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**VILLAGE BOARD OF TRUSTEES
REGULAR MEETING NOTICE/AGENDA
January 27, 2026, 7:00 PM**

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

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

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Approval of Minutes**
 - a. Regular Meeting – January 13, 2026
5. **Special Reports**
 - a. Introduction of Appearance Awards 2026 Program by Brandon Nolin Community Development Administrator
6. **Public Hearings**
7. **Plan Commission Reports**
8. **Residents' Comments (agenda items only)**
9. **President's Report** – *Administration, Council of Mayors, Northwest Municipal Conference, Dempster Street Corridor Steering Committee*

- a. Recognition of Donna Hedrick for her service to the Village as a member of the Appearance Commission and the Economic Development Commission

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

11. **Staff Report**

a. **Village Administrator**

- 1) **Resolution 26-02** Authorizing Participation in the Northern Illinois Municipal Electric Collaborative (NIMEC) and Authorizing the Village Administrator to Approve Contracts for Electricity for Village-Owned Buildings, Facilities, and Infrastructure
- 2) **Resolution 26-03** Approving and Authorizing a Settlement Agreement for All Village Claims Regarding an Economic Incentive and Tax Increment Allocation Financing Development Agreement by and between the Village of Morton Grove, Illinois and P & P Properties, LLC,

b. **Corporation Counsel**

12. **Reports by Trustees**

- a. **Trustee Khan** – *Finance Department, Appearance Commission, (Trustee Travis)*
- b. **Trustee Minx** – *Fire Department, Fire Pension Board, Fire and Police Commission, Special Events Commission, RED Center, NIPSTA (Trustee Thill)*
- c. **Trustee Shiba** – *Building Department, Environment & Natural Resources Commission, Legal Department, IT Department, Sawmill Station TIF (Trustee White)*
- 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 26-04** Authorizing a Contract with Arthur Weiler, Inc. of Bristol, Wisconsin, for the Tree Purchase for the 2026 50/50 Tree Planting Program and the United States Department of Agriculture Forestry Service and Illinois Department of Natural Resources Urban and Community Forestry Tree Grant – Phase II Plantings
 - 2) **Resolution 26-05** Authorizing a Service Request with Commonwealth Edison and a Contract with Larson Electrical Technology of Kenosha, Wisconsin, for Electrical Improvements at 8300 Lehigh Avenue

- 3) **Resolution 26-06** Authorizing a Contract with Globe Construction Company, Inc. of Addison, Illinois, for the 2026 Concrete Sidewalk Replacement Program
- e. **Trustee Travis** – *Police Department, Police Pension Board, Fire & Police Commission, Community Relations Commission, Niles Township Government (Trustee Khan)*
 - 1) **Ordinance 26-01** (*Introduced January 27, 2026, First Reading*) Amending Title 5, Entitled Motor Vehicle and Traffic, Chapter 13, Entitled Traffic Schedules, of the Municipal Code
- f. **Trustee White** – *Community & Economic Development Department, Economic Development Commission, Plan Commission/ Zoning Board, Lincoln/Lehigh TIF (Trustee Shiba)*
 - 1) **Resolution 26-07** Establishing the Long-Time Homeowner Home Improvement Program with Use of the Affordable Housing Trust Fund in the Village of Morton Grove, Cook County, Illinois

13. **Presentation of Warrants** –\$1,968,148.01

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
JANUARY 13, 2026**

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

III. **APPROVAL OF MINUTES**

Mayor Witko asked for a motion to approve the Minutes of the December 9, 2025 Village Board Meeting as presented. Trustee Minx so moved, seconded by Trustee Travis.

Motion passes unanimously via voice vote with 1 absent.

