, clarifications or modifications following the opening of the Bid when to do so would not, in the Village's opinion, prejudice the bidding process or create any improper advantage to any Bidder; and to waive irregularities and informalities in the bidding process or in any Bid submitted; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defects or informalities, and Bidders should not rely upon, or anticipate, such waivers in submitting the Bid. The enforcement of this Reservation of Rights by the Village shall not be considered an alteration of the bids.

29. NON APPROPRIATIONS

The Village reserves the right to terminate their respective part of this contract or to reject bids, in the event that sufficient funds to complete the contract are not appropriated by the Village Board of Trustees of the Village.

30. COMPETENCY OF BIDDER

If requested in writing by the Village, the Bidder must present within three (3) working days, satisfactory evidence of its ability and possession of the necessary facilities, experience, financial resources and adequate insurance to comply with the terms of the Contract Documents.

31. CONTRACTOR'S LICENSES

The bidder to which the contract is awarded (including subcontractors), prior to commencing any work, must have a valid Contractor's License or other required license on-file with the Village.

32. PERMITS AND LICENSES

A. Contractor shall obtain, at its own expense, all permits and licenses which may be required to complete the Work, and/or required by municipal, state, and federal regulations and laws. Prior to performing any Work, Contractor and all subcontractors must obtain a business license in the Village. Contractor is directed to the permitting requirements (including but not limited fence, construction, demolition, dumpster, electrical, grading, plumbing, right-of-way and roofing permits) contained in the Village's code.

B. Contractor represents that it, its employees, agents and subcontractors shall hold all required licenses, permits, qualifications and certificates, and have duly registered and otherwise complied in all respects with all applicable federal, state and local laws, regulations and ordinances applicable to the performance of this contract.

33. SAFETY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and

programs in connection with the work on this project. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, or injury to all persons and property. The Contractor shall comply with all applicable federal, state, and local safety laws, regulations and codes. The Contractor shall be in charge of, and responsible for, maintaining the site and performing the Work, so as to prevent accidents or injury to persons on, about, or adjacent to the site where the Work is being performed. The Contractor shall maintain and implement, and ensure that all Subcontractors maintain and implement, an appropriate safety/loss prevention program for the protection of the life and health of employees and persons nearby. The Contractor is fully responsible and assumes liability for the failure of Subcontractors to comply with the requirements herein.

34. ADDITIONAL SAFETY STANDARDS

Contractor shall perform all Work in compliance with all applicable Federal, State and local laws and regulations, including but not limited to, the following:

All equipment used under this contract shall be maintained in good operating condition and be appropriately licensed and inspected by the State of Illinois or authority having jurisdiction.

Any hazardous work practice(s) being conducted as determined by Facilities Manager or his/her designee shall be immediately discontinued by the Contractor upon receipt of either written or verbal notice by the Director of Public Works or his/her designee to discontinue such practice(s). The Contractor shall not continue any work which it considers dangerous and shall immediately notify the Director of Public Works or his/her designee if such is the case.

35. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor and no employee or agent of the Contractor shall be deemed for any reason to be an employee or agent of the Village.

36. AUDIT/ACCESS TO RECORDS

- A. The contractor shall maintain books, records, documents and other evidence directly pertinent to performance on the work under this agreement consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards. The contractor shall also maintain the financial information and data used by the contractor in the preparation or support of any cost submissions required under this subsection, (Negotiation of Contract Amendments, Change Orders) and a copy of the cost summary submitted to the owner. The Auditor General, the owner, the Agency, or any of their duly authorized representatives shall have access to the books, records, documents, and other evidence for purposes of inspection, audit, and copying. The contractor will provide facilities for such access and inspection.
- B. If this contract is a formally advertised, competitively awarded, fixed price contract, the contractor agrees to include access to records as specified in above. This requirement is applicable to all negotiated change orders and contract amendments in excess of \$25,000, which affect the contract price. In the case of all other prime contracts, the contractor also agrees to include access to records as specified above in all his contracts and all tier subcontracts or change orders thereto directly related to project performance, which are in excess of \$25,000.
- C. Audits conducted pursuant to this provision shall be consistent with generally accepted auditing standards in accordance with the American Institute of Public Accountants Professional Standards.
- D. The contractor agrees to the disclosure of all information and reports resulting from access to records pursuant to the subsection above. Where the audit concerns the contractor, the auditing agency will afford the contractor an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.
- E. Records under the subsections above shall be maintained and made available during performance of the work under this loan agreement and until three years from the date of final audit for the project. In addition,

those records which relate to any dispute or litigation or the settlement of claims arising out of such performance, costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the date of resolution of such dispute, appeal, litigation, claim or exception.

- F. The right of access conferred by this clause will generally be exercised (with respect to financial records) under:
- i. negotiated prime contractors;
 - ii. negotiated change orders or contract amendments in excess of \$25,000 affecting the price of any formally advertised, competitively awarded, fixed price contract; and
 - iii. subcontracts or purchase orders under any contract other than a formally advertised, competitively awarded, fixed price contract.
- G. This right of access will generally not be exercised with respect to a prime contract, subcontract, or purchase order awarded after effective price competition. In any event, the right of access shall be exercised under any type of contract or subcontract:
- i. with respect to records pertaining directly to contract performance, excluding any financial records of the contractor; and
 - ii. if there is any indication that fraud, gross abuse, or corrupt practices may be involved.

37. CONFIDENTIALITY

Contractor understands that it may receive or gain access to information that is confidential or highly sensitive in nature and acknowledges that such information will be used only for the purpose of fulfilling its obligations under the Agreement. Further, any output from this Agreement is to be kept confidential and is for the sole use of the Village. Contractor shall not reveal such information and/or output to other parties without the express written permission of the Village. All records and documents received by Contractor from the Village shall remain the sole property of the Village and all such records, or exact copies thereof, shall be turned over intact to the Village within ten (10) days of the Village's request.

Confidential information shall include, without limitation:

- A. All information that concerns the business affairs of the Village including, without limitation, financial information, and all other data, records, and proprietary information involving the Village's business operations;
- B. Any information developed or created by Contractor in connection with the services being rendered under this Agreement by Contractor; and
- C. Any other information reasonably identified by the Village as confidential; provided however that confidential information shall not include the following:
 - i. Information known by, or generally available to the public at large through no breach by Contractor of this Agreement;
 - ii. Any information given to Contractor by a third party without continuing restrictions on its use;
 - iii. Information disclosed by Contractor with the Village's written approval; and
 - iv. Information required to be disclosed by law.

38. FREEDOM OF INFORMATION ACT

As a Contractor of the Village, Contractor may be subject to certain records requests brought pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/1, et seq. (the "Act") Contractor agrees to cooperate with the Village to answer requests for records brought pursuant to the Act for which Contractor may have records in its possession.

39. OMISSIONS/HIDDEN CONDITIONS

The drawings and/or specifications are intended to include all work and materials necessary for completion of the work. Any incidental item of material, labor, or detail required for the proper execution and completion of the work and omitted from either the drawings or specifications or both, but obviously required by governing codes, federal or state laws, local regulations, trade practices, operational functions, and good workmanship,

shall be provided as a part of the contract work at no additional cost to the owner, even though not specifically detailed or mentioned.

40. NEW PARTS AND MATERIALS: TITLE

Equipment and materials must be of current date (latest model or supply) and meet specifications. This provision excludes the use of surplus, re-manufactured or used products, whether in part or in whole, except where specifications explicitly provide, therefore. Further, the bidder warrants that it has lien free title to all equipment, supplies, or materials purchased under the terms of this contract.

41. EXCEPTIONS TO SPECIFICATIONS

Any exceptions to these specifications shall be listed and fully explained on a separate page entitled "Exceptions to Specifications", prepared by the Bidder on its firm's letterhead, to be attached to and submitted with these documents at the time of submission of the bid. **Each exception must refer to the page number and paragraph to which it pertains.** The nature of each exception shall be fully explained. Bidders are cautioned that any exceptions to these specifications may be cause for rejection of the bid.

Should a Bidder submit a bid where any exception is not clearly marked, described and explained, the Village will consider the bid to be in strict compliance with these specifications. If then awarded an agreement, the successful Bidder shall comply with all requirements in accordance with these specifications.

42. FIELD MODIFICATIONS

A field modification is written by the Village to the contractor for purposes of clarification of the specifications or plans. A field modification is limited to items that do not change the scope of the project. Field modifications do not affect either the project cost or completion date.

Field modifications become part of the Contract Documents and become binding upon the contractor if he fails to object within three (3) working days after receiving the modification. A field modification may be used as the basis of a project cost change or contract extension if all parties agree on the field modification form to a potential future claim of either party, or that the field modification will be complied with, but under protest.

41. NOTICE TO PROCEED

No work shall be undertaken prior to contract approval by the Contractor and the Village and the issuance of a Notice to Proceed and purchase order.

42. GUARANTIES AND WARRANTIES

All guaranties and warranties required shall be furnished by the bidder and shall be delivered to the Village before the final voucher on the contract is issued.

43. SECURITY GUARANTEE

Each bidder shall submit a Bid Bond to serve as a guarantee that the bidders shall enter into a contract with the Village to perform the work identified herein, at the price bid. As soon as the bid prices have been compared, the Village will return the bonds of all except the three lowest responsible bidders. When the Agreement is executed the bonds of the two remaining unsuccessful bidders will be returned. The bid bond of the successful bidder will be retained until the payment bond and performance bond have been executed and approved, after which it will be returned.

Any bid not complying with the Security requirement may be rejected as non-responsive.

A scanned copy of the bid bond must be included in the pdf file submission on DemandStar.com.

44. CONTRACT BONDS

The successful Contractor shall furnish within ten (10) calendar days after being notified of the acceptance of bid:

6.1 A performance bond satisfactory to the Village, executed by a surety company authorized to do

business in the State of Illinois, in an amount equal to 100 percent (100%) of the purchase order issued by the Village as security for the faithful performance of the Village's contract; and

6.2 A payment bond satisfactory to the Village, executed by a surety company authorized to do business in the State of Illinois, for the protection of all persons supplying labor and materials to the Contractor or Subcontractors for the performance of work provided for in the contract, in an amount equal to 100 percent (100%) of the purchase order issued by the Village.

6.3 Documents required by this section must be received and approved by the Owner before a written contract will be issued.

All bonds must be from companies having a rating of at least A-minus and of a class size of at least X as determined by A.M. Best Ratings.

45. SEVERABILITY

If any part of this Agreement shall be held to be invalid for any reason, the remainder of this Agreement shall be valid to the fullest extent permitted by law.

46. NOTICES

Any notices or demands, which may be or are required, to be given by either party to the other under this Agreement shall be in writing, and all notices, demands and payments required to be given or made hereunder shall be given or made either: (a) by hand delivery; or (b) by United States certified mail, postage prepaid addressed to the Village or Contractor, respectively, at the following addresses, or at such other place as the Village or Contractor may from time to time designate in writing:

If to the Village:
The Village of Glenview
2500 East Lake Avenue
Glenview, IL 60026
Attn: _____

With a copy to:
Julie A. Tappendorf
Ancel Glink
140 S. Dearborn Street, 6th Floor
Chicago, IL 60603

If to the Contractor:

Attn: _____

With a copy to:

SPECIAL TERMS & CONDITIONS

1. INSURANCE

The Contractor shall be required to purchase and maintain during the life of the Agreement, the following required insurance with limits of not less than set forth below:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

Coverage on an occurrence basis that insures against claims for bodily injury (including death), property damage and personal and advertising injury arising out of or in connection with any Services under the Agreement, whether such operations or services are by the Contractor or a subcontractor. The minimum limits of liability for this insurance is as follows:

- a. \$1,000,000 combined single limit - each occurrence
- b. \$1,000,000 personal and advertising injury;
- c. \$2,000,000 combined single limit - general aggregate; and
- d. \$1,000,000 combined single limit - products/completed operations aggregate.

This insurance shall include coverage for all of the following:

- e. When the following box is checked - ☐ any general aggregate limit shall apply per project;
- f. Liability arising from premises and operations;
- g. Liability arising from the actions of independent contractors;
- h. When the following box is checked - ☐ liability arising from the explosion, collapse and underground hazards;
- i. Liability arising from products and completed operations with such coverage to be maintained for two (2) years after termination of the Agreement;
- j. Contractual liability including protection for the Contractor from bodily injury (including death) and property damage claims arising out of liability assumed under any resulting Agreement; and

On all Commercial General Liability Insurance policies, the Village, its elected and appointed officials and its employees shall be named as additional insureds, on a primary and non-contributory basis. The endorsements evidencing the additional insured status required herein shall accompany the certificates of insurance furnished to the Village under this Section.

B. BUSINESS AUTO LIABILITY INSURANCE

At least \$1,000,000 combined single limit each accident, covering bodily injury (including death) and property damage claims arising out of the ownership, maintenance or use of owned, non-owned, and hired autos.

C. WORKERS' COMPENSATION INSURANCE

Statutory benefits as required by Illinois law, including standard Other States Insurance and Employers' Liability Insurance with limits of at least \$1,000,000 each accident/\$1,000,000 each employee disease/\$1,000,000 disease policy limit. The minimum employers' liability limits may be satisfied with a combination of employers' liability and umbrella excess liability insurance.

D. UMBRELLA EXCESS LIABILITY or EXCESS LIABILITY INSURANCE

Umbrella Excess Liability or Excess Liability insurance with minimum limits of:

- a. \$5,000,000 combined single limit - each occurrence;
- b. \$5,000,000 combined single limit – aggregate other than products/completed operations and auto liability; and
- c. \$5,000,000 combined single - products/completed operations aggregate.

This insurance shall include all of the following coverages on the applicable schedule of underlying

insurance:

- d. Commercial general liability;
- e. Business auto liability; and
- f. Employers' liability,

and shall follow form with the coverage provisions required for underlying insurance.

E. PROFESSIONAL LIABILITY INSURANCE

Professional Liability Insurance with limits of at least \$1,000,000 each occurrence and \$2,000,000 aggregate, for claims alleging acts, errors or omissions by the Contractor or its subcontractors, arising from the rendering or failure to render Contractor's professional services under the Agreement.

The Contractor shall not commence services under the Agreement until it has obtained, at its own expense, all required insurance and such insurance has been approved by the Village; nor shall the Contractor allow any subcontractor to commence operations or services on any subcontract until all insurance required of the subcontractor has been so obtained and approved by the Contractor. Approval of the Contractor's required insurance will be granted only after submission to the Village of original certificates of insurance and any required endorsements evidencing the required insurance, signed by authorized representatives of the insurers, to the Village via e-mail to purchasing@glenview.il.us.

1. The Contractor shall require all subcontractors to maintain during the term of the Agreement, commercial general liability insurance, business auto liability insurance and workers' compensation and employers' liability insurance to the same extent required of the Contractor in 1.A., 1.B., 1.C. and 1.E. (when required) herein. The Contractor shall furnish subcontractor's certificates of insurance to the Village immediately upon the Village's request.
2. Providing any insurance required herein does not relieve the Contractor of any of the responsibilities or obligations assumed by the Contractor in the Agreement or for which the Contractor may be liable by law or otherwise.
3. Failure to provide and continue in force insurance as required herein may be deemed a material breach of the Agreement and shall be grounds for immediate termination of the Agreement by the Village, in the Village's sole discretion.
4. Failure of the Village to receive from Contractor certificates or other evidence of full compliance with these insurance requirements or failure of the Village to identify a deficiency in these requirements from such certificates or other evidence provided shall not be construed as a waiver of Contractor's obligation to maintain required insurance.
5. By requiring insurance and insurance limits herein, the Village does not represent that coverage and limits will necessarily be adequate to protect Contractor.
6. The Contractor shall advise the Village via email to purchasing@glenview.il.us and by certified mail, return receipt requested, within two (2) business days after Contractor's receipt of any notice of cancellation, non-renewal, or other termination of, or any substantive change to any insurance policy providing or represented as providing the coverages mandated herein. Failure to do so may be construed as a material breach of the Agreement.
7. The Contractor's and all subcontractor's insurers must be lawfully authorized to do business in the State of Illinois and must be acceptable to the Village, in their sole discretion. All such insurers must have a Best's Financial Strength Rating of "A" or better, and a Financial Size Category of "Class VII" or better in the latest evaluation by the A. M. Best Company, unless the Village grants specific prior written approval for an exception.
8. Any deductibles or retentions of \$5,000 or greater (\$10,000 for umbrella excess liability) for any policies required hereunder shall be disclosed by the Contractor, and are subject to the Village's prior written approval. Any deductible or retention amounts elected by the Contractor or its subcontractor or imposed by

Contractor's or its subcontractor's insurer(s) shall be the sole responsibility of Contractor or its subcontractors and are not chargeable to the Village as expenses.

9. If any required insurance purchased by the Contractor or its subcontractors has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included remain the same. Contractor or its subcontractor must either:

- a. Agree to provide certificates of insurance to the Village evidencing the above coverages for a period of two (2) years after termination. Such certificates shall evidence a retroactive date no later than the beginning of the Services under the Agreement, or;
- b. Purchase an extended (minimum two (2) years) reporting period endorsement for each such "claims made" policy in force as of the date of termination and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance and a copy of the endorsement itself. Such certificates and copy of the endorsement shall evidence a retroactive date no later than the beginning of the Services under the Agreement.

10. Certificate **of Insurance** that states the Village of Glenview has been endorsed as an "additional insured" by the Contractor's **insurance carrier**. **Specifically, this Certificate must include the following language: "The Village of Glenview and their respective elected and appointed officials, employees, agents, consultants, attorneys and representatives, are, and have been endorsed, as an additional insured under the above referenced policy number(s)_____ on a primary and non-contributory basis for general liability and automobile liability coverage for the duration of the contract term."**

2. WARRANTY

- A. Contractor warrants to the Village that all materials furnished under this Contract shall be new and of the most suitable grade for the purpose intended and that all Work shall be of good quality, free from faults and defects and in conformance with the Contract Documents. Prior to Final Completion, Contractor shall deliver to the Village all warranties required under the Contract Documents, or to which Contractor is entitled from manufacturers, suppliers, and Subcontractors. Unless otherwise provided, all warranties for products and materials incorporated into the Work shall begin on the date of Substantial Completion and remain in effect for a period of one (1) year.
- B. Neither the final payment, any provision in the Contract Documents nor partial or entire use or occupancy of the premises by the Owner shall constitute an acceptance of Work not done in accordance with Contract Documents or relieve the Contractor or its sureties of liability with respect to any warranties or responsibilities for faulty or defective materials and workmanship. Contractor or its sureties shall remedy any defects in Work and any resulting damage to Work at its own expense. Contractor shall be liable for correction of all damage resulting from defective Work. If Contractor fails to remedy any defects or damage, the Village may correct the defective Work or repair damages and the cost and expense incurred shall be paid by or be recoverable from the Contractor or its surety.
- C. Contractor warrants that the Work shall be done in a workmanlike manner in strict accordance with the Contract Documents and guarantees that the labor and material will be free of defects for the period stated in the Contract Documents, but in no event less than one (1) year from the date of Substantial Completion.

3. EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT (30 ILCS 570/)

Pursuant to 30 ILCS 570/0.01 *et seq.*, any month immediately following 2 consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5% as measured by the United States Department of Labor, the Contractor shall employ only Illinois laborers on this project unless Illinois laborers are not available, or are incapable of performing the particular type of work involved, which the contractor must certify with the Village's Purchasing Division.

4. EQUAL EMPLOYMENT OPPORTUNITY

The successful Proposer shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.*, as

amended, and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), which is incorporated herein by reference. Additionally, the consultant shall comply with any Fair Employment Ordinance that has been adopted by the Village.

5. ILLINOIS HUMAN RIGHTS ACT (775 ILCS 5/)

In the event the Contractor's non-compliance with the provision of the Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Applicable Rules and Regulations of the Illinois Department of Human Rights ("Department"), the contractor 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 cancelled or voided in whole or part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

6. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT (820 ILCS 265/1, et seq.)

Contractor shall comply with all provisions of 820 ILCS 265/1, *et seq.* including having in place, and providing to the Village, a written substance abuse program for the prevention of substance abuse among employees PRIOR to commencement of work on a Village project. Contractor shall be responsible for ensuring its substance abuse program meets or exceeds the standards set forth in the Substance Abuse Prevention on Public Works Projects Act. If a collective bargaining agreement is in effect that fulfills the aforementioned requirements, Contractor shall provide the Village with a copy of the relevant sections of said agreement in lieu of the written substance abuse program.

7. WAIVER OF WORKERS COMPENSATION/OCCUPATIONAL DISEASE EXPENSE REIMBURSEMENT

The Contractor agrees to waive any and all rights to reimbursement of workers' compensation expenses under Section 1(a)(4) of the Illinois Workers' Compensation Act (820 ILCS 305), and as amended; and the Contractor agrees to waive any and all rights to reimbursement of occupational disease expenses under Section 1(a)(3) of the Illinois Occupational Diseases Act (820 ILCS 310), and as amended.

8. TOXIC SUBSTANCES DISCLOSURES

All bidders must comply with the requirements of the Toxic Substance Disclosure to Employees Act, for any materials, supplies, and covered by said Act.

9. ALTERNATE AND MULTIPLE BIDS

Unless otherwise indicated in these documents, the bidder may not submit alternate or multiple bids as part of this package. The submission of more than one bid within a single package may be cause for rejection of any or all of the bids of that bidder.

10. EQUALITY/BRAND NAME

Whenever this RFB mentions an item by name and uses specific descriptions, it is intended to convey to the Contractor an understanding of the standard of excellence required by the village. Items of equal type, quality, and size, which will conform substantially to the standard of excellence established to provide equivalent merit, strength, durability, and to perform the required functions in accordance with this RFB may be offered. Manufacturer/model names provided in the bid specifications herein convey the standard and uniformity the Village demands.

It shall be understood that prior to bidding a substitute, the bidder must receive prior **written** approval. Therefore, it shall be understood that, by submitting a bid, the bidder is stating to the Village that no substitutions were made and that the bidder's pricing is based upon pre-approved brands.

The Village shall be the sole determiner about whether a substitute item is equal to the item specified.

11. SUBSTITUTIONS

No substitutions shall be allowed during the term of this agreement without written consent from the Village's Purchasing Division. The contractor shall request permission to substitute an item of equal or higher quality when an item ordered is unavailable for delivery within the time required by the Department of Facilities.

12. AFFIDAVITS

The following affidavits included in these contract documents must be executed and submitted with the bid:

- a) References
- b) Disqualification of Certain Bidders (affirmation by signing bid form)
- c) Affidavit/Anti-collusion
- d) Conflict of Interest Form
- e) Tax Compliance
- f) Identification of Subcontractors
- g) Participation Affidavit

13. COORDINATION

The Contractor shall appoint a single point of contact for communications and coordination with the Public Works Director or his/her designee. This individual shall be responsible for arranging work assignments, follow-up monitoring and supervision of work.

14. REPORTING

A status report indicating the work completed the week prior and the work planned for the current week should be provided to the Director of Public Works or his/her designee weekly. The weekly report should also indicate any issues that the Contractors staff have experienced during the week as well as any work planned that was not accomplished.

15. SUPERVISION

The Contractor is responsible for supervising all employees and their work. Any work which the Public Works Director or his/her designee determines not to be satisfactory must be performed again at the Contractor's own expense. The Contractors supervisor should conduct random or spot inspections of its employees work.

The Contractors supervisor is also responsible for training new personnel and any additional training of experienced personnel as requested by the Village at the Contractor's expense. Training includes, but shall not be limited to, geographic areas of the Village, field equipment, and safety. The Village reserves the right to require a replacement of the Supervisor if they do not meet Village standards.

16. DAMAGES

The Contractor is responsible for any damage to public or private property caused as a result of their work. The Contractor shall take all necessary steps to prevent damage to public right-of-ways, trees, businesses, houses, sidewalks, and other real or personal property. If any claims are filed by residents, the Contractor should resolve all claims and report the claim to the Public Works Director or his/her designee within 12 hours.

LABOR STATUTES, RECORDS AND RATES CONSTRUCTION CONTRACTS FOR VILLAGE OF GLENVIEW - STATE OF ILLINOIS

All Contractors shall familiarize themselves with all provisions of all Acts referred to herein and in addition shall make an investigation of labor conditions and all negotiated labor agreements which may exist or are contemplated at this time. Nothing in the Acts referred to herein shall be construed to prohibit the payment of more than the prevailing wage scale.

In the employment and use of labor, the Contractor and any subcontractor of the Contractor shall conform to all Illinois Constitutional and statutory requirements including, but not limited to, the following:

- 1.0 Equal Employment Opportunity:
 - 1.1 Illinois Constitution, Article I, Section 17, which provides: "All persons shall have the right to be free from discrimination on the basis of race, color, creed, national ancestry and sex in the hiring and promotion practices of any employer or in the sale or rental of property."
 - 1.2 Illinois Constitution, Article I, Section 18, which provides: "The equal protection of the laws shall not be denied or abridged on account of sex by the state of its units of local government and school districts."
 - 1.3 The Public Works Employment Discrimination Act, 775 ILCS 10/1, provides in substance that no person may be refused or denied employment by reason of unlawful discrimination, nor may any person be subjected to unlawful discrimination in any manner in connection with contracting for or performance of any work or service of "any kind by, for, on behalf of, or for the benefit of the State, or of any department, bureau, commission, board or other political subdivision or agency thereof."
 - 1.4 Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.*, as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), which is incorporated herein by reference. Furthermore, the Contractor shall comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 *et seq.*, as amended.
- 2.0 The Veterans Preference Act, 330 ILCS 55/1, provides: "In the employment and appointment to fill positions in the construction, addition to, or alteration of all public works undertaken or contracted for by the State, or any of its political subdivisions thereof, preference shall be given to persons who have been members of the Armed Forces of the United States...in times of hostilities with a foreign country..."
- 3.0 The Servicemen's Employment Tenure Act, as amended, 330 ILCS 60/2, "safeguarding the employment and the rights and privileges inhering in the employment contract, of servicemen."
- 4.0 The Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.*, provides: "It is the policy of the State of Illinois that a wage of no less than the general prevailing hourly rate as paid for work of a similar character in the locality in which the work is performed, shall be paid to all laborers, workers and mechanics employed by or on behalf of any and all public bodies engaged in public works." The current Schedule of Prevailing Wages for Cook County and/or Lake County must be prominently posted at the project site by the Contractor.
 - 4.1 The Prevailing Wage Act, 820 ILCS 130/4, provides: "All bid specifications shall list the specified rates to all laborers, workers and mechanics in the locality for each craft or type of worker or mechanic needed to execute the contract. If the Department of Labor revises the prevailing rate of hourly wages to be paid by the public body, the revised rate shall apply to such contract, and the public body shall be responsible to notify the Contractor and each subcontractor of the revised rate."

4.1.1 The Village shall notify the Contractor of any revised rates as determined by the Department of Labor and as received by the Village. It shall be the responsibility and liability of the Contractor to promptly notify each and every subcontractor of said revised rates.

4.1.2 Unless otherwise specified in the Contract Documents, the Contractor shall assume all risks and responsibility for any changes to the prevailing hourly wage which may occur during the Contract Time. A revision to the prevailing rate of hourly wages shall not be cause for any adjustment in the Contract Sum.

4.2 Pursuant to PA 100-1177 and in accordance with 820 ILCS 130/5.1, the Contractor shall submit to the Illinois Department of Labor all certified payroll records for prevailing wage work performed by Contractor employees or subcontractors.

5.0 The Child Labor Law, as amended, 820 ILCS 205/1, which provides: "No minor under 16 years of age...at any time shall be employed, permitted or suffered to work in any gainful occupation...in any type of construction work within this state."

The Contractor will include verbatim or by reference the provisions contained herein in every 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. The Contractor will be liable for compliance with these provisions by such subcontractors.

The Contractor and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by him in connection with the contract. This record shall be open at all reasonable hours for inspection by any representative of the Village or the Illinois Department of Labor and must be preserved for four (4) years following completion of the contract.

The current Prevailing Wages Rates for Cook County can be found at:

<https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>

REFERENCES

Please list below five (5) references for which your firm has performed similar work for municipalities as identified in Bidder Qualifications.

Municipality: _____

Address: _____

City, State, Zip Code: _____

Contact Person/ _____

Telephone Number: _____

Dates of Service/Award _____

Amount: _____

Municipality: _____

Address: _____

City, State, Zip Code: _____

Contact Person/Telephone
Number: _____

Dates of Service/Award _____

Amount: _____

Agency: _____

Address: _____

City, State, Zip Code: _____

Contact Person/ _____

Telephone Number: _____

Dates of Service/Award _____

Amount: _____

Agency: _____

Address: _____

City, State, Zip Code: _____

Contact Person/ _____

Telephone Number: _____

Dates of Service/Award _____

Amount: _____

Agency: _____

Address: _____

City, State, Zip Code: _____

Contact Person/ _____

Telephone Number: _____

Dates of Service/Award _____

Amount: _____

DISQUALIFICATION OF CERTAIN BIDDERS
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PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or subcontract, for a stated period of time, from the date of conviction or entry of a plea or admission of guilt, if the person or business entity,

- (A) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bribery or attempting to bribe an officer or employee in the State of Illinois, or any State in the United States in that officer's or employee's official capacity;
- (B) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bid rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act 15 U.S.C.;
- (C) has been convicted of bid rigging or attempting to rotate bids under the laws of the State of Illinois, or any state in the United States;
- (D) has been convicted of bid rotating or attempting to rotate bids under the laws of the State of Illinois, or any state in the United States;
- (E) has been convicted of an act committed, within the State of Illinois or any state in the United States, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and Clayton Act 15 U.S.C. Sec. 1 et seq.;
- (F) has been convicted of price-fixing or attempting to fix prices under the laws of the State of Illinois, or any state in the United States;
- (G) has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois or in any state in the United States;
- (H) has made an admission of guilt of such conduct as set forth in subsection (A) through (G) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to;
- (I) has entered a plea of nolo contendere to charges of bribery, price fixing, bid rigging, bid rotating, or fraud; as set forth in subparagraphs (A) through (G) above.

Business entity, as used herein, means a corporation, partnership, trust, association, unincorporated business or individually owned business.

(Please sign bid form indicating compliance)

ANTI-COLLUSION AFFIDAVIT AND CERTIFICATION

_____, being first duly sworn,
deposes and says that he is _____
(Partner, Officer, Owner, Etc.)
of _____
(Contractor)

The party making the foregoing bid or bid, that such bid is genuine and not collusive, or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the bid price element of said bid, or of that of any other bidder, or to secure any advantage against any other bidder or any person interested in the proposed contract. The undersigned certifies that he 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.

(Name of Bidder if the Bidder is an Individual)
(Name of Partner if the Bidder is a Partnership)
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed a sworn to before a notary public.
Subscribed and Sworn to this _____ day of _____, 2025

Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the bid.

CONFLICT OF INTEREST

_____, hereby certifies that

it has conducted an investigation into whether an actual or potential conflict of interest exists between the bidder, its owners and employees and any official or employee of the Village of Glenview.

Bidder further certifies that it has disclosed any such actual or potential conflict of interest and acknowledges if bidder has not disclosed any actual or potential conflict of interest, the Village may disqualify the bid.

(Name of Bidder if the Bidder is an Individual)
(Name of Partner if the Bidder is a Partnership)
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed a sworn to before a notary public.
Subscribed and Sworn to this _____ day of _____, 2025

Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the bid.

TAX COMPLIANCE AFFIDAVIT

_____,being first duly sworn,
deposes and says that he is _____
(Partner, Officer, Owner, Etc.)
of _____
(Contractor)

The individual or entity making the foregoing bid or bid certifies that he is not barred from contracting with the Village of Glenview because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act, or entity making the bid or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the contract and allows the municipality to recover all amounts paid to the individual or entity under the contract in civil action

(Name of Bidder if the Bidder is an Individual)
(Name of Partner if the Bidder is a Partnership)
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn to this _____ day of _____, 2025

Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the bid.

SUB-CONTRACTOR INFORMATION

(ATTACH ADDITIONAL PAGES AS NEEDED)

Name: _____ **# Years in Business:** _____

Address: _____ **# Years used by Contractor:** _____

Services provided by Sub-Contractor: _____

.....

Name: _____ **# Years in Business:** _____

Address: _____ **# Years used by Contractor:** _____

Services provided by Sub-Contractor: _____

.....

Name: _____ **# Years in Business:** _____

Address: _____ **# Years used by Contractor:** _____

Services provided by Sub-Contractor: _____

PARTICIPATION AFFIDAVIT

_____,being first duly sworn,

deposes and says, under penalties as provided in Section -109 of the Illinois Code of Civil Procedures, 735 ILCS 5/1-

109, that he is _____
(Partner, Officer, Owner, Etc.)

of _____
(Contractor)

The individual or entity making the foregoing Bid or quotation certifies that the Contractor or SubContractor, respectively, is not barred from being awarded a contract or subcontract pursuant to 30 ILCS 500/50-10. Additionally, the Contractor or SubContractor, respectively, certifies he/she is not suspended from doing business with any State, Federal or Local Agency.

(Name of Quoter if the Quoter is an Individual)
(Name of Partner if the Quoter is a Partnership)
(Name of Officer if the Quoter is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn to this _____ day of _____, 2025

Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the bid.

EXHIBIT B

The Bid

REQUEST FOR BIDS

RFB # 250040

BID DOCUMENTS AND SPECIFICATIONS

TREE MAINTENANCE SERVICES



The Village of
Glenview

VILLAGE OF GLENVIEW
2500 EAST LAKE AVENUE
GLENVIEW, IL 60026
(847) 724-1700

LEGAL NOTICE

Official notice is hereby given that the Village will receive bids electronically via DemandStar until 2:00 p.m. local time on October 24, 2025. The bid opening will be held virtually via Teams. Please use the following information to join the bid opening via Teams on October 24, 2025 at 2:00 p.m. local time:

Microsoft Teams [Need help?](#)
[Join the meeting now](#)
Meeting ID: 252 719 859 789 0
Passcode: Lx7AY236

Dial in by phone
[+1 872-240-8966, 590012445#](#) United States, Chicago
[Find a local number](#)
Phone conference ID: 590 012 445#
For organizers: [Meeting options](#) | [Reset dial-in PIN](#)

RFB NO: 250040 RFB ON: TREE MAINTENANCE SERVICES

Scope of work will include tree maintenance services including tree and stump removal, tree surveying, tree trimming, and an optional bid item for buckthorn removal.

Plans, specifications, and bid forms may be obtained through DemandStar or the Village's purchasing website (<https://www.glenview.il.us/purchasing>). Plans, specifications, and bid forms will be provided electronically.

All bids shall be accompanied by a Bid Bond for not less than five percent (5%) of the bid amount. The successful bidder must furnish a satisfactory performance and payment bond in the full amount of the bid. **A scanned copy of the bid bond must be included in the pdf file submission.**

All work under this contract shall comply with the Prevailing Wage Act of the State of Illinois, 820 ILCS 130/0.01 et seq. & the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 et. seq) if applicable.

Offers may not be withdrawn for ninety (90) days after closing date without the consent of the Board of Trustees.

Any Bid submitted unsigned, **via mail, via in person delivery**, via fax, via email or received subsequent to the aforementioned date and time, **may be disqualified and returned to the bidder.**

The Village of Glenview reserves the right to reject any and all bids or parts thereof, to waive any irregularities or informalities in bid procedures and to award the contract in a manner best serving the interest of the Village.

Dated: October 2, 2025
Zhanna Kolokolov
Purchasing Manager



Village of Glenview
2500 East Lake Ave
Glenview, IL 60026

SUBMISSION INFORMATION

REQUEST FOR BIDS: #250040
BID OPENING DATE: October 24, 2025
TIME: 2:00 P.M. Local Time
LOCATION: Teams

COPIES: One (1) original electronic PDF

REQUEST FOR BID INFORMATION

Company Name: Advanced Tree Care
Address: 600 Industrial Dr
City, State, Zip Code: Lincolnshire, IL, 60069

BID PRICING TABLE

GROUP A – TREE AND STUMP REMOVAL

TREE REMOVAL (AS SPECIFIED IN GROUP A – TREE REMOVAL SERVICES)

Service	Tree Diameter (dbh) Classes	Estimated # of Trees per year	Estimated Total Diameter (in inches)	Unit Price per inch*	Extended <u>Annual</u> Total
Annual Routine Tree Removal Service	1-11"	120	633	\$ 9.00	\$ 5,697
	12-18"	80	1,469	\$ 12.00	\$ 17,628
	19-26"	40	890	\$ 17.00	\$ 15,130
	27-36"	15	435	\$ 21.00	\$ 9,135
	36"+	5	215	\$ 25.00	\$ 5,375
As-needed Tree Removal Service	1-11"	64	337	\$ 9.00	\$ 3,033
	12-18"	80	1,175	\$ 13.00	\$ 15,275
	19-26"	20	445	\$ 20.00	\$ 8,900
	27-36"	9	261	\$ 28.00	\$ 7,308
	36"+	2	86	\$ 30.00	\$ 2,580
TOTAL TREE REMOVAL					\$ 90,061

* Unit Prices include all labor, equipment, and materials cost.

EMERGENCY SERVICES FOR TREE REMOVAL (AS SPECIFIED IN GROUP A – TREE AND STUMP REMOVAL SERVICES)

Time	Unit Price per Crew-Hour*
During Normal Working Hours	\$ 85.00 Per man
Outside Normal Working Hours	\$ 150.00 Per man

*Crew-hour rate shall include all labor, equipment, and materials cost.

STUMP REMOVALS (AS SPECIFIED IN GROUP A – TREE AND STUMP REMOVAL SERVICES)

Service	Tree Diameter (dbh) Classes	Estimated # of Trees per year	Estimated Total Diameter (in inches)	Unit Price per inch*	Extended Annual Total
Annual routine stump removal service	1-11"	180	949	\$4.00	\$3,796
	12-18"	130	1,902	\$4.00	\$7,608
	19-26"	50	1,136	\$6.00	\$6,816
	27-36"	15	459	\$6.00	\$2,754
	36"+	5	212	\$6.00	\$1,272
As-needed Stump Removal Service	1-11"	100	527	\$6.00	\$3,162
	12-18"	90	1,316	\$6.00	\$7,896
	19-26"	25	568	\$7.00	\$3,976
	27-36"	15	459	\$7.00	\$3,213
	36"+	5	212	\$7.00	\$1,484
TOTAL STUMP REMOVAL					\$41,977

*Unit Prices include all labor, equipment, and materials cost.

EMERGENCY SERVICES FOR STUMP REMOVAL (AS SPECIFIED IN GROUP A – TREE AND STUMP REMOVAL SERVICES)

Time	Unit Price per Crew-Hour*
During Normal Working Hours	\$ 85.00 Per man
Outside Normal Working Hours	\$ 150.00 Per man

*Crew-hour rate shall include all labor, equipment, and materials cost.

GROUP B – TREE TRIMMING AND TREE ASSESSMENT/ANNUAL SURVEY (AS SPECIFIED IN GROUP B – TREE TRIMMING AND ASSESSMENT/ANNUAL SURVEY)

TREE TRIMMING

Service	Tree Diameter (dbh) Classes	Estimated # of Trees per year	Estimated Total Diameter (in inches)	Unit Price per inch*	Extended Annual Total
Annual Routine Tree Trimming	1-7	500	1,600	\$2.00	\$ 3,200
	8-15	500	5,000	\$2.50	\$ 12,500
	15+	400	6,000	\$3.50	\$ 21,000
As-needed Tree Trimming Request	1-7	250	800	\$2.00	\$ 1,600
	8-15	250	2,500	\$4.00	\$ 10,000
	15+	200	3,000	\$4.80	\$ 14,400
TOTAL TREE TRIMMING					\$ 62,700

* Unit Prices include all labor, equipment, and materials cost.

EMERGENCY SERVICES FOR TREE TRIMMING FROM

Time	Unit Price per Crew-Hour*
During Normal Working Hours	\$ 85.00 Per man
Outside Normal Working Hours	\$ 150.00 Per man

*Crew-hour rate shall include all labor, equipment, and materials cost.

TREE ASSESSMENT/ANNUAL SURVEY

Service	Estimated Hours	Unit Price	Total
Labor per working hour for the assessment of the pre-designated section	320	\$ 75.00 per man	\$24,000

TOTAL OF BASE BIDS (GROUPS A + B) FOR ONE CONTRACT YEAR <i>This total shall include the total cost to provide Tree and Stump Removal as well as the Tree Trimming and Tree Surveying. Altogether, these services make up "Tree Maintenance Services."</i>	\$194,738.00
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ALTERNATE, GROUP C – BUCKTHORN REMOVAL AND ASSOCIATED SERVICES (AS SPECIFIED IN ALTERNATE, GROUP C – BUCKTHORN REMOVAL AND ASSOCIATED SERVICES)

BUCKTHORN REMOVAL

Service Description	Unit	Estimated Quantity	Unit Price	Extended Annual Total
Light Density Buckthorn Removal	Per square foot	10,000	\$ 1.80	\$ 18,000
Moderate Density Buckthorn Removal	Per square foot	5,000	\$ 2.80	\$ 14,000
Heavy Density Buckthorn Removal	Per square foot	2,000	\$ 4.50	\$ 9,000
Follow-up spot removal and hand work	Per hour	40 hours	\$ 85.00	\$ 3,400
Hauling and disposal of debris	Per hour/yard	Per CY	\$ 95.00	\$ 95.00
Restoration OR Replanting of affected area*	Per hour	Per CY	\$ 95.00	\$ 95.00
OPTIONAL: Chemical Stump Treatment OR Stump Grinding	Per hour	20 hours	\$ 95.00	\$ 1,900
TOTAL BUCKTHORN REMOVAL				\$46,490

**Contractor will convene with Village representative to determine most effective replacement plant or method of restoration.*

TOTAL OF <u>ALL</u> BID GROUPS (GROUPS A + B + C) FOR ONE CONTRACT YEAR <i>This total shall include the total cost to provide Tree and Stump Removal as well as the Tree Trimming and Tree Surveying, <u>INCLUDING</u> the total cost for requested Buckthorn Removal.</i>	\$ 241,228.00
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DISCOUNTS - ANNUAL DISCOUNT IF ALLOWED TO STORE EQUIPMENT ON-SITE

Municipality	Will Municipality allow storage of equipment overnight at their facility?	Will Contractor utilize space at Municipality's facility to store equipment overnight? (Please check)	Annual Discount
Village of Glenview	Yes	Yes ☐ No ☒	<u>0</u> %

NUMBER OF CERTIFIED ARBORISTS:

6

ALONG WITH THE PRICING, PLEASE PROVIDE ANY RELAVANT INFORMATION RELATED TO YOUR STAFF TRAINING OVERSIGHT PLAN TO ENSURE THAT STAFF COMPLETING THE WORK ARE QUALIFIED.

Advanced Tree Care Inc. Staff training program. See attached images.
At Advanced Tree Care Inc, we prioritize safety, professionalism, and continued education for all our team members. Our staff training program ensures every employee is properly trained through a combination of ISA(International Society of Arboriculture)-provided training videos and literature, covering the latest industry standards and best practices.
In Addition, monthly in-house training sessions are held in ATC's dedicated training classroom where employees receive hands-on intruction, skill refreshners and safety updates. This ongoing commitment to education ensures our team operates at the highest level of safety, efficiency, and arboricultural expertise.

PROMPT PAYMENT DISCOUNT: 2 % 10 DAYS

The bidder hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications and attachments hereto.

Any and all exceptions to these specifications MUST be clearly and completely indicated on the bid sheet. Attach additional pages if necessary. **NOTE TO BIDDERS:** Please be advised that any exceptions to these specifications may cause your bid to be disqualified. Submit bids electronically through DemandStar ONLY. **Any bid not submitted electronically via DemandStar may be rejected as non-responsive.**

THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED

PROMPT PAYMENT DISCOUNT: 2 % 10 DAYS

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or to accept any request for additional compensation. By signing this bid document, the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

Authorized Signature: <u></u>	Company Name: <u>Advanced Tree Care</u>
Typed/Printed Name: <u>Mike Bramucci</u>	Date: <u>10/24/2025</u>
Title: <u>President</u>	Telephone Number: <u>847-587-8500</u>
E-mail: <u>city@advanced-treecare.com</u>	Fax Number: <u>847-973-9484</u>

PROJECT SPECIFICATIONS

1. **GENERAL AND BACKGROUND INFORMATION – VILLAGE OF GLENVIEW**

The Village of Glenview, hereafter referred to as the "Village", was incorporated in 1899, and today serves an area of 14 square miles with a population of 46,740. The Village is a home-rule municipality under the 1970 Illinois Constitution, operating under the Council-Manager form of government. The Village's Board consists of a Village President and six Trustees. The Village's fiscal year begins on January 1 and ends on December 31.

2. **INTENT**

The Village is seeking a reputable contractor ("Contractor") to provide tree removal services, stump removal services, and tree trimming service. All of these services will take place in the Village.

The Village reserves the right to award the contract in part or in whole to as many Contractors as deemed necessary and in the best interest of the Village.

All work performed under this RFB shall be in accordance with the provisions of the Illinois Prevailing Wage Act 820 ILCS 130/0.01 *et seq.* and Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01) if applicable.

3. **PRE-BID MEETING**

A NON-MANDATORY PRE-BID MEETING WILL BE HELD ON JUNE 18, 2025 10:00 AM VIRTUALLY VIA TEAMS. PLEASE CLICK THIS LINK ON OCTOBER 13, 2025 AT 10:00 AM TO ATTEND THE VIRTUAL MEETING:

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 215 756 928 644

Passcode: Hg3Kn6gH

Dial in by phone

[+1 872-240-8966, 525924338#](#) United States, Chicago

[Find a local number](#)

Phone conference ID: 525 924 338#

For organizers: [Meeting options](#) | [Reset dial-in PIN](#)

4. **BID PRICE**

The Village is requesting pricing for two groups of work: Base bid groups A – Tree and Stump Removal Services, and Group B – Tree Trimming and Annual Surveying; and an alternate Group C – Buckthorn Removal Services. Contractors are required to submit pricing for all Base Bid groups (A and B) within the Village.

Group A – Tree Removal Services pricing consists of a base bid for tree removal services by the diameter size of the tree at breast height (dbh) in a selected section. Group A also requests pricing for Emergency Services for Tree Removal, by hour, during normal business hours (between 7:00am and 5:00pm, Monday through Friday) and after normal business hours (5:01pm to 6:59am, including Saturdays, Sundays, and Holidays).

Stump Removal Services pricing consists of stump removal by dbh. Group A also requests pricing for Emergency Services for Stump Removal, by hour, during normal business hours (between 7:00am and 5:00pm, Monday through Friday) and after normal business hours (5:01pm to 6:59am, including Saturdays, Sundays, and Holidays).

Group B – Tree Trimming Services pricing consists of tree trimming service per tree in a selected section. Group B also requests pricing for Emergency Services for Tree Trimming, by hour, during normal business hours (between 7:00am and 5:00pm, Monday through Friday) and after normal business hours (5:01pm to 6:59am, including Saturdays, Sundays, and Holidays).

The Tree Assessment/Annual Survey pricing shall consist of a predetermined assessment of the trees in a section based on the Village's six-year cycle and communicated with the Contractor.

Unit pricing shall be all-inclusive of all transportation, handling, equipment, labor, material, disposal costs and any other costs required to fulfill the Scope of Work as identified herein. No allowances shall be made for transportation or mobilization costs and routine/standard equipment.

Group C (Alternate) - Removal of invasive buckthorn from designated locations within the Village, as directed by the Village Representative. Pricing shall be based on square footage of area cleared, with work to include mechanical and/or manual cutting, followed by **chemical stump treatment or stump grinding**, and the complete removal and off-site disposal of all resulting debris. Restoration of disturbed areas shall be performed as specified by the Village.

This group is an alternate bid item and may be awarded independently based on available funding and Village priorities. Contractors shall provide unit pricing that includes all labor, equipment, materials, mobilization, and disposal costs necessary to perform the work in accordance with the scope outlined in the contract documents.

5. AWARD

Award shall be made to the lowest responsive and responsible bidder who best meets the specifications including financial capacity to perform, experience and qualifications performing similar work, and scheduling based upon the evaluation criteria specified herein.

The Village reserves the right to award the Bid in part or in whole or not award any portion of the bid, whatever is deemed to be in the best interest of the Village. The Village further reserves the right to award to multiple contractors and to reject any or all bids.

No work shall be awarded to a Contractor that is in arrears or is in default to the Village for any debt or contract, or that has defaulted, as surety or otherwise, upon any obligation to the Village, or that has failed to perform satisfactorily any previous contract with, or work for, the Village.

6. TERM

The initial term of the contract shall be for three (3) years from the date of award. The Village reserves the right to renew this contract for two (2) additional one (1) year periods or an additional two (2) year period, subject to acceptable performance by the Contractor. At the end of any contract term, the Village reserves the right to extend this contract for a period of up to sixty (60) days for the purpose of getting a new contract in place.

For any year beyond the initial year, this contract is contingent upon the appropriation of sufficient funds by the Village; no charges shall be assessed for failure of the Village to appropriate funds in future contract years. Written requests for price revisions after the first year period shall be submitted at least ninety (90) days in advance of the annual contract period. Requests must be based upon and include documentation of the actual change in the cost of the components involved in the contract and shall not include overhead, or profit.

The Village reserves the right to reject a proposed price increase and terminate the agreement.

7. ESCALATION

Written requests for price revisions after the initial term shall be submitted at least sixty (60) days in advance of the annual contract period. Requests must be based upon and include documentation of the actual change in the cost of the components involved in the contract and shall not include overhead, or profit and pursuant to the CPI-All Urban Consumers, Chicago or 2% whichever is less. CPI will be based upon the average of the previous twelve months, non-seasonal adjusted.

The Village reserves the right to reject a proposed price increase and terminate the agreement.

8. **SCOPE OF WORK**

The work shall consist of furnishing all labor, materials, equipment, and other incidentals necessary to perform the work as identified herein. Bids shall be comprehensive for each area of work:

- **Group A** – Tree Removal and Stump Removal
- **Group B** – Tree Trimming and Tree Assessment/Annual Survey
- **Group C – Alternate** - Buckthorn Removal and Associated Services

All work performed in the Village will be under the direct supervision of the Director of Public Works or his/her designee.

All maintenance, tree removal and tree pruning services shall be provided between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday; however, when given prior approval by the Village Representative (at least 48 hours prior to commencing work) pruning operations may also occur on Saturdays between the hours of 9 a.m. and 6 p.m. No work is to be performed on Sunday, or the holidays listed below. Except in an emergency, work at all other times is not permitted unless authorized by the Village.

The Contractor will observe holidays in accordance with the Village's official holiday schedule. The current holiday schedule, which is subject to change by the Village, is as follows: New Year's Day (January 1), Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving and Christmas Day (December 25).

The Village reserves the right to determine where and when the Contractor can work if it is determined that the work will result in unsafe conditions (working near a school before school begins in the morning or after school ends in the afternoon). In cases such as these, it may be agreed upon by the Village and the Contractor to schedule work at specific times to alleviate safety concerns.

The Village shall allow the Contractor to store equipment at the Public Works Service Center at 2498 East Lake Avenue, Glenview.

The Contractor must receive approval from the Village prior to debris staging at the Public Works Facility.

The Village currently manages all geographic data through a single portal, managed by a Geographic Information System (GIS) consultant. Data shall be collected and analyzed in a GIS environment. Tree data collected for this project shall not be maintained or managed in a separate Tree Inventory software package. The GIS data itself shall be incorporated into the Village's existing GIS to streamline and enhance long term urban forestry management strategies. Final deliverables in an ArcGIS Field Maps format for integration with the Village's existing GIS system, and include digital maps of the designated tree population, a statistical analysis of the overall tree population, and a geodatabase of the tree population. Village will supply Contractor with electronic tablet that will be returned after the contract expires.

GROUP A - TREE AND STUMP REMOVAL

The Village is geographically divided into six zones, with one zone targeted annually for comprehensive tree and stump removals based on recommendations from the Village's consulting Certified Arborist. In addition to planned zone work, the Contractor is expected to perform as-needed non-emergency removals throughout the year and be available for emergency response services. The full scope includes tree and stump removal, site restoration, and off-site disposal of resulting debris, as directed by the Village.

a) Scope of Services

The scope of services includes, but is not limited to:

- Tree removal, stump grinding, and complete site restoration
- Backfilling with topsoil, seeding or sodding (as directed), and final grading, including peat moss covering
- Immediate off-site disposal of all wood, stump grindings, and debris

- Timely response to non-emergency (as-needed) removals throughout the Village
- On-call emergency and disaster response services, including necessary labor, equipment, and materials

b) Scheduling and Response Requirements

Task	Average Monthly Volume (Approximate)	Response Requirement	Completion Deadline
Annual routine removals (zone-specific)	28 trees, 29 stumps	Scheduled by Village Representative	Within 25 business days of notice
As-needed non-emergency removals	14 trees, 5 stumps	Response within 24 hours	Within 25 business days of notice
Emergency/disaster response	Variable	Crews on-site within 90 minutes	Until hazard has been addressed

Normal Working Hours: Monday–Friday, 7:00 AM to 5:00 PM. Delays that shift non-emergency services outside these hours shall not alter their non-emergency classification.

c) Tree Measurement Standards

All tree diameter measurements shall be taken using a standard D-tape at 4 ½ feet above average ground level (DBH). For multi-stemmed trees, the measurement methodology shall follow industry standards and Village guidelines. All final measurements must be reported to the nearest whole inch, with proper rounding as specified by the Village.

d) Tree Removal

Prior to beginning any work, the Contractor must verify that each tree is properly tagged and matches the details on the official removal list provided by the Village. All tree removal operations shall adhere to the standards set forth in ANSI Z133 (2012) and ANSI A300 (2008), or their most current revisions.

Trees must be adequately limbed out prior to final trunk removal, and the practice of flopping is strictly prohibited. Limbs that pose a risk of damage must be lowered using ropes or mechanical devices. Trunks shall be cut flush to within four inches of grade. All resulting debris must be promptly removed from the site and disposed of at an approved off-site facility. The Contractor is expected to complete each monthly removal list—averaging approximately 42 trees—within 25 business days of issuance. Any trees removed in error shall be replaced at the Contractor's expense. To ensure operational efficiency, removals should be completed section-by-section as designated by the Village.

e) Stump Removal

All stump locations shall be surveyed for underground utilities prior to grinding. Stumps should be removed within one week following the corresponding tree removal. Grinding shall be completed to a depth of at least eight inches below grade, or as otherwise specified by the Village Representative.

In addition, all surface roots within a six-foot radius of the stump and within three feet of any adjacent sidewalk must be removed. Stump grindings should be immediately cleared from the site and may not be used as backfill material. All stumps included in the Village's monthly removal list must be fully addressed within 25 business days of issuance. Any damage to surrounding plantings or parkway areas must be promptly reported and restored in accordance with accepted arboricultural best practices.

f) Site Restoration and Clean-Up

All grindings, limbs, trunks, and other debris must be removed from the site at the end of each day's operations. Within 48 hours of stump removal, the Contractor shall backfill the site using Village-approved topsoil and apply seed and seed blanket, or sod if directed. All disturbed areas must be restored to the adjacent grade and left in a clean, safe, and hazard-free condition. Backfill must be properly leveled and compacted to minimize future settlement, and woodchips may not be used as backfill material. Work areas must remain clear of obstructions

to sightlines, pedestrian pathways, and vehicle access. Debris may not be left on the parkway overnight or over weekends unless the Village provides prior written approval. Any turf damage, divots, or ruts caused by equipment must be repaired to match pre-existing conditions.

The Contractor is solely responsible for debris removal and shall not use Village facilities for disposal under any circumstances.

g) Emergency and Disaster Response

Upon notice from the Village Representative, the Contractor must provide a minimum three-person crew equipped with a chipper truck, chipper, and aerial truck within 90 minutes. Additional equipment, including two log grapple loaders, may be requested by the Village.

Hourly emergency rates must include all labor, equipment, and materials. Separate rates shall be submitted for work performed during standard business hours and after-hours. Travel time is not billable; compensation applies only to hours worked on-site.

All work must be documented and verified for approval and payment.

h) Travel Time and Trip Charges

For emergency response, only on-site labor hours are eligible for compensation. Travel time to and from the work site (portal-to-portal) shall not be billed. Detailed records of time on-site and tasks performed must accompany all emergency invoices.

i) Temporary No-Parking Signage

The Contractor is responsible for evaluating work sites in advance to determine whether temporary 'No Parking' signage is necessary. The Contractor shall obtain signage from the Village and post it at least 72 hours prior to enforcement. Signs must be removed promptly upon completion of work in the area.

j) Compliance and Enforcement

Strict adherence to the timelines, safety protocols, and restoration requirements outlined in this section is expected. Failure to meet performance standards, including delays, improper removals, inadequate restoration, or unauthorized debris disposal, may result in corrective action or termination of the Agreement.

GROUP B – TREE TRIMMING AND ANNUAL TREE ASSESSMENT

Group B encompasses both the Village's scheduled tree pruning program and the completion of an annual tree condition assessment and inventory. The Village is divided into six geographic zones, with one zone prioritized each year for both assessment and comprehensive trimming. The Contractor shall also be available to perform additional as-needed and emergency tree pruning outside of the regular schedule to address hazards, obstructions, or resident requests. All work shall be performed to the highest standards and under the direction of the Village representative.

a) Scope of Services

This group includes the following work elements:

- Annual tree trimming by zone, following the Village's six-year rotation cycle
- Non-emergency as-needed tree trimming throughout the year
- Emergency tree trimming to address public safety or storm-related damage
- Completion of a tree condition assessment for the designated annual zone, including recommendations for removal or maintenance
- Debris removal and site restoration after all pruning activities
- Resident notification and field coordination with Village Representative

b) Scheduling and Response Requirements

Task	Average Monthly Volume (Approximate)	Response Requirement	Completion Deadline
Annual tree trimming (by zone)	Variable	Notice issued each February	Within 25 business days
As-needed tree trimming	58 trees	Acknowledge within 24 hours	Within 25 business days
Emergency tree trimming	Variable	On-site within 90 minutes	Until hazard is mitigated
Tree assessment and survey	Zone-wide	Monthly report submittal	Reviewed and confirmed by Village

All work during standard hours (Monday–Friday, 7:00 AM to 5:00 PM) is considered non-emergency unless otherwise specified.

c) Tree Assessment and Reporting

The Contractor shall conduct a complete assessment of parkway trees in the designated zone and submit a monthly report to the Village Representative. Each entry shall include:

- Address / Location – Including house number, street name, and side of street
- Condition Rating – Rated as *Good*, *Fair*, *Poor*, or *Dead* based on visible signs of stress, structure, pest or disease damage, and environmental conditions
 - Good – A good tree shows no major problems.
 - Fair – A fair tree has minor problems that may be corrected with time or corrective action.
 - Poor – A poor tree has major problems that are irrecoverable.
 - Dead – A dead tree shows no signs of life.
- Recommended Action – Categorized as *Trim*, *Remove*, or *No Action*
 - Remove – A tree that has a poor or dead condition rating.
 - Trim – A tree that is overgrown and needs trimming maintenance.
 - No Action – A tree that received a fair or good condition rating.

The Village Representative will review submittals and provide the final approved trimming list for execution.

d) Pruning Standards and Operations

All tree pruning shall conform to ANSI A300 standards and National Arborist Association Class II pruning guidelines. Work includes:

- i. Cleaning – Remove dead, diseased, or damaged limbs 1" in diameter or larger. Maintain branch collars and reduce water sprouts by one-third.
- ii. Clearance – Maintain 14 ft over streets, 8 ft over sidewalks, and 10 ft over buildings. Make proper structural reduction cuts to protect canopy integrity.
- iii. Structural Pruning – Remove interfering or crossing branches. Promote strong central leaders. Special care shall be given to "V" unions.
- iv. Mature Trees – Do not remove more than 15% of live canopy. Preserve interior structure and avoid over-thinning. Large interior limbs (>4") shall only be removed with approval.
- v. Pruning Cuts and Tools – All cuts must protect the branch collar and produce clean, circular wounds. No flush or stub cuts allowed. Use proper equipment; chainsaws may not be used for live branches <2". Climbing spikes are prohibited.

e) Emergency Tree Trimming

Upon notification, the Contractor shall mobilize a minimum two-person crew with chipper truck, chipper, and aerial truck within 90 minutes. The Contractor shall maintain a 24-hour emergency contact number and must

respond to storm-related and hazardous tree conditions in a timely manner to ensure public safety.

f) Site Restoration and Clean-up

The Contractor is responsible for full restoration of all work sites to their pre-work condition, including removal of branches, sawdust, and debris. No material may obstruct sidewalks, driveways, or curbs. In snow conditions, debris must be removed immediately to prevent interference with Village plowing operations. Damage caused by the Contractor must be repaired at their expense. Any additional trimming required prior to final acceptance shall also be completed at the Contractor's cost.

g) Public Notification and Field Coordination

The Village will notify residents at least two weeks in advance of scheduled trimming via door hangers to provide time for questions or concerns.

Residents who privately maintain their own parkway trees may request to opt out of Village pruning services.

A pre-pruning field review will be conducted with the Contractor, Village Representative, and a Certified Arborist in overgrown or non-formal parkway areas (e.g., with extensive landscaping or brush).

h) Special Conditions

Unimproved Roadways – Parkway trees along roads without curb and gutter or sidewalk will only be pruned if located within 10 feet of the pavement edge. Further back trees will be addressed through service requests.

Field Oversight – Village staff will be present while work is in progress to ensure proper execution. All field decisions made by the Village Representative are final.

GROUP C – ALTERNATE – BUCKTHORN REMOVAL

This alternate bid item includes the removal and disposal of invasive buckthorn vegetation from designated areas within the Village, as directed by the Village Representative. The scope may include dense thickets, scattered growth, or follow-up treatment areas and is intended to support ecological restoration or site improvement goals.

Scope of Work

- Mechanical and/or manual removal of all species of buckthorn
- Cutting and removal of above-ground growth
- Chemical stump treatment or stump grinding, as directed by the Village
- Collection, hauling, and off-site disposal of all debris
- Restoration of disturbed areas as directed

Performance Standards

All work must comply with applicable state and local regulations for invasive species management, herbicide application, and vegetation control. The Contractor shall take care to protect adjacent desirable vegetation and minimize soil disturbance.

Scheduling

Work will be performed on an as-directed basis. The Contractor shall commence operations within 10 business days of notice to proceed and complete work within the timeframe specified by the Village.

9. INVOICES AND PAYMENTS

The Contractor shall submit invoices to the Village detailing the services provided on a monthly basis. All services shall be invoiced based on unit pricing and quantities used. The Village shall only pay for quantities used or ordered. Quantities may be adjusted up or down based on the needs of the Village. Payment shall be made in accordance with the Local Government Prompt Payment Act.

Invoices shall be delivered to:

Village of Glenview
Attn: Dewayne Balcom, pwbilling@glenview.il.us
 Public Works Department
 2498 East Lake Avenue
 Glenview, IL 60026

10. CALENDAR OF EVENTS (TENTATIVE AND SUBJECT TO CHANGE)

DATE	ACTIVITY
October 2, 2025	Bid sent to potential bidders and advertised on DemandStar.
October 13, 2025	Non-Mandatory Pre-Bid Meeting Microsoft Teams at 10:00 AM Microsoft Teams Need help? Join the meeting now Meeting ID: 215 756 928 644 Passcode: Hg3Kn6gH
October 16, 2025	Last day to submit questions and requests for clarification.
October 20, 2025	Addendum issued if necessary
October 24, 2025	Deadline for Bid Submission. Bids received after the date and time identified will be returned unopened One (1) electronic PDF of the completed/signed bid by October 24, 2025 before 2:00 P.M. CST, to DemandStar. Please see the attached instructions on How to Register in DemandStar, How to Respond to an Electronic Bid in DemandStar, and How to Search for Bids in DemandStar.
November 4, 2025	Recommendation to the Village Board of Trustees
January 1, 2026	Implementation Date

11. ADDITIONAL INFORMATION

Should the bidder require additional information about this bid, please submit questions via email to: purchasing@glenview.il.us. Questions are required **no later than 4:30 P.M. on October 24, 2025.**

ANY and ALL changes to these specifications are valid only if they are included by written Addendum from the Village to All Bidders. No interpretation of the meaning of the plans, specifications or other contract documents will be made orally. Failure of any bidder to receive any such addendum or interpretation shall not relieve the bidder from obligation under this bid as submitted. All addenda so issued shall become part of the bid documents. Failure to request an interpretation constitutes a waiver to later claim that ambiguities or misunderstandings caused a bidder to improperly submit a bid.

The Village recognizes that in some cases the information conveyed in this RFB may provide an insufficient basis for performing a complete analysis of the RFB requirements. Prospective bidders are, therefore, requested to make the best possible use of the information provided, without the expectation that the Village will be able to answer every request for further information or that the schedule for receipt and evaluation of bids will be modified to accommodate such request.

GENERAL TERMS AND CONDITIONS

1. SUBMISSION OF BID

All bids must be submitted electronically through DemandStar.com by the specified opening date and time of the bid. Bids submitted after the specified date and time will not be accepted. Mailed and in person delivery of bids will not be accepted by the Village. Any bid not submitted electronically via DemandStar.com may be rejected as non-responsive.

It is the sole responsibility of the Bidder to submit the **pdf copy** of the bid on DemandStar.com. Instructions for submitting bids are attached to this document and may be found at <https://www.glenview.il.us/purchasing>.

The Village is utilizing DemandStar.com to take the place of the paper bid that would normally be sent to the Village Hall. Respondents are still required to complete all of the bid documents and provide all of the requested information in a pdf file(s) as if they were submitting a paper bid. A scanned copy of the bid bond must be included in the pdf file submission on DemandStar.com.

2. DEFINITIONS

- A. **Base Bid** is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Option Bids/Alternate Bids or Unit Prices.
- B. **Option or Alternate Bid** is an amount stated in the Bid for each item to be added to or deducted from the amount of the Base Bid if the corresponding changes in the Work, as described in the Bidding Documents, if accepted.
- C. **Unit Price** is an amount stated in the bid as a price per unit of measurement for materials, equipment or services, including all overhead and profit for a portion of the Work as described in the Bidding Documents. The Owner may reject or negotiate any unit price which is considered excessive or unreasonable.

In the event of a conflict or calculation error between the total base bid pricing, and/or extension pricing, the Unit Price shall prevail.

- D. **Option Price** is a base bid price that may be accepted in lieu of the base bid.

3. RESPONSIVE BID

- A. A "Responsive Bid" is defined as a "bid which conforms in all material respects to the requirements set forth in the invitation for bids." Bidders are hereby notified that any exceptions to the requirements of this bid may be cause for rejection of the bid.
- B. Bidders shall promptly notify the Village of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents. Interpretations, corrections and changes will be made by addendum. **Each bidder shall ascertain prior to submitting a bid that all addenda have been received and acknowledged in the bid.**

4. UNBALANCED BIDDING

Bidders shall not submit a bid, which contains irregularities of any kind, including unbalanced bids. By an unbalanced bid, it is meant that one or more separate items or subsections are substantially out of line with the current market price for the materials and/or work covered herein.

The Village further reserves the right not to award or to negotiate any items whose unit prices or subsection appears excessive or unbalanced. Furthermore, the Village reserves the right to reject the unbalance item(s) and to contract with another provider for the services without giving further consideration to the bidder.

5. WITHDRAWAL OF BID

Bids may be withdrawn at any time prior to the advertised bid opening through DemandStar.com or by submitting a request in writing to the Purchasing Manager at purchasing@glenview.il.us. Bidders withdrawing their bid prior to the date and time set for the bid opening may still submit another bid if done so in accordance with these instructions. After the bid opening time, no bid shall be withdrawn or canceled for a period of ninety (90) calendar days thereafter. The successful Bidder shall not withdraw or cancel its bid after having been notified that the Village's board of trustees have accepted said bid.

6. DOCUMENTS OBTAINED FROM OTHER SOURCES

The Village of Glenview and DemandStar are the only official sources for bid packages and supporting materials. To ensure receipt of addenda and any other notices concerning this project, bidders must either email purchasing@glenview.il.us confirming receipt of the bid documents (i.e. request to be added to the plan-holders list) or download a copy of the bid documents directly from DemandStar. The Village cannot ensure that bidders who do not email purchasing@glenview.il.us or have not downloaded the bid documents from DemandStar will receive addenda and other notices. All bidders are advised that bids that do not conform to the requirements of this bid package, including compliance with and attachment of all addenda and other notices, may, at the Village's discretion, be rejected as nonresponsive and/or the bidder disqualified. **In such cases, the Village will NOT rebid the project absent extraordinary circumstances.**

7. CONTACT WITH VILLAGE PERSONNEL

All bidders are prohibited from making any contact with the Village President, Village Trustees, or any other official or employee of the Village (collectively, "Village Personnel") with regard to the Project, other than in the manner and to the person(s) designated herein. The Village Manager reserves the right to disqualify any bidder found to have contacted Village Personnel in any manner with regard to the Project. Additionally, if the Village Manager determines that the contact with Village Personnel was in violation of any provision of 720 ILCS 5/33EE, the matter will be turned over to the Cook County State's Attorney for review and prosecution.

8. CONTRACTOR REPRESENTATIONS

Contractor hereby represents and warrants as follows:

A. It is a company which is validly existing and duly authorized to do business under the laws of the State of Illinois, with power and authority to conduct its business as currently conducted and as contemplated by this Agreement.

B. All necessary corporate, regulatory, or other similar action has been taken to authorize and empower Contractor to execute, deliver and perform this Agreement. The person(s) executing this Agreement on behalf of Contractor is duly authorized to do so and this Agreement is a legal, valid and binding obligation of each and all of the owners, shareholders, officers, managers, partners or members of Contractor, enforceable against them in accordance with its terms, subject to bankruptcy, equitable principles and laws affecting creditor's rights generally.

C. Except only for those representations, statements or promises expressly contained in the Agreement Documents, no representation, statement or promise, oral or in writing, of any kind whatsoever by the Village, its officials, agents, or employees has induced Contractor to enter into this Agreement or has been relied upon by Contractor.

D. No proceeding of any kind, including, but not limited to, litigation, arbitration, judicial or administrative, is pending or threatened against or contemplated by Contractor which would under any circumstance have any material adverse effect on the execution, delivery, performance or enforceability of this Agreement. As of the date of execution of this Agreement, Contractor has not received notice, or has a reasonable basis for believing that Contractor or any of its members, shareholders, partners, associates, officers, managers or employees are the subject of any criminal action, complaint or investigation pertaining to any felony charge, or any civil action or claim predicated on alleged acts of antitrust violations; business fraud; discrimination due to race, creed, color, disability, gender, marital status, age, national origin, or religious affiliation.

E. This Agreement constitutes a valid, legal and binding obligation of Contractor, and to the extent permissible by law, is enforceable against it in bankruptcy, insolvency, reorganization, moratorium and other laws affecting the enforcement of creditors' rights generally and to general principles of equity, regardless of whether such enforcement is considered in a proceeding in equity or at law.

F. Contractor shall provide prompt notice to the Village whenever any of the representations or warranties contained herein ceases to be true or correct.

9. DISCLOSURES AND POTENTIAL CONFLICTS OF INTEREST (30 ILCS 500/50-35)

The Village's Code of Ethics prohibits public officials or employees from performing or participating in an official act or action with regard to a transaction in which he has or knows he will thereafter acquire an interest for profit, without full public disclosure of such interest. This disclosure requirement extends to the spouse, children and grandchildren, and their spouses, parents and the parents of a spouse, and brothers and sisters and their spouses.

To ensure full and fair consideration of all bids, the Village requires all Bidders, including owners or employees, to investigate whether a potential or actual conflict of interest exists between the Bidder and the Village, its officials, and/or employees. If the Bidder discovers a potential or actual conflict of interest, the Bidder must disclose the conflict of interest in its bid, identifying the name of the Village official or employee with whom the conflict may exist, the nature of the conflict of interest, and any other relevant information. The existence of a potential or actual conflict of interest does NOT, on its own, disqualify the disclosing Bidder from consideration. Information provided by Bidders in this regard will allow the Village to take appropriate measures to ensure the fairness of the bidding process.

The Village requires all bidders to submit a certification, enclosed with this bid packet, that the bidder has conducted the appropriate investigation and disclosed all potential or actual conflicts of interest.

By submitting a bid, all Bidders acknowledge and accept that if the Village discovers an undisclosed potential or actual conflict of interest, the Village may disqualify the Bidder and/or refer the matter to the appropriate authorities for investigation and prosecution.

10. RESPONSIVENESS OF BIDS

Bids shall be evaluated as follows (not listed in order of priority) to determine responsiveness:

- Bid pricing
- Compliance with specifications
- Submittal of required documentation

9. JOINT PURCHASING/PURCHASING EXTENSION

The purchase of goods and services pursuant to the terms of this Agreement shall also be offered for purchases to be made by other governmental units, as authorized by the Governmental Joint Purchasing Act, 30 ILCS 525/0.01, *et seq.* (the "Act"). All purchases and payments made under the Act shall be made directly by and between each governmental unit and the successful bidder. The bidder agrees that the Village of Glenview shall not be responsible in any way for purchase orders or payments made by other governmental units. The bidder further agrees that all terms and conditions of this Agreement shall continue in full force and effect as to the other governmental unit during the extended term of this Agreement.

Bidder and the other governmental unit may negotiate such other and further terms and conditions to this Agreement ("Other Terms") as individual projects may require. In order to be effective, Other Terms shall be reduced to writing and signed by a duly authorized representative of both the successful bidder and the other governmental unit.

The bidder shall provide the other governmental unit with all documentation as required in the RFB, and as otherwise required by the Village of Glenview, including, but not limited to:

- 100% performance and payment bonds in the amount awarded by the respective governmental unit
- Certificate of insurance naming each additional governmental unit as an additional insured
- Certified payrolls to each governmental unit for work performed

10. MODIFICATIONS

Bidders shall be allowed to modify/withdraw their bids prior to opening. Once bids have been received and opened, bids cannot be withdrawn or modified without the approval of the Village's Board of Trustees.

This Agreement may be amended or supplemented only by an instrument in writing executed by both of the parties hereto.

11. ASSIGNMENT

Neither the Contractor nor the Village shall assign any duties or performance under this Agreement without the express written consent of the other.

12. NO IMPLIED WAIVERS

The failure of either party at any time to require performance by the other party of any provision of this Agreement shall not affect in any way the full right to require such performance at any time thereafter. Nor shall the waiver of either party of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself.

13. PREVAILING WAGE

If this contract calls for the construction of a "public work", within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01et 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 wage" (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 at <http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-rates.aspx>. All contractors and subcontractors rendering services under this contract must comply with all requirement of the Act, including but not limited to, all wage, notice and record keeping duties.

14. CERTIFIED PAYROLL REQUIREMENTS

Pursuant to PA 100-1177 and in accordance with 820 ILCS 130/5.1, contractors shall submit to the Illinois Department of Labor (IDOL) all certified payroll records for prevailing wage work performed by contractor employees or subcontractors. IDOL is charged with developing and maintaining an online portal for prevailing wage construction contractors to file their certified payrolls. The portal may be accessed by visiting <https://www2.illinois.gov/idol/LawsRules/CONMED/Pages/certifiedtranscriptofpayroll.aspx>.

15. CHANGE ORDERS

The Village believes that the project is fully defined in the Contract Documents and that Change orders will not be necessary. However, **in the event that a Change Order is required, the Contractor shall review the scope of work to be performed under the contract to suggest alternatives that can be implemented to offset the cost increase of any necessary changes without sacrificing the quality and/or scope of the contract specifications.** All Change Orders and alternative suggestions must be approved by the Village prior to execution.

- A. In case of an increase in the Contract Sum, there will be an allowance for overhead and profit.
- B. The allowance for the combined overhead and profit, including premiums for all bonds and insurance, shall be based on the percentage as bid. This same percentage shall apply to **both extras and credits and for work** performed by the Contractor, a Subcontractor, or Sub-subcontractor.

- C. Detailed written Requests for Change Orders must be submitted to the Purchasing Manager. In order to facilitate checking of quotations for extras or credits, all requests for change orders shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Where major cost items are Subcontracts, they shall also be itemized. Requests will be reviewed by the Purchasing Manager.
- D. Each written Request for a Change Order must be accompanied by written suggestions where costs can be reduced to offset the Change Order increase requested or a written certification stating that the Contractor has reviewed the work to be performed and cannot identify areas where costs can be reduced.
- E. A written Change Order must be issued by the Purchasing Manager prior to commencing any additional work covered by such order. Work performed without proper authorization shall be the Contractor's sole risk and expense.
- F. All change order requests and approvals shall comply with the provisions of 720 ILCS 5/33E-9.

16. RESPONSIBILITY OF BIDDER

Bidders shall be evaluated as follows (not listed in order of priority) to determine responsibility:

- References (Complete the Reference Sheet included herein)
- Firm/Staff Experience

Identify references for similar projects as outlined above. Please include the organization, contact name, title, address, telephone number and cost of the project on the reference sheet provided herein. Failure to provide references as identified may result in the bidder being considered not responsible with no further consideration for award.

No agreement will be awarded to any person, firm or corporation that is in whole or in part, in an unsatisfactory manner, in any agreement with the Village, or who is a defaulter as to surety or otherwise upon any obligation to the Village.

17. ADDITIONS/DELETIONS

The quantities indicated are estimated quantities. The Village does not guarantee any specific amount and shall not be held responsible for any deviation. This contract shall cover the Village's requirements whether more or less than the estimated amount.

The Village reserves the right to increase and/or decrease quantities, or add or delete locations during the term of the Agreement, whatever is deemed to be in the best interest of the Village.

18. SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail or apparent omission from it as detailed description concerning any portion shall be interpreted as meaning that only the best commercial material or practice shall prevail and that only items of the best material or workmanship to be used.

19. HOLD HARMLESS

The Contractor agrees to indemnify, save harmless and defend the Village and its respective elected and appointed officials, employees, agents, consultants, attorneys and representatives and each of them against and hold it and them harmless from any and all lawsuits, claims, injuries, demands, liabilities, losses, and expenses; including court costs and attorneys' fees for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of, or in connection with the work covered by this project. The foregoing indemnity shall apply except if such injury is caused directly by the willful and wanton conduct of the Villages, its agents, servants, or employees or any other person indemnified hereafter. The obligations of the Contractor under this provision shall not be limited by the limits of any applicable insurance required by the Contractor. The Contractor's obligations under this Section shall survive the expiration or termination of this Agreement.

20. CHANGE IN STATUS

The Contractor shall notify the Village immediately of any change in its status resulting from any of the following: (a) vendor is acquired by another party; (b) vendor becomes insolvent; (c) vendor, voluntary or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) vendor ceases to conduct its operations in normal course of business. The Village shall have the option to terminate its contract with the vendor immediately on written notice based on any such change in status.

21. TERMINATION

The Village reserves the right to terminate this Agreement, or any part thereof, upon thirty (30) days written notice. In case of such termination, the Contractor(s) shall be entitled to receive payment from the Village for work completed to date in accordance with the terms and conditions of this agreement. In the event that this Contract is terminated due to Contractor's default, the Village shall be entitled to purchase substitute items and/or services elsewhere and charge the Contractor with any or all losses incurred, including attorney's fees and expenses.

22. TERMINATION FOR DEFAULT

The Village reserves the right to immediately terminate this Agreement with written notification for default. Contractor's default shall include but not be limited to: failure to perform or complete tasks outlined in the specifications within the stipulated time frame, failure of requests to provide additional labor, any criminal activity by any staff member within the Village, failure to promptly comply with the contract specifications and repeat non-compliance with the contract specifications after written notice, etc.

23. REFERENCES

The Contractor shall provide customer references using the form identified herein. Each bidder must demonstrate at least five (5) years' prior experience, as a full-time firm, primarily, continuously and actively engaged in the work as identified in the Scope of Work.

The Village reserves the right to contact references, review financial statements and any other resources to determine the capability of the bidder.

24. SUBCONTRACTORS

If any Bidder submitting a bid intends on subcontracting out all or any portion of the engagement, that fact, and the **name of the proposed subcontracting firm(s) must be clearly disclosed in the bid on the form provided herein** (use additional sheets if necessary).

In the event the Contractor requires a change of the subcontractor (s) identified, a written request from the Contractor and a written approval from the Village is required.

Failure to identify subcontractors could result in disqualification.

25. PROTEST PROCEDURE

The full context of Protest Procedures can be found in the Village's Procurement Policy at <https://glenview.il.us/government/Pages/Purchasing.aspx>. An overview of the procedures are included below.

Any bidder wishing to file a protest regarding the bid process may do so by giving written notice to the Village's Purchasing Division within three (3) business days of award. This notice must include a protest bond, the title of the requirement, the request for bid number, the closing date and the nature of the protest.

In the event that the protest cannot be resolved by mutual agreement, the Purchasing Division shall refer the protest to the Village Manager or his/her duly authorized representative within five (5) business days after the protest meeting with a recommendation, in writing, for resolution of the protest. The Village Manager may conduct an evidentiary hearing at his or her sole option, and may designate a representative to preside at such hearing. The Village Manager will conduct a review and make an attempt to resolve the issue in a manner amicable to all parties within ten (10) business days after receipt of the recommendation, date of the hearing or the review, whichever is later.

26. PRECEDENCE

Where there appears to be variances or conflicts, the following order of precedence shall prevail: The Agreement between the Village and Contractor, the Village's Project Specifications, the Village's General Terms & Conditions and Special Terms & Conditions and the Contractor's Bid Response.

27. JURISDICTION, VENUE, CHOICE OF LAW

This agreement shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in the Circuit Court of Cook County, State of Illinois.

28. PROPERTY OF THE VILLAGE

All documents, findings and work products shall become the property of the Village upon payment for services rendered.

29. ON-ENFORCEMENT BY THE VILLAGE

The Contractor shall not be excused from complying with any of the requirements of the agreement because of any failure on the part of the Village, on any one or more occasions, to insist on the Contractor's performance or to seek the Contractor's compliance with any one or more of said terms or conditions.

28. RESERVATION OF RIGHTS

The Village reserves the right to accept the Bid that is, in its judgment, the best and most favorable to the interests of the Village and the public; to reject the low price Bid; to reject any and all Bids; to accept and incorporate corrections, clarifications or modifications following the opening of the Bid when to do so would not, in the Village's opinion, prejudice the bidding process or create any improper advantage to any Bidder; and to waive irregularities and informalities in the bidding process or in any Bid submitted; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defects or informalities, and Bidders should not rely upon, or anticipate, such waivers in submitting the Bid. The enforcement of this Reservation of Rights by the Village shall not be considered an alteration of the bids.

29. NON APPROPRIATIONS

The Village reserves the right to terminate their respective part of this contract or to reject bids, in the event that sufficient funds to complete the contract are not appropriated by the Village Board of Trustees of the Village.

30. COMPETENCY OF BIDDER

If requested in writing by the Village, the Bidder must present within three (3) working days, satisfactory evidence of its ability and possession of the necessary facilities, experience, financial resources and adequate insurance to comply with the terms of the Contract Documents.

31. CONTRACTOR'S LICENSES

The bidder to which the contract is awarded (including subcontractors), prior to commencing any work, must have a valid Contractor's License or other required license on-file with the Village.

32. PERMITS AND LICENSES

A. Contractor shall obtain, at its own expense, all permits and licenses which may be required to complete the Work, and/or required by municipal, state, and federal regulations and laws. Prior to performing any Work, Contractor and all subcontractors must obtain a business license in the Village. Contractor is directed to the permitting requirements (including but not limited fence, construction, demolition, dumpster, electrical, grading, plumbing, right-of-way and roofing permits) contained in the Village's code.

B. Contractor represents that it, its employees, agents and subcontractors shall hold all required licenses, permits, qualifications and certificates, and have duly registered and otherwise complied in all respects with all applicable federal, state and local laws, regulations and ordinances applicable to the performance of this contract.

33. SAFETY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and

programs in connection with the work on this project. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, or injury to all persons and property. The Contractor shall comply with all applicable federal, state, and local safety laws, regulations and codes. The Contractor shall be in charge of, and responsible for, maintaining the site and performing the Work, so as to prevent accidents or injury to persons on, about, or adjacent to the site where the Work is being performed. The Contractor shall maintain and implement, and ensure that all Subcontractors maintain and implement, an appropriate safety/loss prevention program for the protection of the life and health of employees and persons nearby. The Contractor is fully responsible and assumes liability for the failure of Subcontractors to comply with the requirements herein.

34. ADDITIONAL SAFETY STANDARDS

Contractor shall perform all Work in compliance with all applicable Federal, State and local laws and regulations, including but not limited to, the following:

All equipment used under this contract shall be maintained in good operating condition and be appropriately licensed and inspected by the State of Illinois or authority having jurisdiction.

Any hazardous work practice(s) being conducted as determined by Facilities Manager or his/her designee shall be immediately discontinued by the Contractor upon receipt of either written or verbal notice by the Director of Public Works or his/her designee to discontinue such practice(s). The Contractor shall not continue any work which it considers dangerous and shall immediately notify the Director of Public Works or his/her designee if such is the case.

35. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor and no employee or agent of the Contractor shall be deemed for any reason to be an employee or agent of the Village.

36. AUDIT/ACCESS TO RECORDS

- A. The contractor shall maintain books, records, documents and other evidence directly pertinent to performance on the work under this agreement consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards. The contractor shall also maintain the financial information and data used by the contractor in the preparation or support of any cost submissions required under this subsection, (Negotiation of Contract Amendments, Change Orders) and a copy of the cost summary submitted to the owner. The Auditor General, the owner, the Agency, or any of their duly authorized representatives shall have access to the books, records, documents, and other evidence for purposes of inspection, audit, and copying. The contractor will provide facilities for such access and inspection.
- B. If this contract is a formally advertised, competitively awarded, fixed price contract, the contractor agrees to include access to records as specified in above. This requirement is applicable to all negotiated change orders and contract amendments in excess of \$25,000, which affect the contract price. In the case of all other prime contracts, the contractor also agrees to include access to records as specified above in all his contracts and all tier subcontracts or change orders thereto directly related to project performance, which are in excess of \$25,000.
- C. Audits conducted pursuant to this provision shall be consistent with generally accepted auditing standards in accordance with the American Institute of Public Accountants Professional Standards.
- D. The contractor agrees to the disclosure of all information and reports resulting from access to records pursuant to the subsection above. Where the audit concerns the contractor, the auditing agency will afford the contractor an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.
- E. Records under the subsections above shall be maintained and made available during performance of the work under this loan agreement and until three years from the date of final audit for the project. In addition,

those records which relate to any dispute or litigation or the settlement of claims arising out of such performance, costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the date of resolution of such dispute, appeal, litigation, claim or exception.

- F. The right of access conferred by this clause will generally be exercised (with respect to financial records) under:
- i. negotiated prime contractors;
 - ii. negotiated change orders or contract amendments in excess of \$25,000 affecting the price of any formally advertised, competitively awarded, fixed price contract; and
 - iii. subcontracts or purchase orders under any contract other than a formally advertised, competitively awarded, fixed price contract.
- G. This right of access will generally not be exercised with respect to a prime contract, subcontract, or purchase order awarded after effective price competition. In any event, the right of access shall be exercised under any type of contract or subcontract:
- i. with respect to records pertaining directly to contract performance, excluding any financial records of the contractor; and
 - ii. if there is any indication that fraud, gross abuse, or corrupt practices may be involved.

37. CONFIDENTIALITY

Contractor understands that it may receive or gain access to information that is confidential or highly sensitive in nature and acknowledges that such information will be used only for the purpose of fulfilling its obligations under the Agreement. Further, any output from this Agreement is to be kept confidential and is for the sole use of the Village. Contractor shall not reveal such information and/or output to other parties without the express written permission of the Village. All records and documents received by Contractor from the Village shall remain the sole property of the Village and all such records, or exact copies thereof, shall be turned over intact to the Village within ten (10) days of the Village's request.

Confidential information shall include, without limitation:

- A. All information that concerns the business affairs of the Village including, without limitation, financial information, and all other data, records, and proprietary information involving the Village's business operations;
- B. Any information developed or created by Contractor in connection with the services being rendered under this Agreement by Contractor; and
- C. Any other information reasonably identified by the Village as confidential; provided however that confidential information shall not include the following:
 - i. Information known by, or generally available to the public at large through no breach by Contractor of this Agreement;
 - ii. Any information given to Contractor by a third party without continuing restrictions on its use;
 - iii. Information disclosed by Contractor with the Village's written approval; and
 - iv. Information required to be disclosed by law.

38. FREEDOM OF INFORMATION ACT

As a Contractor of the Village, Contractor may be subject to certain records requests brought pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/1, et seq. (the "Act") Contractor agrees to cooperate with the Village to answer requests for records brought pursuant to the Act for which Contractor may have records in its possession.

39. OMISSIONS/HIDDEN CONDITIONS

The drawings and/or specifications are intended to include all work and materials necessary for completion of the work. Any incidental item of material, labor, or detail required for the proper execution and completion of the work and omitted from either the drawings or specifications or both, but obviously required by governing codes, federal or state laws, local regulations, trade practices, operational functions, and good workmanship,

shall be provided as a part of the contract work at no additional cost to the owner, even though not specifically detailed or mentioned.

40. NEW PARTS AND MATERIALS: TITLE

Equipment and materials must be of current date (latest model or supply) and meet specifications. This provision excludes the use of surplus, re-manufactured or used products, whether in part or in whole, except where specifications explicitly provide, therefore. Further, the bidder warrants that it has lien free title to all equipment, supplies, or materials purchased under the terms of this contract.

41. EXCEPTIONS TO SPECIFICATIONS

Any exceptions to these specifications shall be listed and fully explained on a separate page entitled "Exceptions to Specifications", prepared by the Bidder on its firm's letterhead, to be attached to and submitted with these documents at the time of submission of the bid. **Each exception must refer to the page number and paragraph to which it pertains.** The nature of each exception shall be fully explained. Bidders are cautioned that any exceptions to these specifications may be cause for rejection of the bid.

Should a Bidder submit a bid where any exception is not clearly marked, described and explained, the Village will consider the bid to be in strict compliance with these specifications. If then awarded an agreement, the successful Bidder shall comply with all requirements in accordance with these specifications.

42. FIELD MODIFICATIONS

A field modification is written by the Village to the contractor for purposes of clarification of the specifications or plans. A field modification is limited to items that do not change the scope of the project. Field modifications do not affect either the project cost or completion date.

Field modifications become part of the Contract Documents and become binding upon the contractor if he fails to object within three (3) working days after receiving the modification. A field modification may be used as the basis of a project cost change or contract extension if all parties agree on the field modification form to a potential future claim of either party, or that the field modification will be complied with, but under protest.

41. NOTICE TO PROCEED

No work shall be undertaken prior to contract approval by the Contractor and the Village and the issuance of a Notice to Proceed and purchase order.

42. GUARANTIES AND WARRANTIES

All guaranties and warranties required shall be furnished by the bidder and shall be delivered to the Village before the final voucher on the contract is issued.

43. SECURITY GUARANTEE

Each bidder shall submit a Bid Bond to serve as a guarantee that the bidders shall enter into a contract with the Village to perform the work identified herein, at the price bid. As soon as the bid prices have been compared, the Village will return the bonds of all except the three lowest responsible bidders. When the Agreement is executed the bonds of the two remaining unsuccessful bidders will be returned. The bid bond of the successful bidder will be retained until the payment bond and performance bond have been executed and approved, after which it will be returned.

Any bid not complying with the Security requirement may be rejected as non-responsive.

A scanned copy of the bid bond must be included in the pdf file submission on DemandStar.com.

44. CONTRACT BONDS

The successful Contractor shall furnish within ten (10) calendar days after being notified of the acceptance of bid:

6.1 A performance bond satisfactory to the Village, executed by a surety company authorized to do

business in the State of Illinois, in an amount equal to 100 percent (100%) of the purchase order issued by the Village as security for the faithful performance of the Village's contract; and

- 6.2 A payment bond satisfactory to the Village, executed by a surety company authorized to do business in the State of Illinois, for the protection of all persons supplying labor and materials to the Contractor or Subcontractors for the performance of work provided for in the contract, in an amount equal to 100 percent (100%) of the purchase order issued by the Village.
- 6.3 Documents required by this section must be received and approved by the Owner before a written contract will be issued.

All bonds must be from companies having a rating of at least A-minus and of a class size of at least X as determined by A.M. Best Ratings.

45. **SEVERABILITY**

If any part of this Agreement shall be held to be invalid for any reason, the remainder of this Agreement shall be valid to the fullest extent permitted by law.

46. **NOTICES**

Any notices or demands, which may be or are required, to be given by either party to the other under this Agreement shall be in writing, and all notices, demands and payments required to be given or made hereunder shall be given or made either: (a) by hand delivery; or (b) by United States certified mail, postage prepaid addressed to the Village or Contractor, respectively, at the following addresses, or at such other place as the Village or Contractor may from time to time designate in writing:

<u>If to the Village:</u> The Village of Glenview 2500 East Lake Avenue Glenview, IL 60026 Attn: _____	<u>With a copy to:</u> Julie A. Tappendorf Ancel Glink 140 S. Dearborn Street, 6 th Floor Chicago, IL 60603
<u>If to the Contractor:</u> <i>Advanced Tree care</i> <i>600 Industrial Dr</i> <i>Lincolnshire IL 60069</i> Attn: <i>Mike Brumme</i>	<u>With a copy to:</u> _____ _____ _____

SPECIAL TERMS & CONDITIONS

1. INSURANCE

The Contractor shall be required to purchase and maintain during the life of the Agreement, the following required insurance with limits of not less than set forth below:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

Coverage on an occurrence basis that insures against claims for bodily injury (including death), property damage and personal and advertising injury arising out of or in connection with any Services under the Agreement, whether such operations or services are by the Contractor or a subcontractor. The minimum limits of liability for this insurance is as follows:

- a. \$1,000,000 combined single limit - each occurrence
- b. \$1,000,000 personal and advertising injury;
- c. \$2,000,000 combined single limit - general aggregate; and
- d. \$1,000,000 combined single limit - products/completed operations aggregate.

This insurance shall include coverage for all of the following:

- e. When the following box is checked - ☐ any general aggregate limit shall apply per project;
- f. Liability arising from premises and operations;
- g. Liability arising from the actions of independent contractors;
- h. When the following box is checked - ☐ liability arising from the explosion, collapse and underground hazards;
- i. Liability arising from products and completed operations with such coverage to be maintained for two (2) years after termination of the Agreement;
- j. Contractual liability including protection for the Contractor from bodily injury (including death) and property damage claims arising out of liability assumed under any resulting Agreement; and

On all Commercial General Liability Insurance policies, the Village, its elected and appointed officials and its employees shall be named as additional insureds, on a primary and non-contributory basis. The endorsements evidencing the additional insured status required herein shall accompany the certificates of insurance furnished to the Village under this Section.

B. BUSINESS AUTO LIABILITY INSURANCE

At least \$1,000,000 combined single limit each accident, covering bodily injury (including death) and property damage claims arising out of the ownership, maintenance or use of owned, non-owned, and hired autos.

C. WORKERS' COMPENSATION INSURANCE

Statutory benefits as required by Illinois law, including standard Other States Insurance and Employers' Liability Insurance with limits of at least \$1,000,000 each accident/\$1,000,000 each employee disease/\$1,000,000 disease policy limit. The minimum employers' liability limits may be satisfied with a combination of employers' liability and umbrella excess liability insurance.

D. UMBRELLA EXCESS LIABILITY or EXCESS LIABILITY INSURANCE

Umbrella Excess Liability or Excess Liability insurance with minimum limits of:

- a. \$5,000,000 combined single limit - each occurrence;
- b. \$5,000,000 combined single limit – aggregate other than products/completed operations and auto liability; and
- c. \$5,000,000 combined single - products/completed operations aggregate.

This insurance shall include all of the following coverages on the applicable schedule of underlying

insurance:

- d. Commercial general liability;
- e. Business auto liability; and
- f. Employers' liability,

and shall follow form with the coverage provisions required for underlying insurance.

E. PROFESSIONAL LIABILITY INSURANCE

Professional Liability Insurance with limits of at least \$1,000,000 each occurrence and \$2,000,000 aggregate, for claims alleging acts, errors or omissions by the Contractor or its subcontractors, arising from the rendering or failure to render Contractor's professional services under the Agreement.

The Contractor shall not commence services under the Agreement until it has obtained, at its own expense, all required insurance and such insurance has been approved by the Village; nor shall the Contractor allow any subcontractor to commence operations or services on any subcontract until all insurance required of the subcontractor has been so obtained and approved by the Contractor. Approval of the Contractor's required insurance will be granted only after submission to the Village of original certificates of insurance and any required endorsements evidencing the required insurance, signed by authorized representatives of the insurers, to the Village via e-mail to purchasing@glenview.il.us.

1. The Contractor shall require all subcontractors to maintain during the term of the Agreement, commercial general liability insurance, business auto liability insurance and workers' compensation and employers' liability insurance to the same extent required of the Contractor in 1.A., 1.B., 1.C. and 1.E. (when required) herein. The Contractor shall furnish subcontractor's certificates of insurance to the Village immediately upon the Village's request.
2. Providing any insurance required herein does not relieve the Contractor of any of the responsibilities or obligations assumed by the Contractor in the Agreement or for which the Contractor may be liable by law or otherwise.
3. Failure to provide and continue in force insurance as required herein may be deemed a material breach of the Agreement and shall be grounds for immediate termination of the Agreement by the Village, in the Village's sole discretion.
4. Failure of the Village to receive from Contractor certificates or other evidence of full compliance with these insurance requirements or failure of the Village to identify a deficiency in these requirements from such certificates or other evidence provided shall not be construed as a waiver of Contractor's obligation to maintain required insurance.
5. By requiring insurance and insurance limits herein, the Village does not represent that coverage and limits will necessarily be adequate to protect Contractor.
6. The Contractor shall advise the Village via email to purchasing@glenview.il.us and by certified mail, return receipt requested, within two (2) business days after Contractor's receipt of any notice of cancellation, non-renewal, or other termination of, or any substantive change to any insurance policy providing or represented as providing the coverages mandated herein. Failure to do so may be construed as a material breach of the Agreement.
7. The Contractor's and all subcontractor's insurers must be lawfully authorized to do business in the State of Illinois and must be acceptable to the Village, in their sole discretion. All such insurers must have a Best's Financial Strength Rating of "A" or better, and a Financial Size Category of "Class VII" or better in the latest evaluation by the A. M. Best Company, unless the Village grants specific prior written approval for an exception.
8. Any deductibles or retentions of \$5,000 or greater (\$10,000 for umbrella excess liability) for any policies required hereunder shall be disclosed by the Contractor, and are subject to the Village's prior written approval. Any deductible or retention amounts elected by the Contractor or its subcontractor or imposed by

Contractor's or its subcontractor's insurer(s) shall be the sole responsibility of Contractor or its subcontractors and are not chargeable to the Village as expenses.

9. If any required insurance purchased by the Contractor or its subcontractors has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included remain the same. Contractor or its subcontractor must either:

- a. Agree to provide certificates of insurance to the Village evidencing the above coverages for a period of two (2) years after termination. Such certificates shall evidence a retroactive date no later than the beginning of the Services under the Agreement, or;
- b. Purchase an extended (minimum two (2) years) reporting period endorsement for each such "claims made" policy in force as of the date of termination and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance and a copy of the endorsement itself. Such certificates and copy of the endorsement shall evidence a retroactive date no later than the beginning of the Services under the Agreement.

10. **Certificate of Insurance** that states the Village of Glenview has been endorsed as an "additional insured" by the Contractor's **insurance carrier**. **Specifically, this Certificate must include the following language: "The Village of Glenview and their respective elected and appointed officials, employees, agents, consultants, attorneys and representatives, are, and have been endorsed, as an additional insured under the above referenced policy number(s)_____ on a primary and non-contributory basis for general liability and automobile liability coverage for the duration of the contract term."**

2. WARRANTY

- A. Contractor warrants to the Village that all materials furnished under this Contract shall be new and of the most suitable grade for the purpose intended and that all Work shall be of good quality, free from faults and defects and in conformance with the Contract Documents. Prior to Final Completion, Contractor shall deliver to the Village all warranties required under the Contract Documents, or to which Contractor is entitled from manufacturers, suppliers, and Subcontractors. Unless otherwise provided, all warranties for products and materials incorporated into the Work shall begin on the date of Substantial Completion and remain in effect for a period of one (1) year.
- B. Neither the final payment, any provision in the Contract Documents nor partial or entire use or occupancy of the premises by the Owner shall constitute an acceptance of Work not done in accordance with Contract Documents or relieve the Contractor or its sureties of liability with respect to any warranties or responsibilities for faulty or defective materials and workmanship. Contractor or its sureties shall remedy any defects in Work and any resulting damage to Work at its own expense. Contractor shall be liable for correction of all damage resulting from defective Work. If Contractor fails to remedy any defects or damage, the Village may correct the defective Work or repair damages and the cost and expense incurred shall be paid by or be recoverable from the Contractor or its surety.
- C. Contractor warrants that the Work shall be done in a workmanlike manner in strict accordance with the Contract Documents and guarantees that the labor and material will be free of defects for the period stated in the Contract Documents, but in no event less than one (1) year from the date of Substantial Completion.

3. EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT (30 ILCS 570/)

Pursuant to 30 ILCS 570/0.01 *et seq.*, any month immediately following 2 consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5% as measured by the United States Department of Labor, the Contractor shall employ only Illinois laborers on this project unless Illinois laborers are not available, or are incapable of performing the particular type of work involved, which the contractor must certify with the Village's Purchasing Division.

4. EQUAL EMPLOYMENT OPPORTUNITY

The successful Proposer shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.*, as

amended, and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), which is incorporated herein by reference. Additionally, the consultant shall comply with any Fair Employment Ordinance that has been adopted by the Village.

5. ILLINOIS HUMAN RIGHTS ACT (775 ILCS 5/)

In the event the Contractor's non-compliance with the provision of the Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Applicable Rules and Regulations of the Illinois Department of Human Rights ("Department"), the contractor 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 cancelled or voided in whole or part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

6. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT (820 ILCS 265/1, et seq.)

Contractor shall comply with all provisions of 820 ILCS 265/1, *et seq.* including having in place, and providing to the Village, a written substance abuse program for the prevention of substance abuse among employees PRIOR to commencement of work on a Village project. Contractor shall be responsible for ensuring its substance abuse program meets or exceeds the standards set forth in the Substance Abuse Prevention on Public Works Projects Act. If a collective bargaining agreement is in effect that fulfills the aforementioned requirements, Contractor shall provide the Village with a copy of the relevant sections of said agreement in lieu of the written substance abuse program.

7. WAIVER OF WORKERS COMPENSATION/OCCUPATIONAL DISEASE EXPENSE REIMBURSEMENT

The Contractor agrees to waive any and all rights to reimbursement of workers' compensation expenses under Section 1(a)(4) of the Illinois Workers' Compensation Act (820 ILCS 305), and as amended; and the Contractor agrees to waive any and all rights to reimbursement of occupational disease expenses under Section 1(a)(3) of the Illinois Occupational Diseases Act (820 ILCS 310), and as amended.

8. TOXIC SUBSTANCES DISCLOSURES

All bidders must comply with the requirements of the Toxic Substance Disclosure to Employees Act, for any materials, supplies, and covered by said Act.

9. ALTERNATE AND MULTIPLE BIDS

Unless otherwise indicated in these documents, the bidder may not submit alternate or multiple bids as part of this package. The submission of more than one bid within a single package may be cause for rejection of any or all of the bids of that bidder.

10. EQUALITY/BRAND NAME

Whenever this RFB mentions an item by name and uses specific descriptions, it is intended to convey to the Contractor an understanding of the standard of excellence required by the village. Items of equal type, quality, and size, which will conform substantially to the standard of excellence established to provide equivalent merit, strength, durability, and to perform the required functions in accordance with this RFB may be offered. Manufacturer/model names provided in the bid specifications herein convey the standard and uniformity the Village demands.

It shall be understood that prior to bidding a substitute, the bidder must receive prior **written** approval. Therefore, it shall be understood that, by submitting a bid, the bidder is stating to the Village that no substitutions were made and that the bidder's pricing is based upon pre-approved brands.

The Village shall be the sole determiner about whether a substitute item is equal to the item specified.

11. SUBSTITUTIONS

No substitutions shall be allowed during the term of this agreement without written consent from the Village's Purchasing Division. The contractor shall request permission to substitute an item of equal or higher quality when an item ordered is unavailable for delivery within the time required by the Department of Facilities.

12. AFFIDAVITS

The following affidavits included in these contract documents must be executed and submitted with the bid:

- a) References
- b) Disqualification of Certain Bidders (affirmation by signing bid form)
- c) Affidavit/Anti-collusion
- d) Conflict of Interest Form
- e) Tax Compliance
- f) Identification of Subcontractors
- g) Participation Affidavit

13. COORDINATION

The Contractor shall appoint a single point of contact for communications and coordination with the Public Works Director or his/her designee. This individual shall be responsible for arranging work assignments, follow-up monitoring and supervision of work.

14. REPORTING

A status report indicating the work completed the week prior and the work planned for the current week should be provided to the Director of Public Works or his/her designee weekly. The weekly report should also indicate any issues that the Contractors staff have experienced during the week as well as any work planned that was not accomplished.

15. SUPERVISION

The Contractor is responsible for supervising all employees and their work. Any work which the Public Works Director or his/her designee determines not to be satisfactory must be performed again at the Contractor's own expense. The Contractors supervisor should conduct random or spot inspections of its employees work.

The Contractors supervisor is also responsible for training new personnel and any additional training of experienced personnel as requested by the Village at the Contractor's expense. Training includes, but shall not be limited to, geographic areas of the Village, field equipment, and safety. The Village reserves the right to require a replacement of the Supervisor if they do not meet Village standards.

16. DAMAGES

The Contractor is responsible for any damage to public or private property caused as a result of their work. The Contractor shall take all necessary steps to prevent damage to public right-of-ways, trees, businesses, houses, sidewalks, and other real or personal property. If any claims are filed by residents, the Contractor should resolve all claims and report the claim to the Public Works Director or his/her designee within 12 hours.

LABOR STATUTES, RECORDS AND RATES CONSTRUCTION CONTRACTS FOR VILLAGE OF GLENVIEW - STATE OF ILLINOIS

All Contractors shall familiarize themselves with all provisions of all Acts referred to herein and in addition shall make an investigation of labor conditions and all negotiated labor agreements which may exist or are contemplated at this time. Nothing in the Acts referred to herein shall be construed to prohibit the payment of more than the prevailing wage scale.

In the employment and use of labor, the Contractor and any subcontractor of the Contractor shall conform to all Illinois Constitutional and statutory requirements including, but not limited to, the following:

- 1.0 Equal Employment Opportunity:
 - 1.1 Illinois Constitution, Article I, Section 17, which provides: "All persons shall have the right to be free from discrimination on the basis of race, color, creed, national ancestry and sex in the hiring and promotion practices of any employer or in the sale or rental of property."
 - 1.2 Illinois Constitution, Article I, Section 18, which provides: "The equal protection of the laws shall not be denied or abridged on account of sex by the state of its units of local government and school districts."
 - 1.3 The Public Works Employment Discrimination Act, 775 ILCS 10/1, provides in substance that no person may be refused or denied employment by reason of unlawful discrimination, nor may any person be subjected to unlawful discrimination in any manner in connection with contracting for or performance of any work or service of "any kind by, for, on behalf of, or for the benefit of the State, or of any department, bureau, commission, board or other political subdivision or agency thereof."
 - 1.4 Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), which is incorporated herein by reference. Furthermore, the Contractor shall comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended.
- 2.0 The Veterans Preference Act, 330 ILCS 55/1, provides: "In the employment and appointment to fill positions in the construction, addition to, or alteration of all public works undertaken or contracted for by the State, or any of its political subdivisions thereof, preference shall be given to persons who have been members of the Armed Forces of the United States...in times of hostilities with a foreign country..."
- 3.0 The Servicemen's Employment Tenure Act, as amended, 330 ILCS 60/2, "safeguarding the employment and the rights and privileges inhering in the employment contract, of servicemen."
- 4.0 The Prevailing Wage Act, 820 ILCS 130/0.01 et seq., provides: "It is the policy of the State of Illinois that a wage of no less than the general prevailing hourly rate as paid for work of a similar character in the locality in which the work is performed, shall be paid to all laborers, workers and mechanics employed by or on behalf of any and all public bodies engaged in public works." The current Schedule of Prevailing Wages for Cook County and/or Lake County must be prominently posted at the project site by the Contractor.
 - 4.1 The Prevailing Wage Act, 820 ILCS 130/4, provides: "All bid specifications shall list the specified rates to all laborers, workers and mechanics in the locality for each craft or type of worker or mechanic needed to execute the contract. If the Department of Labor revises the prevailing rate of hourly wages to be paid by the public body, the revised rate shall apply to such contract, and the public body shall be responsible to notify the Contractor and each subcontractor of the revised rate."

4.1.1 The Village shall notify the Contractor of any revised rates as determined by the Department of Labor and as received by the Village. It shall be the responsibility and liability of the Contractor to promptly notify each and every subcontractor of said revised rates.

4.1.2 Unless otherwise specified in the Contract Documents, the Contractor shall assume all risks and responsibility for any changes to the prevailing hourly wage which may occur during the Contract Time. A revision to the prevailing rate of hourly wages shall not be cause for any adjustment in the Contract Sum.

4.2 Pursuant to PA 100-1177 and in accordance with 820 ILCS 130/5.1, the Contractor shall submit to the Illinois Department of Labor all certified payroll records for prevailing wage work performed by Contractor employees or subcontractors.

5.0 The Child Labor Law, as amended, 820 ILCS 205/1, which provides: "No minor under 16 years of age...at any time shall be employed, permitted or suffered to work in any gainful occupation...in any type of construction work within this state."

The Contractor will include verbatim or by reference the provisions contained herein in every 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. The Contractor will be liable for compliance with these provisions by such subcontractors.

The Contractor and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by him in connection with the contract. This record shall be open at all reasonable hours for inspection by any representative of the Village or the Illinois Department of Labor and must be preserved for four (4) years following completion of the contract.

The current Prevailing Wages Rates for Cook County can be found at:

<https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>

REFERENCES

Please list below five (5) references for which your firm has performed similar work for municipalities as identified in Bidder Qualifications.

Municipality: Village of Northbrook
Address: 655 Huehl Rd
City, State, Zip Code: Northbrook, IL, 60062
Contact Person/
Telephone Number: Terry Cichocki / (847) 272-7411
Dates of Service/Award
Amount: 2010-2023 / 500K+

Municipality: Village of Schaumburg
Address: 101 Schaumburg Ct
City, State, Zip Code: Schaumburg, IL, 60193
Contact Person/Telephone
Number: Justin Briski / (847)274-7950
Dates of Service/Award
Amount: 2020-2023 600k+

Agency: City of Highland Park
Address: 1150 Half Day Rd
City, State, Zip Code: Highland Park, IL, 60035
Contact Person/
Telephone Number: Ben Miller / (847)926-1604
Dates of Service/Award
Amount: 2016-2023 500K+

Agency: Village of Glenview
Address: 2500 East Lake Ave
City, State, Zip Code: Glenview, IL, 60026
Contact Person/
Telephone Number: Dewayne Balcom / (847)724-1700
Dates of Service/Award
Amount: 2016-2023 500K+

Agency: Village of Deerfield
Address: 465 Elm Street
City, State, Zip Code: Deerfield, IL, 60015
Contact Person/
Telephone Number: Dan Busscher / (847)317-7245
Dates of Service/Award
Amount: 2012-2023 800k+

DISQUALIFICATION OF CERTAIN BIDDERS
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PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or subcontract, for a stated period of time, from the date of conviction or entry of a plea or admission of guilt, if the person or business entity,

- (A) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bribery or attempting to bribe an officer or employee in the State of Illinois, or any State in the United States in that officer's or employee's official capacity;
- (B) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bid rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act 15 U.S.C.;
- (C) has been convicted of bid rigging or attempting to rotate bids under the laws of the State of Illinois, or any state in the United States;
- (D) has been convicted of bid rotating or attempting to rotate bids under the laws of the State of Illinois, or any state in the United States;
- (E) has been convicted of an act committed, within the State of Illinois or any state in the United States, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and Clayton Act 15 U.S.C. Sec. 1 et seq.;
- (F) has been convicted of price-fixing or attempting to fix prices under the laws of the State of Illinois, or any state in the United States;
- (G) has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois or in any state in the United States;
- (H) has made an admission of guilt of such conduct as set forth in subsection (A) through (G) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to;
- (I) has entered a plea of nolo contendere to charges of bribery, price fixing, bid rigging, bid rotating, or fraud; as set forth in subparagraphs (A) through (G) above.

Business entity, as used herein, means a corporation, partnership, trust, association, unincorporated business or individually owned business.

(Please sign bid form indicating compliance)

ANTI-COLLUSION AFFIDAVIT AND CERTIFICATION

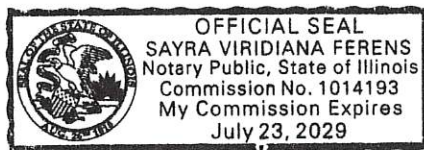
Mike Bramucci, being first duly sworn,
deposes and says that he is _____
Owner
(Partner, Officer, Owner, Etc.)
of _____
Advanced Tree Care
(Contractor)

The party making the foregoing bid or bid, that such bid is genuine and not collusive, or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the bid price element of said bid, or of that of any other bidder, or to secure any advantage against any other bidder or any person interested in the proposed contract. The undersigned certifies that he 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.

[Handwritten signature]

Advanced Tree Care Inc
(Name of Bidder if the Bidder is an Individual)
(Name of Partner if the Bidder is a Partnership)
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed a sworn to before a notary public.
Subscribed and Sworn to this 24th day of October, 2025



Saura Viridiana Terens
Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the bid.

CONFLICT OF INTEREST

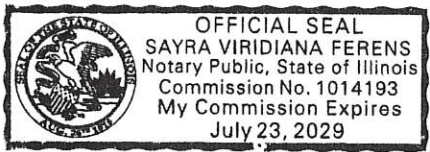
Mike Bramucci, hereby certifies that

it has conducted an investigation into whether an actual or potential conflict of interest exists between the bidder, its owners and employees and any official or employee of the Village of Glenview.

Bidder further certifies that it has disclosed any such actual or potential conflict of interest and acknowledges if bidder has not disclosed any actual or potential conflict of interest, the Village may disqualify the bid.

Advanced Tree Care Inc
(Name of Bidder if the Bidder is an Individual)
(Name of Partner if the Bidder is a Partnership)
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed a sworn to before a notary public.
Subscribed and Sworn to this 24th day of October, 2025



Sayra Viridiana Ferens
Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the bid.

TAX COMPLIANCE AFFIDAVIT

Mike Bramucci, being first duly sworn,

deposes and says that he is Owner
(Partner, Officer, Owner, Etc.)
of Advanced Tree Care inc
(Contractor)

The individual or entity making the foregoing bid or bid certifies that he is not barred from contracting with the Village of Glenview because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act, or entity making the bid or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the contract and allows the municipality to recover all amounts paid to the individual or entity under the contract in civil action

Advanced Tree Care inc
(Name of Bidder if the Bidder is an Individual)
(Name of Partner if the Bidder is a Partnership)
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn to this 24th day of October, 2025



Sayra Viridiana Ferens
Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the bid.

SUB-CONTRACTOR INFORMATION

(ATTACH ADDITIONAL PAGES AS NEEDED)

Name: _____ **# Years in Business:** _____

Address: _____ **# Years used by Contractor:** _____

Services provided by Sub-Contractor: _____

Name: _____ **# Years in Business:** _____

Address: _____ **# Years used by Contractor:** _____

Services provided by Sub-Contractor: _____

Name: _____ **# Years in Business:** _____

Address: _____ **# Years used by Contractor:** _____

Services provided by Sub-Contractor: _____

PARTICIPATION AFFIDAVIT

Mike Bramucci, being first duly sworn,

deposes and says, under penalties as provided in Section -109 of the Illinois Code of Civil Procedures, 735 ILCS 5/1-

109, that he is Owner
(Partner, Officer, Owner, Etc.)

of Advanced Tree Care INC
(Contractor)

The individual or entity making the foregoing Bid or quotation certifies that the Contractor or SubContractor, respectively, is not barred from being awarded a contract or subcontract pursuant to 30 ILCS 500/50-10. Additionally, the Contractor or SubContractor, respectively, certifies he/she is not suspended from doing business with any State, Federal or Local Agency.

[Signature]

Advanced Tree Care Inc

(Name of Quoter if the Quoter is an Individual)
(Name of Partner if the Quoter is a Partnership)
(Name of Officer if the Quoter is a Corporation)



The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn to this 24th day of October, 2025

Sayra Viridiana Ferens
Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the bid.



*Summary
of
Standard Operating Procedures
for
Tree Care Operations*

Purpose

Advanced Tree Care, Inc. is committed to providing a safe and healthful work environment. To protect Employees from exposure to work place hazards and the risk of injury, and as regulated by the American National Standards (ANSI) and the Occupational Safety and Health Administration (OSHA). This brief overview of procedures addresses safe tree care practices that should be followed in any conditions. Training videos, handouts and in person training should be used in conjunction with these procedures to provide complete and more in-depth training. Employees are required to have training in each of the areas below before engaging in any tree care operations.

Applicability

These procedures apply to all employees of Advanced Tree Care, Inc. who may be exposed to possible occupational hazards and injuries in the workplace. This is just a brief sample of Tree Care Standard Operating Procedures.

Procedures For Safe Tree Climbing (Wet or Dry Conditions)

Personal Protective Equipment

- Personal protective equipment is required to be worn by employees. Equipment will vary depending on particular job hazard and includes:
 - Helmets (ANSI Z89.1)
 - Face protection (ANSI Z87.1)
 - Respiratory protection (ANSI Z88.2)
 - Appropriate clothing and footwear
 - Hearing protection
 - Eye protection (ANSI Z87.1)
 - Chain saw resistant leg protection while operating chain saws on ground operations

Job Hazard Analysis

- Check every tree thoroughly before the climb and perform a hazard assessment. These may include:
 - Rain, ice or snow covered branches.
 - Moss and lichens – can create a slippery climbing surface
 - Brittle, small diameter or sloping limbs
 - Damaged limbs
 - Branch stubs or dead branches
 - Weak branch unions
 - Poor tree structure
 - Cankers
 - Cracks
 - Decay
 - Forked unions
 - Indications of root rot
 - Loose bark
 - Bee, hornet or wasps

- Animals in tree
- Overhead utilities

Weather Related Hazards

- Avoid working during thunderstorms
- During wet conditions, extra care should be taken

Job Briefing

- A job briefing shall be performed before the start of each job. The briefing shall be communicated to all employees performing the work

Communication

- Communication shall be established between tree climbers and ground workers before cutting and dropping limbs

Climbing Equipment

- All climbing equipment must meet or exceed ANSI standards
 - Ropes must have a minimum breaking strength of 5,400 pounds
 - Climbing saddles and safety harness shall meet requirements of ANSI A10.14
 - Carabiners must have a minimum tensile strength of 5,000 pounds

Climbing Trees (Wet or Dry Conditions)

- The three-point climbing system shall be used. It incorporates basic principles used at all time when tree climbing.
 - While climbing, each hand and foot is considered a potential point of contact. (Other parts of the body, may be considered a contact point if the point of contact is capable of supporting the full body weight)
 - A lanyard around the tree trunk or suitable branch that is secured to the safety harness of climbing belt on both ends counts as two points of contact.
 - While climbing, three points must be placed firmly in position on a secure surface before moving to another point.

Lanyard Throwing and Catching

- Passing the lanyard around the tree must be done many times throughout a climb.
 - Whenever possible, throw the lanyard with your dominant hand and catch it with your other hand
 - Once you have captured the snap end, secure the snap to the safety harness.
 - Check both ends of the lanyard to make sure they are securely fastened before putting your weight onto the lanyard.

Working in Trees (Wet or Dry Conditions)

- Remove cut limb from trees so that you don't accidentally use them for support.
- Do not prune branches within 10 feet of power lines
- Always carry pruning tools with sharp end pointed down
- Do not attempt to cut branches larger than the pruning tool was designed to cut
- Assume all power lines are energized until you know otherwise

- Plan the trimming cuts and escape routes
- Work carefully to prevent cutting of ropes, lanyards and safety belts or straps
- Whenever an employee is aloft, a second employee shall be within vocal hearing distance
- Follow pruning guidelines from International Society of Arboriculture (ISA)

Aerial Lift Practices

- Before the aerial device is set up, worksite shall be surveyed for hazards
- Not used as cranes or hoists to lift, support or lower materials
- 2 Wheel chocks shall be set before using
- Outriggers or stabilizers shall be used and properly set on pads before aerial device is moved from boom rest
- Operator of outriggers shall ensure adequate clearance exists
- Fall protection meeting ANSI/SIA A92.2 shall be worn by operators when aloft and manufacturers specifications followed
- Operator shall stand firmly on the floor of the aerial bucket
- Aerial buckets shall not have more occupants or load than allowed by manufacturer
- Follow all other safety and operating procedures provided in training

Skid Steer/Loader Practices

- No person will operate a skid steer loader unless they trained by a knowledgeable person
- Operators shall be trained to use each attachment and be familiar with their control
- Use all applicable PPE during operations
- Conduct a pre-operating safety check before entering
- Enter equipment only when the bucket or attachments are flat on the ground or locked in place
- Face the seat and keep three points of contact with hand holds and steps
- Seatbelt shall be worn when operating equipment
- Keep all body parts inside the cab during operation
- Follow manufacturers operation procedures
- Before leaving the operators seat, set bucket on the ground, set the parking brake and turn off engine

Chain Saw Safe Practices

- Start saw on the ground or on another firm support. Never air drop start.
- Always turn engine off when carrying, raising or lowering
- Always carry at your side
- Never refuel while saw is running
- Never operate above chest heights
- Never operate with one hand
- Avoid kick-back – Never cut with upper tip section of bar

Brush Chipper Safe Practices

- Wear close fitting clothes, no jewelry
- Do not wear gloves with loose cuff

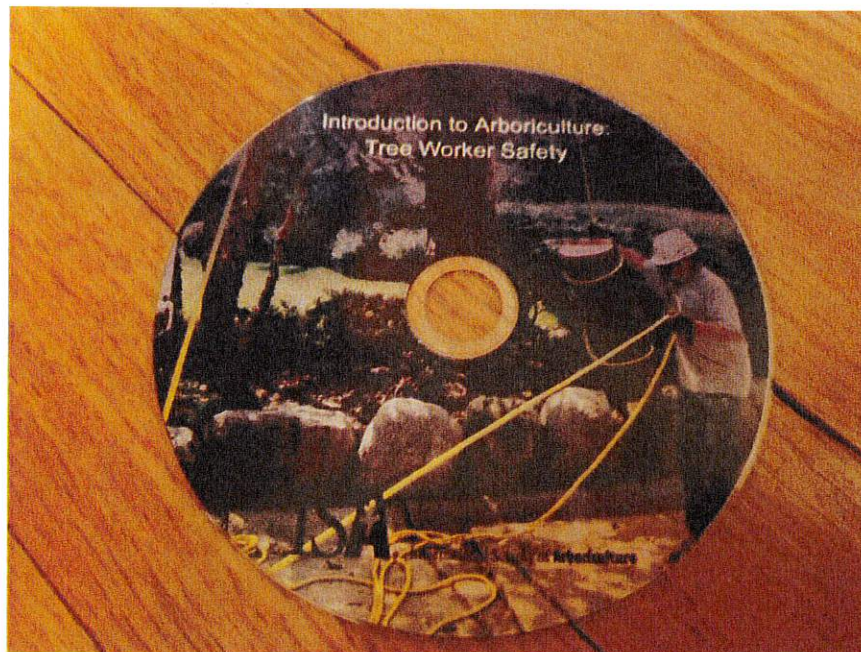
- Feed branches and limbs butt end first
- Feed chipper from the side of the chute
- Keep hands and feet outside of the chute
- Use a push stick to feed small pieces and brush
- Never leave chipper unattended
- Shut off engine before attempting to unclog debris or make any adjustments

Flagging Procedures and Working on Roadways

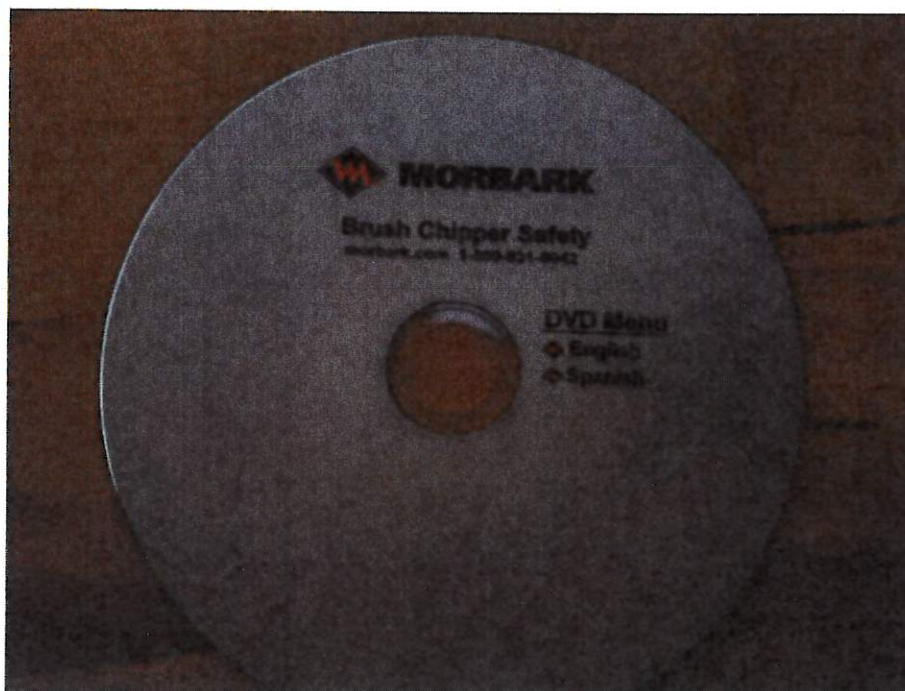
- Flaggers will follow all guidelines set forth in Traffic Control Field Manual from the State of Illinois
- Tree Care Operations on roadways will follow all guidelines set forth in the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD) under Chapter 6 "Temporary Traffic Control"



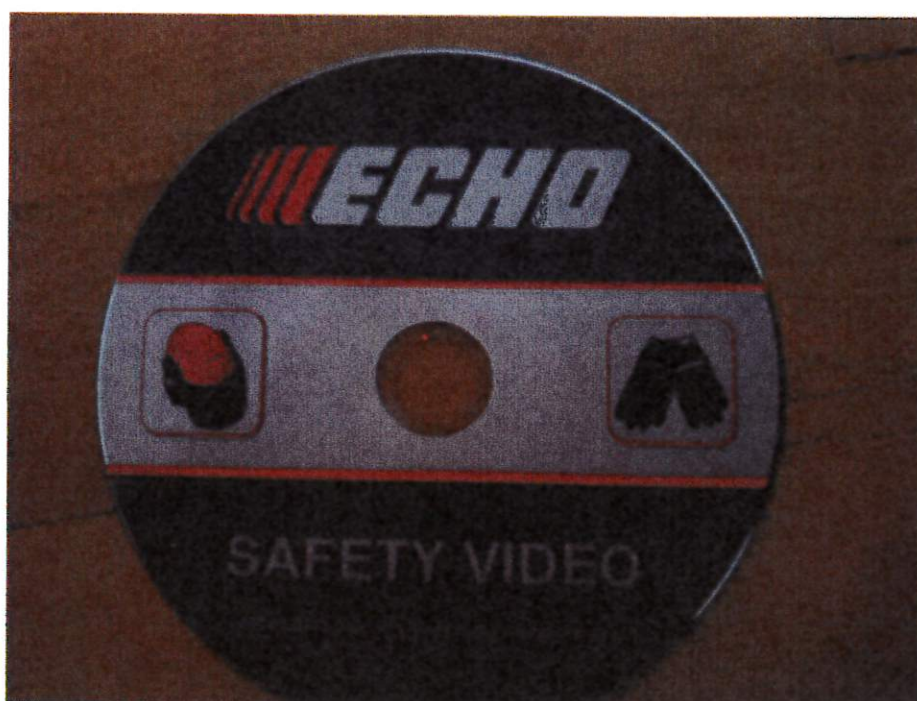
Training Videos For Tree Care Operations



Tree Worker Safety – Video Training
(By: International Society of Arboriculture)



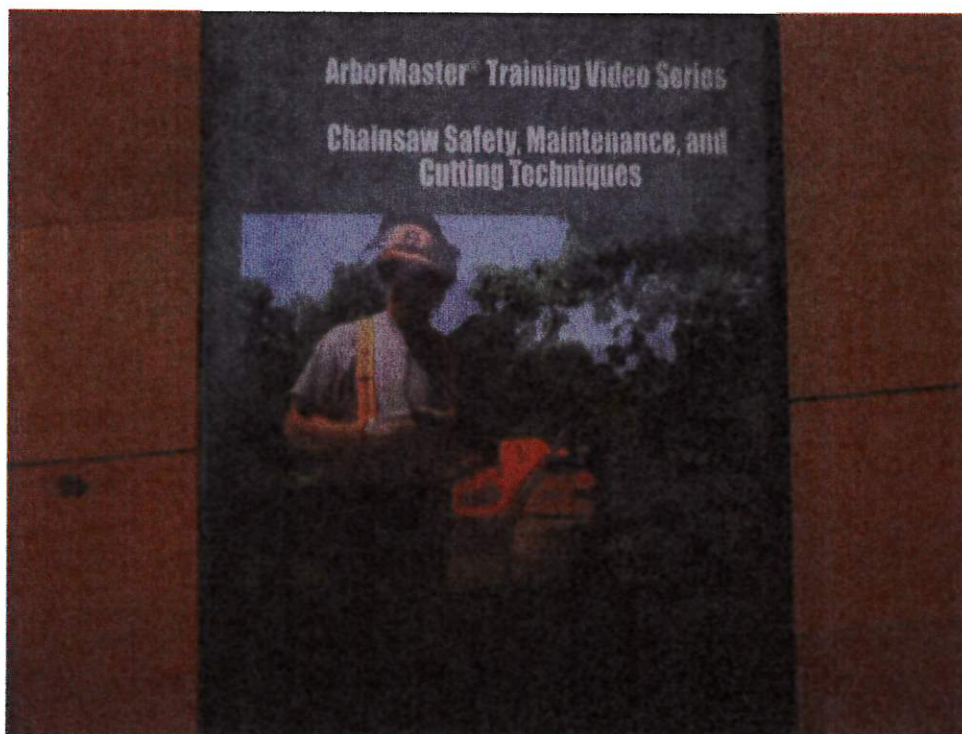
Brush Chipper Safety - Video Training
(By: Morbark Incorporated)



Chain Saw Safety – Video Training
(By: Echo Incorporated)



Aerial Lift Specialist – Video Training
(By: International Society of Arboriculture)



Chain Saw Safety, Maintenance and Cutting Techniques – Video Training
(By: International Society of Arboriculture)



Plant Health Care – Video Training
(By: International Society of Arboriculture)



Pruning – Video Training
(By: International Society of Arboriculture)

Skid Steer Training Video
(You Tube Link Below)

<https://www.youtube.com/watch?v=WWvtEeAGllk>

Bond Number: 2660363



Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
ADVANCED TREE CARE, INC

 600 Industrial Ave
 Lincolnshire, IL 60069

OWNER:
(Name, legal status and address)

 The Village of Glenview
 2500 East Lake Ave
 Glenview, IL 60026

BOND AMOUNT: \$

Five Percent of the Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)

Tree Maintenance Services

SURETY:
(Name, legal status and principal place of business)

 West Bend Insurance Company
 1900 S 18th Ave
 West Bend, WI 53095-8796

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Init.

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User Notes:

(1496601206)

Signed and sealed this 24 day of October , 2025

Saura V Ferens
(Witness)

Salina H. Lopez
(Witness)

ADVANCED TREE CARE, INC

(Contractor as Principal)

(Seal)

(Title) Mike Bramucci President

West Bend Insurance Company

(Surety)

(Seal)

(Title)

James M. Drost , Attorney-In-Fact

Init.



Bond No. 2660363

POWER OF ATTORNEY

Know all men by these Presents, that West Bend Insurance Company (formerly known as West Bend Mutual Insurance Company prior to 1/1/2024), a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

James M. Drost

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Thirty Million Dollars (\$30,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Insurance Company by unanimous consent resolution effective the 1st day of January 2024.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

Any reference to West Bend Mutual Insurance Company in any Bond and all continuations thereof shall be considered a reference to West Bend Insurance Company.

In witness whereof, West Bend Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of January 2024.

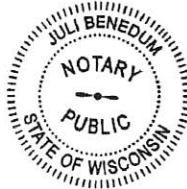
Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary



Robert J. Jacques
Robert J. Jacques
President

State of Wisconsin
County of Washington

On the 1st day of January 2024, before me personally came Robert Jacques, to me known being by duly sworn, did depose and say that he is the President of West Bend Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Juli Benedum
Lead Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 24th day of October, 2025.



Christopher C. Zwygart
Christopher C. Zwygart
Secretary



Acknowledgment of Corporate Surety

STATE OF Illinois)

ss

County of Cook)

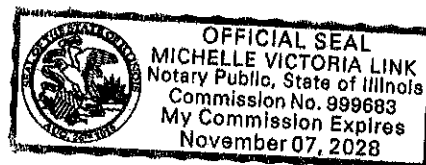
On this 24th day of October, 20 25, before me appeared James M Drost to me personally known, who being by me duly sworn, did say that he/she is the aforesaid officer or attorney in fact of the West Bend Insurance Company, a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by the aforesaid officer (or Attorney-in-Fact), by authority of its Board of Directors; and the aforesaid officer (or Attorney-in-Fact), acknowledged said instrument to be the free act and deed of said corporation.

My Commission Expires

Notary Public

November 07, 20 28County of Cook, State of IL

MICHIGAN ONLY: This policy is exempt from the filing requirements of Section 2236 of the Insurance Code of 1956, 1956 PA 218 and MCL 500.2236.





ADVANC1

OP ID: EA

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 10/21/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners - Vernon Hills 977 Lakeview Parkway, Ste 105 Vernon Hills, IL 60061 Todd Silver	847-367-2633		CONTACT Todd Silver NAME:	
			PHONE (A/C, No, Ext): 847-367-2633	FAX (A/C, No): 847-367-2636
			E-MAIL ADDRESS:	
			INSURER(S) AFFORDING COVERAGE	
			NAIC #	
			INSURER A: WESTERN NATIONAL INSURANCE	
			INSURER B:	
			INSURER C:	
			INSURER D:	
			INSURER E:	
			INSURER F:	

INSURED
 Advanced Tree Care Inc
 600 Industrial Dr.
 Lincolnshire, IL 60069

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:		CPP 1191671 07	08/02/2025	08/02/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		CPP 1189282 07	08/02/2025	08/02/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000		UMB 1032201 07	08/02/2025	08/02/2026	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	WCV 1026057 07	08/02/2025	08/02/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

VILLGLE

Village of Glenview
 2500 East Lake Ave
 Glenview, IL 60026

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Todd Silver

EXHIBIT B

Total COST

Areas 8-11

[Return to Agenda](#)

	A	B	C	D	E	F	G	H
1				1-7	8-15	16+		
2								
3								
4	Area 8			0	0	4906		4906
5	Area 9			0	14	3806		3820
6	Area 10			0	134	5058		5192
7	Area 11			0	62	3446		3508
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
21								
22								
23								
24								
25								
26								
27								TOTAL
28								INCHES
29								IN AREA
30	TOTAL BY CATEGORY			0	210	17216		17426
31				\$2.00	\$2.50	\$3.50		Cost areas 8-11
32				\$ -	\$525.00	\$60,256.00		\$ 60,781.00
33								
34								

RFB 250040 TREE MAINTENANCE SERVICES
BID PRICING TABLE
GROUP A – TREE AND STUMP REMOVAL

TREE REMOVAL (AS SPECIFIED IN GROUP A – TREE REMOVAL SERVICES)

Service	Tree Diameter (dbh) Classes	Estimated # of Trees per year	Estimated Total Diameter (in inches)	Advanced Tree Care		Hendricksen Tree Care		Lucas Landscape	
				Unit Price per inch*	Extended Annual Total	Unit Price per inch*	Extended <u>Annual</u> Total	Unit Price per inch*	Extended <u>Annual</u> Total
Annual Routine Tree Removal Service	1-11"	120	633	\$ 9.00	5697	\$ 14.50	\$ 9,178.50	\$ 10.00	\$ 6,330.00
	12-18"	80	1,469	\$ 12.00	17628	\$ 25.00	\$ 36,725.00	\$ 13.50	\$ 19,831.50
	19-26"	40	890	\$ 17.00	15130	\$ 28.00	\$ 24,920.00	\$ 18.00	\$ 16,020.00
	27-36"	15	435	\$ 21.00	9135	\$ 38.00	\$ 16,530.00	\$ 24.50	\$ 10,657.50
	36"+	5	215	\$ 25.00	5375	\$ 40.00	\$ 8,600.00	\$ 32.00	\$ 6,880.00
As-needed Tree Removal Service	1-11"	64	337	\$ 9.00	3033	\$ 15.00	\$ 5,055.00	\$ 10.00	\$ 3,370.00
	12-18"	80	1,175	\$ 13.00	15275	\$ 26.00	\$ 30,550.00	\$ 13.50	\$ 15,862.50
	19-26"	20	445	\$ 20.00	8900	\$ 29.00	\$ 12,905.00	\$ 18.00	\$ 8,010.00
	27-36"	9	261	\$ 28.00	7308	\$ 39.00	\$ 10,179.00	\$ 24.50	\$ 6,394.50
	36"+	2	86	\$ 30.00	2580	\$ 41.00	\$ 3,526.00	\$ 32.00	\$ 2,752.00
TOTAL TREE REMOVAL					\$ 90,061.00		\$ 158,168.50		\$ 96,108.00

* Unit Prices include all labor, equipment, and materials cost.

EMERGENCY SERVICES FOR TREE REMOVAL (AS SPECIFIED IN GROUP A – TREE AND STUMP REMOVAL SERVICES)

Time	Unit Price per Crew-Hour*	Unit Price per Crew-Hour*	Unit Price per Crew-Hour*
During Normal Working Hours	\$ 85.00	\$ 130.00	\$ 75.00
Outside Normal Working Hours	\$ 150.00	\$ 175.00	\$ 115.00

*Crew-hour rate shall include all labor, equipment, and materials cost.

STUMP REMOVALS (AS SPECIFIED IN GROUP A – TREE AND STUMP REMOVAL SERVICES)

Service	Tree Diameter (dbh) Classes	Estimated # of Trees per year	Estimated Total Diameter (in inches)	Unit Price per inch*	Extended Annual Total	Unit Price per inch*	Extended <u>Annual</u> Total	Unit Price per inch*	Extended <u>Annual</u> Total
Annual routine stump removal service	1-11"	180	949	\$ 4.00	3796	12	\$ 11,388.00	\$ 5.50	\$ 5,219.50
	12-18"	130	1,902	\$ 4.00	7608	12	\$ 22,824.00	\$ 5.50	\$ 10,461.00
	19-26"	50	1,136	\$ 6.00	6816	12	\$ 13,632.00	\$ 5.50	\$ 6,248.00
	27-36"	15	459	\$ 6.00	2754	15	\$ 6,885.00	\$ 5.50	\$ 2,524.50
	36"+	5	212	\$ 6.00	1272	18	\$ 3,816.00	\$ 6.50	\$ 1,378.00
As-needed Stump Removal Service	1-11"	100	527	\$ 6.00	3162	12	\$ 6,324.00	\$ 5.50	\$ 2,898.50
	12-18"	90	1,316	\$ 6.00	7896	12	\$ 15,792.00	\$ 5.50	\$ 7,238.00
	19-26"	25	568	\$ 7.00	3976	12	\$ 6,816.00	\$ 5.50	\$ 3,124.00
	27-36"	15	459	\$ 7.00	3213	15	\$ 6,885.00	\$ 5.50	\$ 2,524.50
	36"+	5	212	\$ 7.00	1484	18	\$ 3,816.00	\$ 6.50	\$ 1,378.00
TOTAL STUMP REMOVAL					\$ 41,977.00		\$ 98,178.00		\$ 42,994.00

* Unit Prices include all labor, equipment, and materials cost.

EMERGENCY SERVICES FOR STUMP REMOVAL (AS SPECIFIED IN GROUP A – TREE AND STUMP REMOVAL SERVICES)

Time	Unit Price per Crew-Hour*	Unit Price per Crew-Hour*	Unit Price per Crew-Hour*
During Normal Working Hours	\$ 85.00	\$ 130.00	\$ 75.00
Outside Normal Working Hours	\$ 150.00	\$ 175.00	\$ 115.00

*Crew-hour rate shall include all labor, equipment, and materials cost.

GROUP B – TREE TRIMMING AND TREE ASSESSMENT/ANNUAL SURVEY (AS SPECIFIED IN GROUP B – TREE TRIMMING AND ASSESSMENT/ANNUAL SURVEY)

Return to Agenda

TREE TRIMMING				Advanced Tree Care						
Service	Tree Diameter (dbh) Classes	Estimated # of Trees per year	Estimated Total Diameter (in inches)	Unit Price per inch*	Extended Annual Total	Unit Price per inch*	Extended <u>Annual</u> Total	Unit Price per inch*	Extended <u>Annual</u> Total	
Annual Routine Tree Trimming	7-Jan	500	1,600	\$ 2.00	\$ 3,200.00	\$ 4.00	\$ 6,400.00	\$ 2.55	\$ 4,080.00	
	15-Aug	500	5,000	\$ 2.50	\$ 12,500.00	\$ 6.00	\$ 30,000.00	\$ 3.00	\$ 15,000.00	
	15+	400	6,000	\$ 3.50	\$ 21,000.00	\$ 6.00	\$ 36,000.00	\$ 3.85	\$ 23,100.00	
As-needed Tree Trimming Request	7-Jan	250	800	\$ 2.00	\$ 1,600.00	\$ 6.00	\$ 4,800.00	\$ 2.75	\$ 2,200.00	
	15-Aug	250	2,500	\$ 4.00	\$ 10,000.00	\$ 8.00	\$ 20,000.00	\$ 3.15	\$ 7,875.00	
	15+	200	3,000	\$ 4.80	\$ 14,400.00	\$ 8.00	\$ 24,000.00	\$ 4.00	\$ 12,000.00	
TOTAL TREE TRIMMING					\$ 62,700.00		\$ 121,200.00		\$ 64,255.00	
* Unit Prices include all labor, equipment, and materials cost.										
EMERGENCY SERVICES FOR TREE TRIMMING FROM										
Time				Unit Price per Crew-Hour*		Unit Price per Crew-Hour*		Unit Price per Crew-Hour*		
During Normal Working Hours				\$ 85.00		\$ 130.00		\$ 75.00		
Outside Normal Working Hours				\$ 150.00		\$ 175.00		\$ 115.00		
*Crew-hour rate shall include all labor, equipment, and materials cost.										
TREE ASSESSMENT/ANNUAL SURVEY										
Service			Estimated Hours	Unit Price	Total	Unit Price	Total	Unit Price	Total	
Labor per working hour for the assessment of the pre-designated section			320	\$ 75.00	\$ 24,000.00	\$ 125.00	\$ 40,000.00	\$ 65.00	\$ 20,800.00	
TOTAL OF BASE BIDS (GROUPS A + B) FOR ONE CONTRACT YEAR				\$	218,738.00	\$	417,546.50	\$	224,157.00	
This total shall include the total cost to provide Tree and Stump Removal as well as the Tree Trimming and Tree Surveying. Altogether, these services make up "Tree Maintenance Services."										
ALTERNATE, GROUP C – BUCKTHORN REMOVAL AND ASSOCIATED SERVICES (AS SPECIFIED IN ALTERNATE, GROUP C – BUCKTHORN REMOVAL AND ASSOCIATED SERVICES)										
BUCKTHORN REMOVAL										
Service Description		Unit	Estimated Quantity	Unit Price	Extended Annual Total	Unit Price	Extended Annual Total	Unit Price	Extended Annual Total	
Light Density: Buckthorn Removal		Per square foot	10,000	\$ 1.80	\$ 18,000.00	\$ 30.00	\$ 300,000.00	\$ 0.32	\$ 3,200.00	
Moderate Density: Buckthorn Removal		Per square foot	5,000	\$ 2.80	\$ 14,000.00	\$ 40.00	\$ 200,000.00	\$ 0.36	\$ 1,800.00	
Heavy Density: Buckthorn Removal		Per square foot	2,000	\$ 4.50	\$ 9,000.00	\$ 50.00	\$ 100,000.00	\$ 0.50	\$ 1,000.00	
Follow-up spot removal and hand work		Per hour	40 hours	\$ 85.00	\$ 3,400.00	\$ 125.00	\$ 5,000.00	\$ 60.00	\$ 2,400.00	
Hauling and disposal of debris		Per hour/yard	Per CY	\$ 95.00	\$ 95.00	\$ 12.00	\$ 100.00	\$ 5.00	\$ 5.00	
Restoration OR Replanting of affected area*		Per hour	Per CY	\$ 95.00	\$ 95.00	\$ 175.00	\$ 180.00	\$ 10.00	\$ 10.00	
OPTIONAL: Chemical Stump Treatment OR Stump Grinding		Per hour	20 hours	\$ 95.00	\$ 1,900.00	\$ 125.00	\$ 2,500.00	\$ 70.00	\$ 1,400.00	
TOTAL BUCKTHORN REMOVAL					\$ 46,490.00		\$ 607,780.00		\$ 9,815.00	
*Contractor will convene with Village representative to determine most effective replacement plant or method of restoration.										
TOTAL OF <u>ALL</u> BID GROUPS (GROUPS A + B + C) FOR ONE CONTRACT YEAR					\$	265,228.00	\$	1,025,326.50	\$	233,972.00
This total shall include the total cost to provide Tree and Stump Removal as well as the Tree Trimming and Tree Surveying, <u>INCLUDING</u> the total cost for requested Buckthorn Removal.										

Legislative Summary

Resolution 25-84

**AUTHORIZING THE APPROPRIATION OF THE 2026 MOTOR FUEL TAX FUNDS
FOR THE MAINTENANCE OF STREETS AND HIGHWAYS**

Introduced:	December 9, 2025
Purpose:	To authorize the Village Clerk to execute the documentation required by the State of Illinois for the 2026 Motor Fuel Tax program.
Background:	Each year, the Village receives a portion of the motor fuel tax collected by the State. These funds must be spent on eligible roadway improvements. The State requires an estimate and statement of the maintenance expenses for each program year.
Programs, Departments or Groups Affected	Department of Public Works
Fiscal Impact:	\$771,000.00
Source of Funds:	State of Illinois, Motor Fuel Tax
Workload Impact:	The Department of Public Works will manage and implement the project as part of its regular work activities.
Administrator Recommendation:	Approval as presented.
Second Reading:	Not Required
Special Considerations or Requirements:	None

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

RESOLUTION 25-84

AUTHORIZING THE APPROPRIATION OF THE 2026 MOTOR FUEL TAX FUNDS FOR THE MAINTENANCE OF STREETS AND HIGHWAYS

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 receives motor fuel tax (MFT) funds from the State of Illinois for the construction and maintenance of streets, highways, and other eligible expenditures in the municipality according to the requirements of the Illinois Highway Code; and

WHEREAS, the Illinois Highway Code requires municipalities to develop and submit an MFT program for the purpose of maintaining streets and highways within the Village from January 1, 2026, to December 31, 2026, and requires the proposed uses to be approved by the Illinois Department of Transportation; and

WHEREAS, the estimated expenditures from the MFT funds for the period January 1, 2026, to December 31, 2026, are \$771,000.00; and

WHEREAS, the attached “Resolution for Maintenance under the Illinois Highway Code” (BLR 14220) and the “Local Public Agency General Maintenance Estimate of Maintenance Costs” (BLR 14222) have provided for the distribution of the anticipated 2026 MFT funds for maintenance of streets within the Village.

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 hereby approve and authorize the Village Clerk to execute the Illinois Department of Transportation Local Public Agency General Maintenance Estimate of Maintenance Costs (BLR 14222) and the Illinois Department of Transportation Resolution for Maintenance under the Illinois Highway Code (BLR 14220).

SECTION 3: One electronic copy of this Resolution will be transmitted to the Regional Engineer’s District Office of the Illinois Department of Transportation in Schaumburg, Illinois.

SECTION 4: The Village Administrator and Village Clerk or their designees are authorized to take all steps necessary to amend these forms as required to obtain approval from the Illinois Department of Transportation.

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

Passed this 9th day of December 2025

Trustee Khan _____

Trustee Minx _____

Trustee Shiba _____

Trustee Thill _____

Trustee Travis _____

Trustee White _____

Approved by me this 9th day of December 2025

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

Approved and filed in my office this
10th day of December 2025

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



**Resolution for Maintenance
Under the Illinois Highway Code**

District	County	Resolution Number	Resolution Type	Section Number
1	Cook	25-	Original	26-00000-00-GM

BE IT RESOLVED, by the President and Board of Trustees of the Village of
Governing Body Type Local Public Agency Type
Morton Grove Illinois that there is hereby appropriated the sum of Seven
Name of Local Public Agency
Hundred Seventy-One Thousand and 00/100 Dollars (\$771,000.00)

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from
01/01/26 to 12/31/26 .
Beginning Date Ending Date

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that Village of Morton Grove
Local Public Agency Type Name of Local Public Agency
shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I Eileen Scanlon Harford Village Clerk in and for said Village
Name of Clerk Local Public Agency Type Local Public Agency Type
of Morton Grove in the State of Illinois, and keeper of the records and files thereof, as
Name of Local Public Agency
provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the

President and Board of Trustees of Morton Grove at a meeting held on 12/09/25 .
Governing Body Type Name of Local Public Agency Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 10th day of December 2025 .
Day Month, Year

(SEAL, if required by the LPA)

Clerk Signature & Date

APPROVED

Regional Engineer Signature & Date
Department of Transportation



Local Public Agency General Maintenance

Submittal Type

Estimate of Maintenance Costs

District Estimate of Cost For

Municipality

Local Public Agency	County	Section Number	Beginning	Ending
Morton Grove	Cook	26-00000-00-GM	01/01/26	12/31/26

Maintenance Items

Maintenance Operation	Maint Eng Category	Insp. Req.	Material Categories/ Point of Delivery or Work Performed by an Outside Contractor	Unit	Quantity	Unit Cost	Cost	Total Maintenance Operation Cost
Snow Removal & Ice Control	III	No	Road Salt	Ton	3,000	\$85.87	\$257,610.00	\$309,000.00
Snow Removal & Ice Control	IIA	No	Liquid Deicer	Gallon	11,000	\$1.20	\$13,200.00	\$11,000.00
Snow Removal & Ice Control	IIA	No	Salaries	Hour	1,525	\$61.00	\$93,025.00	\$93,000.00
Street Patching	III	No	Hot Mix Asphalt	Ton	425	\$70.00	\$29,750.00	\$30,000.00
Street Patching	IIA	No	Salaries	Hour	2,350	\$58.00	\$136,300.00	\$136,000.00
Street Sweeping	IIA	No	Salaries	Hour	900	\$52.00	\$46,800.00	\$47,000.00
Street Ltg & Traf Sig. Maint.	IIB	No	WORK PERFORM BY AN OUTSIDE CONTRACTOR	Lump Sum	1	\$80,000.00	\$80,000.00	\$80,000.00
Concrete	IIA	No	Salaries	Hour	350	\$56.00	\$19,600.00	\$20,000.00
Catch Basin Cleaning	IIA	No	Salaries	Hour	825	\$54.00	\$44,550.00	\$45,000.00
Total Operation Cost								\$771,000.00

Estimate of Maintenance Costs Summary

Maintenance	MFT Funds	RBI Funds	Other Funds	Estimated Costs
Local Public Agency Labor	\$341,000.00	\$0.00	\$470,000.00	\$811,000.00
Local Public Agency Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Materials/Contracts(Non Bid Items)	\$11,000.00	\$0.00	\$108,000.00	\$119,000.00
Materials/Deliver & Install/Materials Quotations (Bid Items)	\$419,000.00	\$0.00	\$666,000.00	\$1,085,000.00
Formal Contract (Bid Items)	\$0.00	\$0.00	\$302,000.00	\$302,000.00
Maintenance Total	\$771,000.00	\$0.00	\$1,546,000.00	\$2,317,000.00

Estimated Maintenance Eng Costs Summary

Maintenance Engineering	MFT Funds	RBI Funds	Other Funds	Total Est Costs
Preliminary Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Engineering Inspection	\$0.00	\$0.00	\$0.00	\$0.00
Material Testing	\$0.00	\$0.00	\$0.00	\$0.00
Advertising	\$0.00	\$0.00	\$0.00	\$0.00
Bridge Inspection Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Maintenance Engineering Total	\$0.00	\$0.00	\$0.00	\$0.00

Total Estimated Maintenance	\$771,000.00	\$0.00	\$1,546,000.00	\$2,317,000.00
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Remarks

Estimate of Maintenance Costs

Submittal Type

Local Public Agency		County	Section	Maintenance Period	
				Beginning	Ending
Morton Grove		Cook	26-00000-00-GM	01/01/26	12/31/26

SUBMITTED

Local Public Agency Official Signature & Date

Title

County Engineer/Superintendent of Highways Signature & Date

APPROVED

Regional Engineer Signature & Date
Department of Transportation

IDOT Department Use Only

Received Location	Received Date	Additional Location?
		☐
WMFT Entry By	Entry Date	

Legislative Summary

Ordinance 25-40

AMENDING TITLE TWELVE ENTITLED “UNIFIED DEVELOPMENT CODE” CHAPTER THREE ENTITLED “REGULATION OF SPECIFIC USES IN ALL ZONING DISTRICTS” TO ESTABLISH SECTION 12-3-9 OF THE MUNICIPAL CODE OF THE VILLAGE OF MORTON GROVE TO REGULATE THE INSTALLATION AND USE OF SOLAR ENERGY COLLECTION SYSTEMS

Introduction:	December 9, 2025
Purpose:	To approve various Text Amendments to regulate the installation and use of solar energy collection systems.
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. 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. 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 to regulate the installation and use of solar energy collection systems. On November 18, 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 input received in previous meetings, language was added to allow grid-connect solar energy collection systems to obtain special use permits to sell energy for use off-site. Proposed language also requires decommissioning plans for all solar energy collection system installations in commercial or industrial zoning districts. The revised text amendments were unanimously approved by the Plan Commission (5-0).
Programs, Dept’s, Groups Affected	Department of Community and Economic Development
Fiscal Impact:	N/A
Source of Funds:	N/A
Workload Impact:	The Text Amendment will be implemented and supervised by staff as part of their normal work activities.
Administrative Recommendation:	Approval as presented
Second Reading:	January 13, 2026
Special Considerations or Requirements:	None

ORDINANCE 25-40

**AMENDING TITLE TWELVE ENTITLED “UNIFIED DEVELOPMENT CODE”
CHAPTER THREE ENTITLED “REGULATION OF SPECIFIC USES IN ALL ZONING
DISTRICTS” TO ESTABLISH SECTION 12-3-9 OF THE MUNICIPAL CODE OF THE
VILLAGE OF MORTON GROVE TO REGULATE THE INSTALLATION AND USE OF
SOLAR ENERGY COLLECTION SYSTEM**

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

WHEREAS, pursuant to the applicable provisions of the Municipal Code, notice of a public hearing for case PC 25-04 on November 18, 2025, was duly published in the Morton Grove Champion, a newspaper of general circulation in the Village of Morton Grove, on October 30, 2025; and

WHEREAS, as required by ordinance, the Village’s Plan Commission held a public hearing relative to the above referenced case on November 18, 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 December 2, 2025, which was presented to the Village Board on December 9, 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: Title 12, Chapter 4, Section 3, Subsection D entitled, “Uses,” is hereby amended to include a new special use as follows, to be inserted in alphabetical order:

12-4-3: COMMERCIAL DISTRICTS

D. Uses

	Zoning Districts		
	C-1	C-2	C/R
<u>Solar Energy Collection System – Grid-connected with Resale</u> <u>Controlled by Section 12-3-9</u>	<u>S</u>	<u>X</u>	<u>X</u>

SECTION 3: Title 12, Chapter 4, Section 4, Subsection E entitled, “Uses,” is hereby amended to include a new special use as follows, to be inserted in alphabetical order:

12-4-4: MANUFACTURING DISTRICTS

E. Uses

	Zoning Districts		
	M-O/R	M-1	M-2
<u>Solar Energy Collection System – Grid-connected with Resale</u> <u>Controlled by Section 12-3-9</u>	<u>S</u>	<u>S</u>	<u>S</u>

SECTION 4: Title 12, Chapter 3 is hereby amended to add a new Section 12-3-9 entitled “Solar Energy Collection Systems,” 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:

- 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.
 - Façade-mounted: Solar energy collection systems may be applied flat against a building façade, or project off a building facade up to three feet (3'), but shall not be mounted to any façade facing the front of the property nor encroach in required yards. Façade-mounted systems shall be prohibited on any building face that orients toward an adjacent residential use.
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. For facade-mounted panels, the total square footage of the system panels may not exceed twenty percent (20%) of the facade area.
 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 fifteen feet (15') 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 a lot line of an adjacent residential use.
 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.
- Coverage: The area of a free-standing system shall be included in lot coverage and yard coverage calculations, and shall not occupy greater than seventy-five percent (75%) of the lot area when accessory to a commercial use.
 - Screening: When located on a lot adjacent to a residential use, screening shall be provided that follows the requirements pursuant Section 12-11-5.

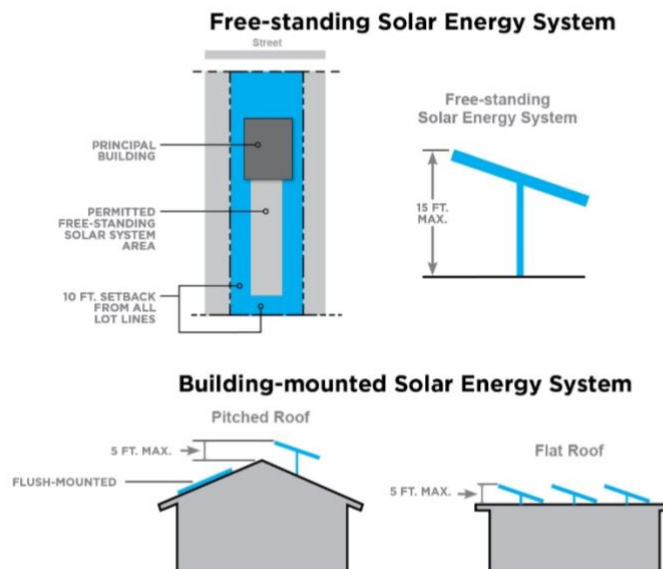
C. Requirements for all Solar Energy Collection Systems:

1. **Grid-connected Solar Energy System.** A grid-connected solar energy collection system is one that is connected to an electric circuit served by a utility company.
 - a. **Net Metering Permitted:** All energy produced by a grid-connected solar energy collection system shall be utilized on site, except for net metering as authorized by the applicable electric or other utility.
 - b. **Special Use Permit required for Resale:** Grid-connected solar energy systems shall only be permitted to sell energy for use off-site in select zoning districts by special use permit as indicated in Section 12-4-3 and Section 12-4-4.
 - c. **Traffic Movement:** All structures shall be designed so as to not impede or impair vehicular and pedestrian traffic movement, or exacerbate the potential for pedestrian/vehicular conflicts.
 - d. **Location:** Grid-connected systems shall be building-mounted. Free-standing systems shall be prohibited.
 - e. **Utility Company Notification:** No grid-connected system shall be installed until the owner or operator has provided evidence of notification to the electric utility company of the customer's intent to install an interconnected system that complies with the interconnection requirements of the electric utility company.
2. **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.
3. **Wiring and Piping:** All exterior electrical and plumbing lines for solar energy collection systems shall be placed in a conduit or in copper piping respectively, 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.
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.
6. **Decommissioning Plan:** A decommissioning plan shall be required for all installations in commercial or industrial zoning districts and such a plan shall run with the land. A decommissioning plan signed by the party responsible for decommissioning and the landowner (if different) shall be recorded with the Cook County recorder of deeds office. The decommissioning plan shall address the

following:

- a. Defined conditions upon which decommissioning will be initiated;
 - b. Removal of all non-utility owned equipment, conduit, structures, fencing, roads, and foundations;
 - c. Restoration of property to condition prior to development of the solar energy system;
 - d. Timeframe for completion of decommissioning activities, not to exceed twelve (12) months;
 - e. Description and copy of any lease or any other agreement with landowner regarding decommissioning;
 - f. Name and address of person or party responsible for decommissioning; and
 - g. Plans and schedule for updating this decommission plan.
7. Vacancy of Primary Structure: For all installations in commercial and industrial zoning districts, decommissioning shall be required to initiate if the primary structure is vacant for a period of three hundred and sixty-five (365) days. Temporary or partial use of the primary structure shall not be considered in determining the vacancy status.

SOLAR ENERGY COLLECTION SYSTEMS



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 be effective from and after its adoption, approval, and publication as provided by law.

Passed this 13th day of January 2026.

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

Approved by me this 13th day of January 2026.

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

Attested and Filed in my office this
14th day of January 2026.

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 December 2, 2025

EXHIBIT A

Plan Commission Report for PC 25-04

Dated December 2, 2025

Legislative Summary

Ordinance 25-41

APPROVING A SPECIAL USE PERMIT TO AUTHORIZE THE EXPANSION AND MODIFICATION OF AN EXISTING SCHOOL AT THE PROPERTY COMMONLY KNOWN AS 9000 BELLEFORTE AVENUE, MORTON GROVE, ILLINOIS

Introduction:	December 9, 2025
Purpose:	To approve a Special Use Permit authorizing the expansion and modification of an existing school (Hynes Elementary School) at 9000 Belleforte Avenue.
Background:	DLA Architects, Ltd., on behalf of Golf School District 67 (“applicant”) requested a Special Use Permit for the expansion of the existing Hynes Elementary School at 9000 Belleforte Avenue. The school expansion would include the addition of a new administration office to the west of the current multi-purpose room and would form a new primary entrance to the school. A second addition that would serve as a new media center is proposed for a portion of the school currently consisting of interior courtyard. Several existing classrooms and hallways would be renovated as part of the project. A pair of classrooms currently housed in a temporary structure and connected via a walkway with plastic vestibule on the west side of the school would be removed as part of the project. Required stormwater management would be provided by a new detention basin to be located in the northeast corner of the subject property along the National Avenue frontage. Hynes Elementary School was constructed in the mid-twentieth century and there are no known special use permits or other ordinances regulating the current structure. Schools are a special use within the R-2 zoning district and expansion of the existing school requires a Special Use Permit. On November 4, 2025, the Appearance Commission reviewed Case PC 25-12 and voted unanimously to recommend approval of the application. On November 6, 2025, the Traffic Safety Commission (TSC) reviewed Case PC 25-12 and voted unanimously to recommend approval of the application. On November 18, 2025, the applicant appeared before the Plan Commission to present the request for approval of the application made under Case PC 25-12. Based on the application, staff report, and testimony presented at the public hearing, the Plan Commission voted unanimously (5-0) to recommend approval of the Special Use Permit with conditions relating to landscaping, lighting, traffic signs, and traffic circulation.
Programs, Dept’s, Groups Affected	Department of Community and Economic Development
Fiscal Impact:	N/A
Source of Funds:	N/A
Workload Impact:	The Special Use Permit will be implemented and supervised by staff as part of their normal work activities.
Administrative Recommendation:	Approval as presented
Second Reading:	January 13, 2026
Special Considerations or Requirements:	None

Submitted by: Charles Meyer, Village Administrator

Reviewed by: Teresa Hoffman Liston, Corporation Counsel

Prepared by: Brandon Nolin, AICP, Community Development Administrator

ORDINANCE 25-41

APPROVING A SPECIAL USE PERMIT TO AUTHORIZE THE EXPANSION AND MODIFICATION OF AN EXISTING SCHOOL AT THE PROPERTY COMMONLY KNOWN AS 9000 BELLEFORTE AVENUE, 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, 9000 Belleforte Avenue, legally described in “**Exhibit A**”, attached hereto, and made a part of this Ordinance, is a 398,057-square-foot parcel and is zoned R-2 Single Family Residence and improved with an elementary school (“Subject Property”); and

WHEREAS, DLA Architects, Ltd., on behalf of Golf School District 67 (“Applicant”) submitted a Special Use Application to the Village’s Plan Commission under Case PC 25-12 (“Application”) requesting a Special Use Permit to authorize the expansion and modification of an existing school which is a Special Use in the R-2 District pursuant to Section 12-4-2:C; 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 November 18, 2025, was published in the *Morton Grove Champion*, a newspaper of general circulation in the Village of Morton Grove, on October 30, 2025, written notification was sent to property owners within 250 feet of the Subject Property on October 30, 2025, and a sign was posted on the Subject Property on October 30, 2025, as required by ordinance; and

WHEREAS, on November 4, 2025, the Appearance Commission reviewed the Application, including the site plan, building elevations, signage plan, and landscape plan, issued an Appearance Certificate, and recommended approval of the Application with conditions; and

WHEREAS, on November 6, 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 November 18, 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 December 2, 2025, which was presented to the Village Board on December 9, 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 allow the expansion and modification of an existing school, 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 DLA Architects, Ltd., received October 8, 2025;

2. Boundary and Topographic Survey, prepared by WT Group, received October 8, 2025;
3. Final Landscape Plan and Tree Preservation Plan, prepared by Gary R Weber Associates, Inc., dated November 3, 2025;
4. Photometric Plans, submitted by DLA Architects, Ltd., revised November 4, 2025;
5. Proposed Site Plan, prepared by DLA Architects, Ltd., received October 8, 2025;
6. Existing and Proposed First Floor Plan, prepared by DLA Architects, Ltd., received October 8, 2025;
7. Materials Palette, prepared by DLA Architects, Ltd., received October 8, 2025;
8. Building Elevations, prepared by DLA Architects, Ltd., received October 8, 2025;
9. Dumpster Enclosure Plans, prepared by DLA Architects, Ltd., received October 8, 2025;
10. Building Renderings, prepared by DLA Architects, Ltd., received October 8, 2025;
11. Equipment Screening Renderings, prepared by DLA Architects, Ltd., received October 29, 2025;
12. Site Demolition Plans, prepared by WT Group, received October 8, 2025;
13. Site Geometric Plans, prepared by WT Group, received October 8, 2025;
14. Site Development Plans, prepared by WT Group, received October 8, 2025;
15. Site Grading Plans, prepared by WT Group, received October 8, 2025;
16. Site Utility Plans, prepared by WT Group, received October 8, 2025;
17. Stormwater Pollution Prevention Plans, prepared by WT Group, received October 8, 2025;
18. MWRD Summary, prepared by WT Group, received October 8, 2025;
19. Site Circulation Plans, prepared by WT Group, received October 8, 2025;
20. Site Circulation Plan (Fire Truck west access), prepared by WT Group, Ltd., dated October 30, 2025;

21. Stormwater Management Report, prepared by TYLin, dated October 7, 2025;
and
22. Traffic Impact and Parking Study, prepared by TYLin, dated October 7, 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 final site plans, landscape plans, elevations, and material specifications for review and approval. Final plans must be deemed consistent with the approved elevations and materials, as determined by the Community Development Administrator and Appearance Commission Chairperson. If such designs are deemed to be inconsistent with the approved plans or if materials are deemed to be of a lower quality than the approved materials, then the owner/applicant will be required to file an application for an amendment to the Appearance Certificate.
- D. Prior to filing any Building Permit Application, the owner/applicant shall provide the Village with a signage plan, subject to review and approval by the Village Engineer, that implements the recommendations of the Traffic Impact & Parking Study, prepared by TYLin and dated October 7, 2025.
- E. The Applicant shall comply with all comments issued by the Village Engineer in the departmental comment form dated November 12, 2025, by strict or alternative compliance, subject to their respective approvals.
- F. Prior to filing any Building Permit Application, the owner/applicant shall submit a revised landscape plan that provides for a total of 33 shade trees to be planted at the subject property, or the owner/applicant shall submit a landscape plan for another property that includes the planting of 12 shade trees subject to review and approval by

the Village Administrator. If such plans are deemed to be inconsistent with representations made to the Appearance Commission, then the owner/applicant will be required to file an application for an amendment to the Appearance Certificate.

- G. Prior to filing any Building Permit Application, the owner/applicant shall submit a revised lighting plan specific to the south parking lot lighting impact to adjacent residences relative to glare subject to review and approval by the Village Administrator.

SECTION 4. Village Records. The Village Clerk is hereby authorized and directed to amend all pertinent records of the Village of Morton Grove to show and designate the 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 13th day of January 2026.

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

Approved by me this 13th day of January 2026.

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

Attested and filed in my office this 14th day of January 2026.

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

LIST OF EXHIBITS

EXHIBIT A	Legal Description, 9000 Belleforte Avenue
EXHIBIT B	Plan Commission Report for PC 25-12, dated December 2, 2025

EXHIBIT A

**9000 BELLEFORTE AVENUE, MORTON GROVE, ILLINOIS 60053
LEGAL DESCRIPTION:**

THAT PART OF LOT 6 IN DILG'S SUBDIVISION RECORDED JULY 19, 1902 AS DOCUMENT 3272375, IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 11 F. J. BURR'S RESUBDIVISION RECORDED JULY 22, 1955 AS DOCUMENT 16309205; THENCE SOUTH 89 DEGREES 24 MINUTES 03 SECONDS WEST ALONG THE NORTH LINE OF SAID F. J. BURR'S RESUBDIVISION, 986.21 FEET TO A POINT ON THE EAST LINE OF SHERMER AVENUE; THENCE NORTH 13 DEGREES 48 MINUTES 51 SECONDS WEST ALONG SAID EAST LINE, 571.04 FEET TO A POINT ON THE SOUTH LINE OF COMED PROPERTY; THENCE SOUTH 74 DEGREES 19 MINUTES 54 SECONDS EAST ALONG SAID SOUTH LINE, 1162.28 FEET TO A POINT ON THE WEST LINE OF NATIONAL AVENUE; THENCE SOUTH 00 DEGREES 51 MINUTES 01 SECONDS EAST ALONG SAID WEST LINE, 230.34 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PROPERTY INDEX NUMBERS:

10-18-309-023-0000

EXHIBIT B

PLAN COMMISSION REPORT FOR PC 25-12

Dated December 2, 2025

Legislative Summary**Ordinance 25-42****APPROVING A PRELIMINARY PLAT OF SUBDIVISION AND SPECIAL USE PERMIT WITH ASSOCIATED WAIVERS FOR A 60-UNIT MIXED-USE DEVELOPMENT ON PROPERTY COMMONLY KNOWN AS 8500-8550 LEHIGH AVENUE AND A 0.531-ACRE PORTION OF THE CHESTNUT STREET RIGHT-OF-WAY PETITIONED FOR VACATION IN MORTON GROVE, ILLINOIS**

Introduction:	December 9, 2025
Purpose:	To approve a Preliminary Plat of Subdivision and Special Use Permit for the subdivision and consolidation of property at 8500-8550 Lehigh Avenue and a 0.531-acre portion of Chestnut Street public right of way and construction of a 60-unit mixed-use development thereon.
Background:	8500 MG LLC (“Applicant”) submitted complete applications (“Application”) requesting approval of a Preliminary Plat of Subdivision and Special Use Permit for Village-owned property at 8500-8550 Lehigh Avenue and a portion of Chestnut Street right of way located directly west of Lehigh Avenue right of way in Morton Grove, Illinois, and measuring approximately 0.531 acres petitioned for vacation under Case PC 25-08, which was considered by the Plan Commission on November 18, 2025. The Applicant proposes to acquire approximately 2.049 acres in Village-owned property and Chestnut Street right of way for the construction of a four-story mixed-use development with ground floor commercial uses and 60 residential units. Site improvements will include an outdoor seating area, parking areas, shared access drive, and landscape areas. The developer is proposing 124 parking spaces to the rear of the principal structure to serve the mixed-use development, which exceeds the Code’s reduced transit-oriented development parking requirement of 120 spaces and the demand of 121 spaces established in the submitted traffic and parking impact study. Vehicular access to the development and the Moose Family Center at 6149 Chestnut Street will be provided by a two-lane shared access drive at the site’s southern lot line. Additionally, the Applicant is proposing to construct nine (9) parking spaces on abutting property to be dedicated to the Loyal Order of the Moose No. 376 for use by the Moose Family Center. The developer is requesting waivers for rear yard impermeable coverage, open accessory parking space setback, dwelling units per acre, residential unit location, facade transparency, public parkway trees, and parking lot screening abutting private property. On September 2, 2025, the Appearance Commission reviewed Case AC 25-12 and unanimously voted to issue an Appearance Certificate and recommend approval of the proposed development with conditions. On September 4, 2025, the Traffic Safety Commission reviewed Case PC 25-08 and unanimously voted to recommend approval of the proposed development with comments. On September 16, 2025, the Applicant appeared before the Plan Commission to present the request for approval of the Application made under Case PC 25-07. Based on the Application, supporting staff report, and testimony presented at the public hearings, the Plan Commission voted unanimously (6-0) to recommend approval of the Preliminary Plat of Subdivision and Special Use Permit, with conditions relating to site design and operation.
Programs, Dept’s, Groups Affected	Department of Community and Economic Development
Fiscal Impact:	N/A
Source of Funds:	N/A
Workload Impact:	The Preliminary Plat of Subdivision and Special Use Permit will be implemented and supervised by staff as part of their normal work activities.
Admin. Rec:	Approval as presented
2nd Reading:	January 13, 2026
Special Considerations or Requirements:	None

ORDINANCE 25-42

APPROVING A PRELIMINARY PLAT OF SUBDIVISION AND SPECIAL USE PERMIT WITH ASSOCIATED WAIVERS FOR A 60-UNIT MIXED-USE DEVELOPMENT ON PROPERTY COMMONLY KNOWN AS 8500-8550 LEHIGH AVENUE AND A 0.531-ACRE PORTION OF THE CHESTNUT STREET RIGHT-OF-WAY PETITIONED FOR VACATION 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, 8500-8550 Lehigh Avenue, legally described in “Exhibit A”, attached hereto and made a part of this Ordinance, is a 1.518-acre site located within a C/R Commercial/Residential District and comprises lots separated by a 0.531-acre portion of Chestnut Street public right of way located directly west of Lehigh Avenue that has been petitioned for vacation through a complete application to the Village’s Plan Commission under Case PC 25-08, in accordance with the Plat of Vacation and legal description prepared by Terra Technology Land Surveying, Inc., dated December 28, 2021, a copy of which is attached hereto and made a part hereof and marked as “Exhibit B”, and together comprise the subject property (“Subject Property”); and

WHEREAS, the Subject Property is partially unimproved (8500 Lehigh Avenue), partially improved with an asphalt roadway, pedestrian facilities, landscape areas, utilities, and signage (Chestnut Street right of way), and partially improved with a temporary commuter parking lot and stormwater management facilities (8550 Lehigh Avenue); and

WHEREAS, “mixed use development” with variations is listed as Special Use in the C/R Commercial/Residential District pursuant to Section 12-4-3:D of the Unified Development Code; and

WHEREAS, before subdividing or consolidating any tract of land, an owner shall submit a Preliminary Plat to the Plan Commission and Village Board of Trustees for review and approval pursuant to Chapter 12-8 of the Unified Development Code; and

WHEREAS, 8500 MG LLC (“Applicant”) filed complete applications to the Village’s Plan Commission under case PC 25-07 (“Application”) requesting approval of a Preliminary Plat of Subdivision and Special Use Permit for a subdivision and consolidation of the Subject Property into one lot and the development of a mixed-use development with ground-floor commercial uses, 60 residential units, 124 accessory surface parking spaces and a two-lane shared access drive; and

WHEREAS, in order to authorize the development as presented, the Application includes requests for variations to Section 12-2-5:B.3 for rear yard impermeable coverage, Section 12-2-6:G for setback of open accessory parking spaces and balconies, Section 12-5-7:A.3.k for facade transparency, Section 12-5-7:C for dwelling units per acre, Section 12-5-7:D.1 for residential unit location, Section 12-11-2:B.4 for parkway trees, and Section 12-11-3:B.2 for parking lot screening abutting private property; and

WHEREAS, pursuant to the applicable provisions of the Municipal Code, public notice for a public hearing on the Application to be held on September 16, 2025, was published in the Morton Grove Champion, a newspaper of general circulation in the Village of Morton Grove, on August 28, 2025, written notification was sent to property owners within 250 feet of the subject property on August 29, 2025, and a sign was posted on the Subject Property on August 29, 2025, as required by ordinance; and

WHEREAS, pursuant to Section 12-7-3:B, the off-street parking standards identified in the Unified Development Code as “Required Spaces by Use” shall be advisory only for Special Use applications and the final number of required parking spaces for Special Use Permits will be established by the Village Board based on the submitted traffic and parking impact study and any recommendations by the Traffic Safety Commission, Plan Commissions, and staff; and

WHEREAS, in accordance with Section 12-7-3:B of the Village Code, the Applicant submitted a traffic and parking impact study, “Mixed-Use Transit Oriented Development (TOD) 8500-8550 Lehigh Avenue, Morton Grove, Illinois,” prepared by Kimley-Horn and Associates, Inc., dated August 8, 2025, which establishes a peak daily parking demand of 121 spaces and discusses projected traffic impacts associated with the proposed development; and

WHEREAS, on September 2, 2025, the Appearance Commission reviewed the Application, approved an Appearance Certificate for proposed improvements that authorized associated waivers, and recommended approval of the Application with conditions; and

WHEREAS, on September 4, 2025, the Traffic Safety Commission (TSC) reviewed the Application, including the plans and traffic and parking study, and recommended approval with comments; and

WHEREAS, at the September 16, 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 Subdivision established in Section 12-16-4:D.3 and the Standards for Special Use established in Section 12-16-4:C.5 of the Unified Development Code, and voted to recommend approval of the Preliminary Plat of Subdivision and Consolidation and Special Use Permit, subject to conditions, restrictions, and requirements contained in the report of the Plan Commission, dated December 2, 2025, which was presented to the Village Board on December 9, 2025, and a copy of that report is contained in "Exhibit C", attached to and made a part of this Ordinance; and

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

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

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

SECTION 2. Approval of Preliminary Plat of Subdivision and Special Use Permit. The Corporate Authorities hereby approve a Preliminary Plat of Subdivision and Consolidation and grant Special Use Permit to allow the construction of a 60-unit mixed-use development and authorize select variations to requirements of the Unified Development Code, with the following conditions and restrictions, which shall be binding on the owners/lessees, occupants and users of this property, their successors and assigns. The Special Use Permit approval shall include the following waivers:

- A. Waiver to Section 12-2-5 for maximum impermeable rear yard coverage;
- B. Waiver to Section 12-2-6 for setback for open accessory parking spaces;
- C. Waivers to Section 12-5-7 for dwelling units per acre, residential unit location, and facade transparency;
- D. Waiver to Section 12-11-2 for public parkway trees;
- E. Waiver to Section 12-11-3 for parking lot screening abutting private property; and
- F. Waivers to select signage requirements of Chapter 10-10, as approved by the Appearance Commission.

SECTION 3. Conditions. The Preliminary Plat of Subdivision and Special Use Permit shall be subject to the following conditions:

- A. The site, improvements, and buildings, including building footprints, shall be improved and operated consistent with the plans and supporting documents and modifications as finalized and specifically approved in writing by the Village Administrator or his designee, including:
 1. Subdivision Application, submitted by 8500 MG, LLC, received August 11, 2025
 2. Project Narrative, submitted by 8500 MG, LLC, received August 11, 2025
 3. Legal Description, submitted by 8500 MG, LLC, received August 11, 2025
 4. Plat of Survey, prepared by Terra Technology Land Surveying, dated December 28, 2021
 5. Preliminary Plat of Subdivision, prepared by Terra Technology Land Surveying, dated December 28, 2021
 6. Special Use Application, submitted by 8500 MG, LLC, received August 11, 2025
 7. Legal Description, submitted by Midwest RE Acquisitions, LLC, received May 12, 2025
 8. Project Narrative, submitted by 8500 MG, LLC, received August 11, 2025
 9. Site Context, prepared by BSB Design, dated August 7, 2025
 10. Site Illustrative Plan, prepared by BSB Design, dated August 5, 2025
 11. Floor Plates, prepared by BSB Design, dated August 5, 2025
 12. Conceptual Unit Plans, prepared by BSB Design, dated August 5, 2025
 13. Exterior Elevations, prepared by BSB Design, dated August 11, 2025
 14. Site Plan, prepared by BSB Design, revised August 26, 2025
 15. Tree Survey, prepared by BSB Design, revised September 9, 2025
 16. Conceptual Landscape Plan, prepared by RWG Engineering, revised September 10, 2025
 17. Conceptual Landscape Details, prepared by BSB Design, revised August 5, 2025
 18. Preliminary Site Geometric and Paving Plan, prepared by RWG Engineering, revised September 16, 2025
 19. Preliminary Grading Plan, prepared by RWG Engineering, revised September 16, 2025
 20. Preliminary Utility Plan, prepared by RWG Engineering, revised September 16, 2025

21. Fire Truck Maneuvering Plan, prepared by RWG Engineering revised September 16, 2025
22. Garbage Truck Maneuvering Plan, prepared by RWG Engineering, revised September 16, 2025
23. Residential - Wb-40 Truck Maneuvering Plan, prepared by RWG Engineering, dated September 16, 2025
24. Residential - 40' Box Truck Maneuvering Plan, prepared by RWG Engineering, dated September 16, 2025
25. The Moose - Fire Truck Maneuvering Plan, prepared by RWG Engineering, dated September 16, 2025
26. The Moose - Garbage Truck Maneuvering Plan, prepared by RWG Engineering, dated September 16, 2025
27. The Moose - 40' Box Truck Maneuvering Plan, prepared by RWG Engineering, dated September 16, 2025
28. The Moose - Wb-40 Truck Maneuvering Plan, prepared by RWG Engineering, dated September 16, 2025
29. Photometric Analysis, prepared by A+M, prepared September 4, 2025
30. "V-Locity Small (VALS) Outdoor LED Area Light" Specification Sheet, submitted by BSB Design, received September 11, 2025
31. Traffic and Parking Impact Study, prepared by Kimley-Horn and Associates, Inc., dated August 8, 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 developed and operated consistent with all representations, assertions, and testimony provided by the Applicant and their representatives at the public hearings before the Appearance Commission, Traffic Safety Commission, and Plan Commission. Any inconsistencies in development or operation, as determined by the Village Administrator or his/her designee, may serve as the basis for amendment to or revocation of the Special Use Permit.
- C. All final site development plans must be approved in writing by the Village Administrator or his/her designee and shall be consistent with the site layout and building setbacks shown in the Morton Grove Residential – Site Geometric and Paving Plan, prepared by RWG

Engineering, LLC, dated September 16, 2025, and final recommendations from staff, the Appearance Commission, Traffic Safety Commission, Plan Commission, and Village Board of Trustees.

- D. Prior to filing any Building Permit Application, the Owner/Applicant shall provide the Village with final elevations and material specifications for review and approval. Final elevations and materials must be deemed consistent with the approved elevations and materials, as determined by the Community Development Administrator and Appearance Commission Chairperson. If such designs are deemed to be inconsistent with the approved plans or if materials are deemed to be of a lower quality than the approved materials, then the owner/applicant will be required to file an application for an amendment to the Appearance Certificate.
- E. Prior to filing any Building Permit Application, the Owner/Applicant shall provide the Village with a final landscape plan, including required Tree Protection and Tree Preservation Plans, for review and approval by the Community Development Administrator and Appearance Commission Chairperson. If the landscape plan is deemed to be inconsistent with the approved plan or has not been modified to remove any invasive or undesirable species, the owner/applicant will be required to file an application for an amendment to the Appearance Certificate.
- F. The Owner/Applicant shall install either fencing or year-round opaque screening a minimum of three feet in height within the proposed perimeter landscape bed along the west property line adjacent the FPDCC property. Any landscape installation along lot lines abutting the forest preserves must be limited to native species.
- G. Prior to filing any Building Permit Application, the Owner/Applicant shall provide the Village with final outdoor seating area plans for review and approval. Final seating arrangements, screening, and furniture specifications must be deemed consistent with the overall development, as determined by the Community Development Administrator and Appearance Commission Chairperson. If such designs are deemed to be inconsistent with the approved plans or if materials are deemed to be of a lower quality than the approved materials, then the owner/applicant will be required to file an application for an amendment to the Appearance Certificate.
- H. If planter boxes or containers are provided, they must be fully planted with live vegetation when the outdoor seating area is in active use. When the outdoor seating area is not in

active use, the planter boxes or containers must be (1) planted with an alternative seasonal decoration, (2) covered, or (3) removed.

- I. Only frosted glass or a similar type treatment shall be used for window areas permitted to be obscured including a ground floor fitness area facing Lehigh Avenue. The glass shall not be obscured with any mirrored coating, vinyl applique, artwork, or signage.
- J. Illuminated signage and other illuminating features on the property may not exceed 5,000K (degrees Kelvin).
- K. Any portable signage shall be permitted pursuant to Section 10-10-8:E, except that the signage frame and base shall be constructed primarily of metal or wood, or as otherwise authorized by the Appearance Commission Chairperson.
- L. Prior to filing any Building Permit Application, the Owner/Applicant shall provide the Village with final sign plan indicating the location of monument signs that adhere to all setbacks and landscaping requirements. Final sign plans must be deemed consistent with Appearance Commission discussion, as determined by the Community Development Administrator. Sign colors shall blend with the building and storefront colors through use of complementary color ranges, or as otherwise approved by the Appearance Commission Chairperson. If the sign plan is deemed to be inconsistent with the approved plans, then the owner/applicant will be required to file an application for an amendment to the Appearance Certificate.
- M. Prior to filing any Building Permit Application, the Owner/Applicant shall provide the Village with final lighting plan and photometric analysis that meets the minimum requirements of Village Code for review and approval by the Community Development Administrator and Village Engineer. The lighting plan and fixtures should also comply with all standards established in IDA's lighting guidelines and any exterior lighting should be designed to minimize the amount of light entering into the forest preserves, to the best extent practicable.
- N. Prior to filing any Building Permit Application, the Owner/Applicant shall submit proposed enhancements to mitigate bird collisions with the building's window area, subject to review and approval by the Community Development Administrator. The development must adhere to bird-friendly design guidelines contained in the "Bird-Friendly Building Design" manual of the American Bird Conservancy (2015, https://abcbirds.org/wp-content/uploads/2015/05/Bird-friendly-Building-Guide_2015.pdf) where practicable. Mirrored coatings may not be used, but

- inconspicuous window films featuring simple dot or lined patterns are strongly encouraged.
- O. Prior to filing any Building Permit Application, the Owner/Applicant shall submit revised site and utility plans that indicate existing aboveground utilities will be relocated underground as required by the Village, subject to review and approval by the Village Engineer.
 - P. Prior to filing any Building Permit Application, the Owner/Applicant shall provide the Village with a revised site and utility plans that indicate the proposed location of street lighting along Lehigh Avenue frontage, or engage in an agreement with the Village to reimburse the Village for the installation of street lighting, subject to review and approval by the Village Engineer.
 - Q. Conspicuous design elements shall be included in the final site design to provide awareness of the need to maintain the 24-foot-wide fire lane within the plaza clear of temporary or permanent fixtures that could interfere with emergency access, subject to review and approval by the Village Administrator.
 - R. The Applicant shall comply with all comments issued by the Village Engineer in the communication dated June 20, 2025, by strict or alternative compliance, subject to the Village Engineer's final approval.
 - S. For so long as the property commonly known as 6149 Chestnut Street ("6149 Chestnut") remains an independent zoning lot, there shall exist, at all times and in perpetuity, a perpetual easement for the benefit of 6149 Chestnut, providing and maintaining two-way vehicular access to and from Lehigh Avenue over, across, and through the properties commonly known as 8500 and 8550 Lehigh Avenue. Such access shall be designed and constructed in accordance with the standards of the Village of Morton Grove and shall be continuously maintained by and at the sole expense of 8500 MG LLC and all subsequent owners of the Development in a safe, serviceable, and code-compliant condition. This easement shall run with the land and shall be binding upon, and inure to the benefit of, the respective heirs, successors, and assigns of the parties and properties benefited and burdened thereby, and shall be recorded against the title to each such property to provide constructive notice of its existence and enforceability.
 - T. 8500 MG LLC and all subsequent owners of the Development shall be responsible for the maintenance of the Subject Property in its entirety, including but not limited to repair and replacement as needed to maintain compliance with Village standards, debris removal,

- landscaping, salting, and snow and ice removal, in perpetuity unless otherwise agreed to by the parties and authorized by the Village.
- U. 8500 MG LLC and all subsequent owners of the Development, at their sole expense, shall install and maintain pavement markings, access drive lighting, signage, and related amenities needed to safely direct pedestrians from Lehigh Avenue to the Loyal Order of Moose No. 376 property at 6149 Chestnut Street. All such pavement markings, access drive lighting, signage, and related improvements shall be designed and installed in compliance with Village standards and shall be subject to review and approval by the Village Administrator.
 - V. Prior to filing any Building Permit Application, the owner/applicant shall provide a phasing plan, subject to review and approval by the Village Administrator, that maintains navigable 24-foot access to the Loyal Order of Moose No. 376 property at 6149 Chestnut Street throughout construction of the Development, except as expressly approved in writing by both the Loyal Order of the Moose No. 376 and the Village.
 - W. The shared access drive serving the Development and the Loyal Order of Moose No. 376 property shall be designated as "Chestnut Street" and the Loyal Order of Moose No. 376 property shall retain the common address of 6149 Chestnut Street, unless otherwise agreed to in writing by the Loyal Order of Moose and the Village. Signage identifying the shared access drive as 'Chestnut Street' shall be installed and continuously maintained by the owner/applicant, in accordance with Village standards and subject to review and approval by the Village Administrator.
 - X. All exterior garbage and recycling receptacles shall be lidded or shall be emptied or moved indoors overnight to prevent any environmental nuisance, including, but not limited to, overflowing and animal feeding.
 - Y. All deliveries to the site shall occur no earlier than 7:00 a.m. and no later than 7:00 p.m. No delivery vehicle shall park, stop, or stall on Lehigh Avenue or within the shared access drive for any period of time. All deliveries to the site shall occur in the designated loading zones or at alternative locations within the internal parking area, subject to delivery plan approval by the Village Administrator or his designee.
 - Z. This Ordinance shall not take effect until the Village Board of Trustees has passed an ordinance approving the Plat of Vacation requested for a portion of the Chestnut Street right-of-way located directly west of Lehigh Avenue right-of-way measuring approximately 0.531 acres, as presented under Case PC 25-08.

- AA. The Applicant/Owner shall obtain all necessary signatures and file the Final Plat of Subdivision and all required easements with the Cook County Clerk and shall file three paper copies, one Mylar, and one electronic copy of the recorded plat and easements with the Building Commissioner for the Village of Morton Grove within 90 days of such recording.
- BB. The Applicant/Owner shall advise the Department of Community and Economic Development of any proposed change in ownership or operation of the Subject Property. Such changes may subject the Owner, lessees, occupants, and users to additional conditions and may serve as the basis for amendment to the Special Use Permit. The Special Use Permit is granted so long as the Applicant, Owner, occupants, and users of the Subject Property utilize the area for the purposes as herein designated.
- CC. The Owner/Applicant, and any lessees, occupants, and users of the Subject Property, their successors and assigns, shall allow employees and authorized agents of the Village access to the Subject Property at all reasonable times for the purpose of inspecting the Subject Property to verify all terms and conditions of this Ordinance have been met.
- DD. The approval of the preliminary plat does not authorize the construction of any improvements within the subdivision or the commencement of any site preparation work. Approval of a preliminary plat shall be valid for one year from the effective date of this Ordinance and may be extended by the board of trustees at its sole and absolute discretion, upon a written request from the applicant prior to the expiration of the one-year period

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 Preliminary Plat of Subdivision and Special Use Permits as granted hereunder.

SECTION 5. Failure to Comply with Conditions. Upon failure or refusal of the Applicant to comply with any or all of the conditions, restrictions or provisions of this Ordinance, the Corporate Authorities may initiate the revocation of the Preliminary Plat of Subdivision and Special Use Permits 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, and the conditions of SECTION 3-Z of this Ordinance have been satisfied.

Passed this 13th day of January 2026.

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

Approved by me this 13th day of January 2026.

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

Approved and filed in my office this 14th day of January 2026.

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

LIST OF EXHIBITS

EXHIBIT A	Legal Description, 8500-8550 Lehigh Avenue
EXHIBIT B	Plat of Vacation and Legal Description, dated December 28, 2021
EXHIBIT C	Plan Commission Report for PC 25-07, dated December 2, 2025

EXHIBIT A

8500-8550 LEHIGH AVENUE, MORTON GROVE, ILLINOIS 60053 LEGAL DESCRIPTION:

THE SOUTH 120 FEET OF LOTS 6, 7, 8, 9, 10, AND 11 IN BLOCK 1 IN MORTON GROVE, BEING A SUBDIVISION OF THE EAST 4.53 CHAINS OF THAT PART OF THE NORTHEAST QUARTER LYING SOUTH OF GROSS POINT ROAD AND THE NORTH 3 ACRES OF THE EAST 10 ACRES OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 19, AND THAT PART OF THE NORTHWEST QUARTER OF SECTION 20 LYING SOUTH OF GROSS POINT ROAD AND WEST OF CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD, IN TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LOTS 12 IN BLOCK 1 IN MORTON GROVE, BEING A SUBDIVISION OF THE EAST 4.53 CHAINS OF THAT PART OF THE NORTHEAST QUARTER LYING SOUTH OF GROSS POINT ROAD AND THE NORTH 3 ACRES OF THE EAST 10 ACRES OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 19, AND THAT PART OF THE NORTHWEST QUARTER OF SECTION 20 LYING SOUTH OF GROSS POINT ROAD AND WEST OF CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD, IN TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LOTS 3, 4, AND 5 IN BLOCK 2 IN MORTON GROVE, BEING A SUBDIVISION OF THE EAST 4.53 CHAINS OF THAT PART OF THE NORTHEAST QUARTER LYING SOUTH OF GROSS POINT ROAD AND THE NORTH 3 ACRES OF THE EAST 10 ACRES OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 19, AND THAT PART OF THE NORTHWEST QUARTER OF SECTION 20 LYING SOUTH OF GROSS POINT ROAD AND WEST OF CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD, IN TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY INDEX NUMBERS:

10-19-204-020-0000
10-19-203-021-0000
10-19-203-022-0000
10-19-203-023-0000
10-19-203-025-0000
10-19-203-013-0000

EXHIBIT B

PLAT OF VACATION AND LEGAL DESCRIPTION

Dated December 28, 2021

EXHIBIT C

PLAN COMMISSION REPORT FOR PC 25-07

Dated December 2, 2025

Legislative Summary

Ordinance 25-43

APPROVING A PLAT OF VACATION OF A PORTION OF THE CHESTNUT STREET RIGHT-OF-WAY LOCATED DIRECTLY WEST OF LEHIGH AVENUE AND MEASURING APPROXIMATELY 0.531 ACRES IN MORTON GROVE, ILLINOIS

Introduction:	December 9, 2025
Purpose:	To approve the vacation of a 0.531-acre portion of Chestnut Street public right of way to facilitate private redevelopment of Village-owned property at 8500-8550 Lehigh Avenue
Background:	8500 MG LLC and the Loyal Order of Moose No. 376 (“Applicants”) submitted a complete application (“Application”) requesting a vacation of a portion of Chestnut Street right of way located directly west of Lehigh Avenue right of way in Morton Grove, Illinois, and measuring approximately 0.531 acres. Applicant 8500 MG LLC submitted the request concurrent to a request for approval of a Preliminary Plat of Subdivision and Special Use Permit for a 60-unit mixed-use development, which was considered by the Plan Commission under Case PC 25-07 on September 16, 2025. The proposed vacation will make available for redevelopment by 8500 MG LLC approximately 350 linear feet of a 66-foot-wide Village right of way, a portion of which will be dedicated to the Loyal Order of the Moose No. 376 for the construction of nine parking spaces, improved with an asphalt roadway, pedestrian facilities, landscape areas, utilities, and signage. Chestnut Street currently dead ends to the west at property owned and operated by the Forest Preserve District of Cook County. The street currently services the Moose Family Center at 6149 Chestnut Street, vacant property owned by the Village at 8500 Lehigh Avenue, and a commuter parking lot owned by the Village at 8550 Lehigh Avenue, which was constructed as a temporary use. The property at 8500-8550 Lehigh Avenue and the portion of public right of way proposed for vacation are collectively described as “Site E” by the Lehigh-Ferris Framework Plan adopted under Ordinance 09-01. The Plan identifies Site E as a preferred site for higher density residential development. The proposed vacation provides the developer with additional contiguous land area to facilitate the 60-unit mixed-use redevelopment of Village-owned property proposed under Case PC 25-07. On September 4, the Traffic Safety Commission reviewed Cases PC 25-07 and PC 25-08 and unanimously voted to recommend approval of the proposed vacation. On November 18, 2025, the Applicants appeared before the Plan Commission to present the request for approval of the Application made under Case PC 25-08. Based on the Application, supporting staff report, and testimony presented at the public hearings, the Plan Commission voted unanimously (5-0) to recommend approval of the Plat of Vacation, with conditions relating to subdivision and vesting of title, plat preparation and recordation, easements, and Board approval of PC 25-07.
Groups Affected	Department of Community and Economic Development
Fiscal Impact:	N/A
Source of Funds:	N/A
Workload Impact:	The vacation of the public street and required recording of the Plat of Vacation will be implemented and supervised by staff as part of their normal work activities.
Administrative Recommendation:	Approval as presented
2nd Reading:	January 13, 2026
Special Considerations or Requirements:	None

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

ORDINANCE 25-43

APPROVING A PLAT OF VACATION OF A PORTION OF THE CHESTNUT STREET RIGHT-OF-WAY LOCATED DIRECTLY WEST OF LEHIGH AVENUE AND MEASURING APPROXIMATELY 0.531 ACRES IN MORTON GROVE, ILLINOIS

WHEREAS, the Village of Morton Grove, 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, pursuant to Section 12-9-5 of the Unified Development Code, the Board of Trustees of the Village of Morton Grove has the power and authority to vacate streets and alleys or portions thereof within the jurisdiction of the Village; and

WHEREAS, 8500 MG LLC and the Loyal Order of Moose No. 376 (“Applicants”) made a complete application (“Application”) to the Plan Commission of the Village of Morton Grove under Case PC 25-08 requesting a vacation of a 0.531-acre portion of Chestnut Street public right of way located directly west of Lehigh Avenue (“Subject Property”), in accordance with the Plat of Vacation and legal description prepared by Terra Technology Land Surveying, Inc., dated December 28, 2021, a copy of which is attached hereto and made a part hereof and marked as “Exhibit A”; and

WHEREAS, the Subject Property is currently improved with an asphalt roadway, pedestrian facilities, landscape areas, utilities, and signage; and WHEREAS, the 0.531-acre Subject Property is bordered to the south by property owned by the Loyal Order of Moose No. 376 and having a common address of 6149 Chestnut Street, and property owned by the Village of Morton Grove and having a common address of 8500 Lehigh Avenue (“8500 Lehigh Avenue”), and is bordered to the north by property owned by the Village of Morton Grove and having a common address of 8550 Lehigh Avenue (“8550 Lehigh Avenue”), which are collectively known as “Site E,” per the Lehigh-Ferris Framework Plan adopted under Ordinance 09-01; and

WHEREAS, the Application requests that the Subject Property be divided and vested to the owners of the abutting property, where each owner shall take title to the centerline of the vacated right of way adjacent to their property. That portion of the Subject Property to be dedicated to the Loyal Order of the Moose No. 376 shall be referred to as the “Moose Vacated Property” and that portion of the Subject Property to be dedicated to 8500 MG LLC shall be referred to as the “Developer Vacated Property”; and

WHEREAS, pursuant to a competitive public request for proposals process, 8500 MG LLC (“Developer”) was selected by Village staff as the preferred developer of the Developer Vacated Property, 8500 Lehigh Avenue, and 8550 Lehigh Avenue (collectively, the “Development Site”), subject to the Developer obtaining all necessary entitlements for the Development Site and negotiating a redevelopment agreement, including a purchase and sale agreement, between the Developer and Village, all subject to final approval by the Village Board; and

WHEREAS, the Lehigh-Ferris Framework Plan identified Site E as a potential redevelopment site for higher density residential uses based on its proximity to the Village’s proposed future downtown along Lincoln and Lehigh Avenues and the Morton Grove Metra commuter rail station; and

WHEREAS, the Developer proposes to improve the Development Site with a mixed-use development consisting of a four-story structure with ground-floor commercial uses, 60 residential units, and approximately 124 accessory surface parking facilities, a shared access drive to support vehicular traffic associated with the Loyal Order of Moose No. 376 and mixed-use development (“Development”), which has been considered by the Plan Commission under a request for approval of Special Use Permits and a Preliminary Plat of Subdivision submitted by 8500 MG LLC and reviewed as Case PC 25-07; and

WHEREAS, the Developer Vacated Property will be incorporated area of the Development Site in order to facilitate the highest and best development opportunity for this combined area of Village-owned property; and

WHEREAS, the incorporation of the Developer Vacated Property into the Development Site will provide 8500 MG LLC the necessary additional contiguous property to support the proposed 60-unit mixed-use development proposed under Case PC 25-07; and

WHEREAS, the proposed vacation will benefit the public interest by optimizing the project site footprint to support a walkable and vibrant mixed-use development that meets the requirements of the C/R Commercial/Residential District and the objectives of the Lehigh/Ferris Framework Plan; and

WHEREAS the Development would not be possible without the vacation of the Subject Property; and

WHEREAS, alternative access to 6149 Chestnut Street and the Development by means of new shared access drive is not anticipated to be detrimental to traffic circulation, emergency services, utility facilities, or other similar right of way purposes; and

WHEREAS, the proposed shared access drive will measure 25 feet from back-of-curb to back-of-curb, which will support two 12-foot-wide driving lanes as recommended by the Illinois Department of Transportation's (IDOT) Bureau of Local Roads and Streets; and

WHEREAS, easements shall be retained and established across the Development Site, the Subject Property, and abutting property as deemed necessary and appropriate by the Village to (1) ensure appropriate access to and maintenance of public utilities located within the Development Site and as otherwise requested or required by the Village and (2) authorize public use of the proposed access drive and other areas of pedestrian and vehicular circulation serving the Loyal Order of Moose No. 376 and the Development; and

WHEREAS, the Subject Property shall be divided and vested to the owners of the abutting property, where each owner shall take title to the centerline of the vacated right of way adjacent to their property; and

WHEREAS, appropriate valuation of and reasonable compensation for the property, as required by Section 12-9-5:B.1.h of the Unified Development Code, shall be determined by the Village as part of a forthcoming redevelopment agreement between the Village and 8500 MG LLC; and

WHEREAS, the Developer has agreed to construct approximately nine (9) parking spaces within the Moose Vacated Property; and

WHEREAS, pursuant to the applicable provisions of the Municipal Code, public notice for a public hearing on the Application to be held on November 18, 2025, was published in the *Morton Grove Champion*, a newspaper of general circulation in the Village of Morton Grove, on October 30, 2025, written notification was sent to property owners within 250 feet of the subject property on October 30, 2025, and a sign was posted on the Subject Property on October 30, 2025, as required by ordinance; and

WHEREAS, the Morton Grove Plan Commission held a public hearing relative to the above referenced case on November 18, 2025, at which time all concerned parties were given the opportunity to be present and express their views for the consideration by the Plan Commission, and, as a result of said hearing, the Plan Commission made certain recommendations and conditions through a report dated December 2, 2025, a copy of which is attached hereto and made a part hereof and marked as "Exhibit B"; and

WHEREAS, the Plan Commission considered all the evidence and testimony presented to it, discussed the merits of the Application in light of applicable laws, including Section 12-9-5 of the Unified Development Code, and voted to recommend approval of the vacation, with conditions; and

WHEREAS, pursuant to the provisions of the Village of Morton Grove Unified Development Code, the Corporate Authorities have considered the report of the Plan Commission and find the proposed vacation of a portion of this public right of way is appropriate, in the public interest, and in accordance with applicable ordinances of the Village of Morton Grove for a vacation of a public right of way.

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, as though fully set forth herein, thereby making the findings as hereinabove set forth.

SECTION 2. Approval of Vacation and Conditions. The Corporate Authorities do hereby approve the application for Case PC 25-08, a request for approval of the vacation of a 0.531-acre portion of Chestnut Street public right of way located directly west of Lehigh Avenue, subject to the following conditions:

1. The final recorded Plat of Vacation shall be in substantial compliance with the Plat of Vacation prepared by Terra Technology Land Surveying, Inc., December 28, 2021, and attached hereto as “Exhibit A,” subject to review and approval by the Village Administrator or his/her designee.
2. The Subject Property shall be subdivided and vested to the Applicants and owners of the abutting property to the immediate north (PINs 10-19-203-013-0000, 10-19-203-025-0000, 10-19-203-023-0000, 10-19-203-022-0000, 10-19-203-021-0000) and south (PINs 10-19-204-020-0000, 10-19-204-004-0000, 10-19-204-003-0000, 10-19-204-019-0000) of the Subject Property, where each respective owner will take title to the centerline of the vacated right of way adjacent to their property.
3. The Developer shall construct surface parking spaces, access drives, and landscape areas within the Subject Property in substantial conformance with the final site plan authorized under the Special Use Permit requested under Case PC 25-07, subject to final review and approval by the Village Administrator or his/her designee.

4. For so long as the property located at 6149 Chestnut Street remains an independent zoning lot, there shall exist, at all times and in perpetuity, a perpetual easement for the benefit of said property, providing and maintaining two-way vehicular access to and from Lehigh Avenue over, across, and through the properties commonly known as 8500 and 8550 Lehigh Avenue. Such access shall be designed and constructed in accordance with the standards of the Village of Morton Grove and shall be continuously maintained in a safe, serviceable, and code-compliant condition. This easement shall run with the land and shall be binding upon, and inure to the benefit of, the respective heirs, successors, and assigns of the parties and properties benefited and burdened thereby, and shall be recorded against the title to each such property to provide constructive notice of its existence and enforceability.
5. 8500 MG LLC and all subsequent owners of the Development Site shall be responsible for the maintenance of the Subject Property in its entirety, including but not limited to repair and replacement as needed to maintain compliance with Village standards, debris removal, landscaping, salting, and snow and ice removal, in perpetuity unless otherwise agreed to by the parties and authorized by the Village.
6. 8500 MG LLC and all subsequent owners of the Development Site, at their sole expense, shall install and maintain pavement markings, access drive lighting, signage, and related amenities needed to safely direct pedestrians from Lehigh Avenue to the Loyal Order of Moose No. 376 property at 6149 Chestnut Street. All such pavement markings, access drive lighting, signage, and related improvements shall be designed and installed in compliance with Village standards and shall be subject to review and approval by the Village Administrator.
7. 8500 MG LLC shall provide a construction phasing plan, subject to review and approval by the Village Administrator, that maintains drivable minimum 24-foot-wide vehicular access to the Loyal Order of Moose No. 376 property at 6149 Chestnut Street throughout construction of the Development, except as expressly approved in writing by both the Loyal Order of the Moose No. 376 and the Village.
8. The shared access drive serving the Development and the Loyal Order of Moose No. 376 property shall be designated as "Chestnut Street" and the Loyal Order of Moose No. 376 property shall retain the common address of 6149 Chestnut Street, unless otherwise agreed to in writing by the Loyal Order of Moose and the Village. Signage identifying the shared

access drive as 'Chestnut Street' shall be installed and continuously maintained by the Developer, in accordance with Village standards and subject to review and approval by the Village Administrator.

9. The final Plat of Vacation and Ordinance shall be prepared and recorded with the Cook County Clerk in accordance with all requirements of Section 12-9-5 of the Morton Grove Municipal Code.
10. The Village shall reserve the right to retain any easements, including but not limited to those deemed appropriate for access to and maintenance of public utilities and general access, and as otherwise deemed appropriate by the Village Administrator, subject to final approval by the Village Administrator or his/her designee. All required plats of easement or a modified final Plat of Vacation with reservation of required easements for the Development Site or abutting property shall be reviewed and approved by the Village Administrator or his/her designee and shall be recorded concurrently with recordation of the final Plat of Vacation, or as otherwise authorized in writing by the Village Administrator or his/her designee.
11. Prior to recordation of the final Plat of Vacation, the Village and the Developer shall enter into a fully executed redevelopment agreement, including purchase and sale agreement, for the Development Site, which shall establish valuation of and reasonable compensation for the Subject Property. The Plat of Vacation shall not be recorded unless and until such agreement is approved and executed by all required parties, and conditions relative to recordation of the final Plat of Vacation have been met, and permits authorizing construction of the Development's site improvements have been issued, after which recordation shall occur promptly, or as otherwise stipulated by agreement between the Village and Developer.
12. This Ordinance shall not take effect until the Village Board of Trustees has passed an ordinance approving the Preliminary Plat of Subdivision and Special Use Permits requested under Case PC 25-07. Should the Village Board of Trustees vote to deny the Preliminary Plat of Subdivision and Special Use Permits, this Ordinance shall be deemed null and void.

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 vacation as granted hereunder.

SECTION 4. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form according to law, and the Applicants or their successors have recorded the Plat of Vacation and Ordinance in accordance with Section 12-9-5 of the Morton Grove Municipal Code, recorded this Ordinance with the Clerk of Cook County, Illinois, and has provided the evidence of such to the Village of Morton Grove.

Passed this 13th day of January 2026.

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

Approved by me this 13th day of January 2026.

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

Approved and filed in my office this 14th day of January 2026.

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

LIST OF EXHIBITS

EXHIBIT A	Plat of Vacation and Legal Description, dated December 28, 2021
EXHIBIT B	Plan Commission Report for PC 25-08, dated December 2, 2025

EXHIBIT A

PLAT OF VACATION AND LEGAL DESCRIPTION

Dated December 28, 2021

EXHIBIT B

PLAN COMMISSION REPORT FOR PC 25-08

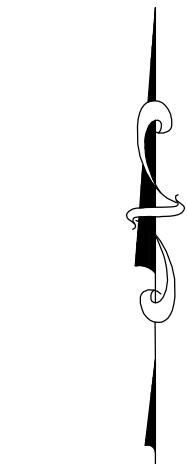
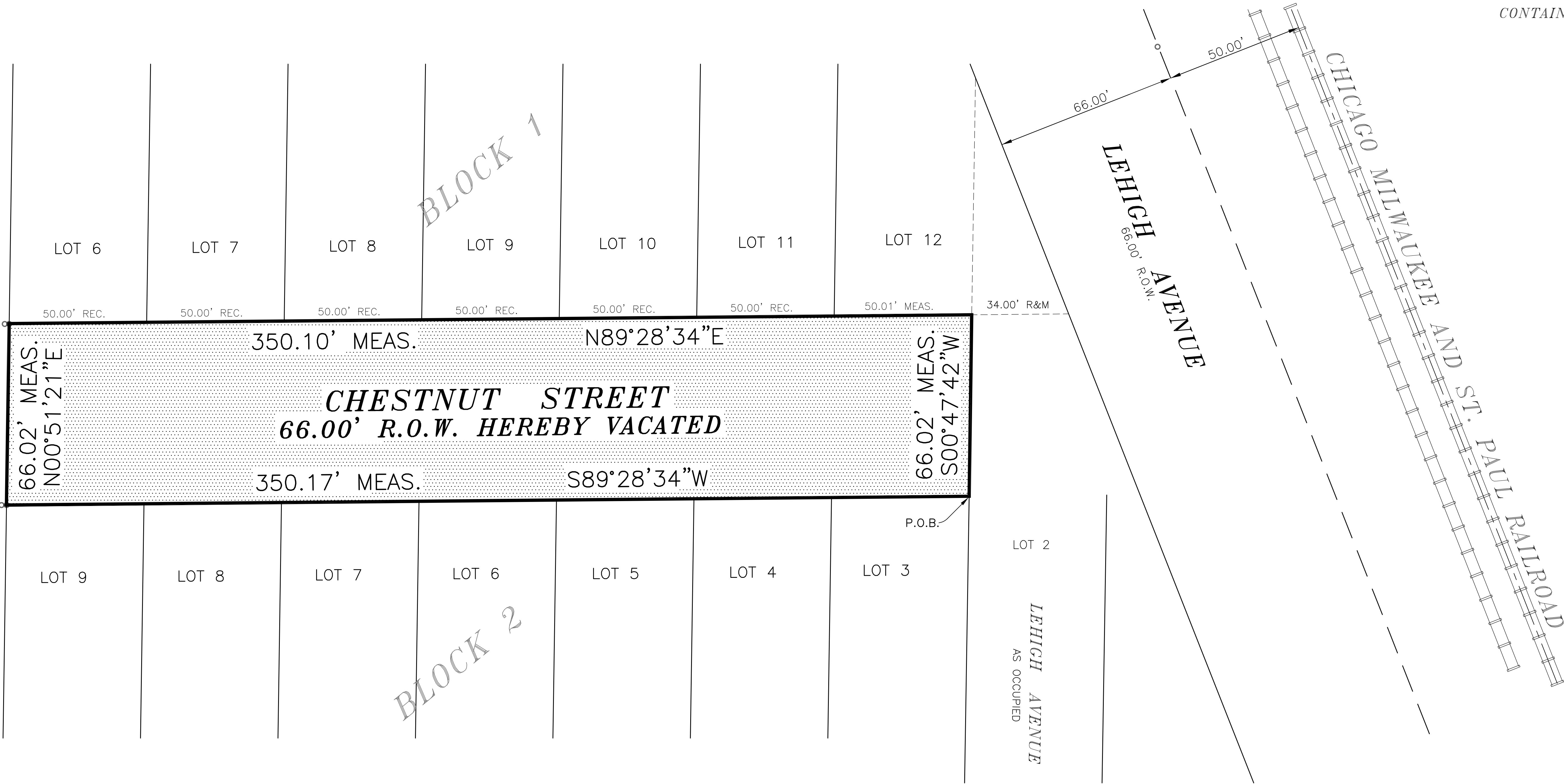
Dated December 2, 2025

PLAT OF VACATION
OF ROAD RIGHT OF WAY
WITHIN THE
VILLAGE of MORTON GROVE, ILLINOIS

CHESTNUT STREET VACATION:

THAT PART OF CHESTNUT STREET IN MORTON GROVE, BEING A SUBDIVISION OF THE EAST 4.63 CHAINS OF THAT PART OF THE NORTHEAST QUARTER LYING SOUTH OF GROSS POINT ROAD AND THE NORTH 3 ACRES OF THE EAST 10 ACRES OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 19, AND THAT PART OF THE NORTHWEST QUARTER OF SECTION 20 LYING SOUTH OF GROSS POINT ROAD AND WEST OF CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD, IN TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 3 IN BLOCK 2 IN SAID MORTON GROVE; THENCE SOUTH 89 DEGREES 28 MINUTES 34 SECONDS WEST ALONG THE SOUTH LINE OF SAID CHESTNUT STREET, 350.17 FEET TO THE NORTHWEST CORNER OF LOT 9 IN BLOCK 2 IN SAID MORTON GROVE; THENCE NORTH 00 DEGREES 51 MINUTES 21 SECONDS EAST, 66.02 FEET TO THE SOUTHWEST CORNER OF LOT 6 IN BLOCK 1 IN SAID MORTON GROVE; THENCE NORTH 89 DEGREES 28 MINUTES 34 SECONDS EAST ALONG THE NORTH LINE OF SAID CHESTNUT STREET, 350.10 FEET TO A POINT 34.00 FEET WEST OF THE SOUTHEAST CORNER OF LOT 12 IN BLOCK 1 IN SAID MORTON GROVE; THENCE SOUTH 00 DEGREES 47 MINUTES 42 SECONDS WEST, 66.02 FEET TO THE PLACE OF BEGINNING, CONTAINING 0.531 ACRES MORE OR LESS, ALL IN COOK COUNTY, ILLINOIS.

CONTAINING 0.531 ACRES+/-



SCALE: 1" = 20'



STATE OF ILLINOIS
COUNTY OF LAKE SS.

I, Vydas Z. Rekasius, an Illinois Professional Land Surveyor, do hereby certify that I have surveyed the property described above and that the plat shown hereon is a correct representation of said survey.

DATED THIS 12th DAY OF JANUARY, A.D. 2022.

BY: _____

Illinois Professional Land Surveyor No. 3210
License Renewal Date : 11/30/2022
DESIGN FIRM NO. 184-004538 RENEWAL DATE: 4/30/2023

CERTIFICATE OF MUNICIPALITY

STATE OF ILLINOIS)
COUNTY OF COOK) SS

Approved and accepted by the President and Board of Trustees of the Village of Morton Grove, Cook County, Illinois, this ____ day of _____, 2022.

Dated this ____ day of _____, A.D. 2022.

Signed: _____
Village President

Attest: _____
Village Clerk

COUNTY RECORDER

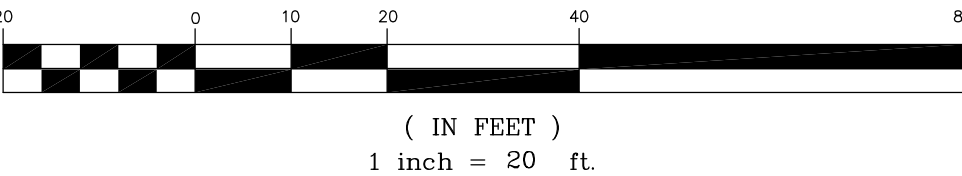
STATE OF ILLINOIS)
COUNTY OF COOK) S.S

THIS INSTRUMENT NO. _____, WAS FILED FOR RECORD IN THE RECORDER OF DEEDS OFFICE OF COOK

COUNTY, ILLINOIS, AFORESAID, ON THE _____ DAY OF _____, A.D. 2022 AT _____ O'CLOCK ____ .M.

COOK COUNTY RECORDER

GRAPHIC SCALE



TERRA TECHNOLOGY
LAND SURVEYING, INC.

24198 ROSE AVE. LAKE ZURICH, ILLINOIS 60047
PHONE: (847) 540-8606 E-MAIL: TTL5.1@SBCGLOBAL.NET

JOB NO. : 21-0080 SURVEY DATE : 12/28/2021
DRAWING FILE : DATA/21/0080/SITE-VACATION.DWG