IV. **SPECIAL REPORTS**

- a. Mayor Witko quipped, “I’ve never felt so much support, or felt as safe as I do tonight,” referencing a large contingent of police personnel in the assemblage tonight. She asked Chief Mike Weitzel to come to the podium.
- b. Chief Weitzel said he was pleased to bring forward three supervisory promotions with the Morton Grove Police Department. These promotions reflect the Department’s ongoing need to place experienced, capable leaders into roles of increased responsibility, accountability, and service to both the organization and the community.
- c. The three promotions are Justin Hough to Sergeant, Nicholas Hoffman to Commander, and Eric Ficht to Deputy Chief.
- d. Chief Weitzel said each of these individuals has demonstrated consistent professionalism, sound judgment, and a readiness to take on broader leadership obligations. Their promotions ensure continuity in our operations and support the Department’s long-term commitment to effective supervision, training, and community trust. He said, “I appreciate the Board’s continued support of the Police Department, and I’m confident these promotions will serve both the organization and the Village well.”

IV.

SPECIAL REPORTS (continued)

- e. Chief Weitzel invited Chairman Mike Simkins of the Board of Fire and Police Commissioners to come to the podium, along with Detective Justin Hough.
1. Mr. Simkins said it was a pleasure to be here and to see many of the individuals vetted by the Fire and Police Commission progressing in their careers. He went on to provide some background on Detective Justin Hough.
 - a. Justin is a 12-year veteran of the MGPD. He grew up on the northwest side of Chicago and is a 2001 graduate of Loyola Academy. He went on to attend Loyola University Chicago, where he earned a Bachelor's degree in Psychology.
 - b. Justin spent the early portion of his career assigned to Patrol, where he distinguished himself through his work ethic and professionalism, earning numerous commendations. Throughout his career, he has served the Department in a wide range of assignments, including Defensive Tactics Instructor, Range Instructor, Scenario-Based Training Instructor, TASER Instructor, Lead the Way Instructor, Juvenile Officer, and Field Training Officer. In 2021, Justin was recognized as the Afternoon Shift Top Cop, and in 2022, he was selected as a class supervisor at the Suburban Law Enforcement Academy, where he gained valuable experience training and preparing new recruits for careers in law enforcement.
 - c. Following that assignment, Justin was selected to serve as a Detective. He continued to expand his professional skill set, earning technical duty assignments in Digital Forensics and as a Department Drone Operator. He was recognized as the Top Cop for the Field Services Division in 2024, and over this past year, he has served as the MGPD's representative on the NORTAF Burglary Task Force.
 - d. Mr. Simkins asked Justin to acknowledge family members present tonight, and then performed the oath of office. Justin's wife, Natasha, pinned on his badge as the Board and assemblage enthusiastically congratulated Sergeant Justin Hough.
2. Chief Weitzel then invited Mayor Witko to the podium to continue the promotion activities. The chief introduced Nicholas Hoffman and asked him to come to the podium. He said Nick is a 19-year veteran of the Morton Grove Police Department, and is a lifelong resident of the northwest suburbs. He graduated from Glenbrook South HS in 2001 and went on to earn an Associate's Degree in Criminal Justice from Oakton Community College in 2004.
 - a. Nick spent the early part of his career assigned to the Patrol Division, where he served in a variety of roles, including Field Training Officer, Standardized Field Sobriety Test Instructor, Evidence Technician, Juvenile Officer, and Tactical Medical Instructor. In 2020, Nick was selected to serve as a class supervisor at the Suburban Law Enforcement Academy, where he was responsible for the training and development of new recruits. He also served as President of the FOP Lodge, during which time he organized several successful fundraising events in support of members and the community.

- IV. **SPECIAL REPORTS** (continued)
- b. Chief Weitzel noted that Nick was promoted to the rank of Sergeant in 2021. He was assigned to the midnight shift in this role, and provided steady leadership and operational oversight, while also taking on several department-wide responsibilities. Nick oversaw the Department's Peer Support Team and coordinated initiatives focused on officer wellness and organizational support. He also directed the Department's traffic enforcement efforts, working closely with officers and residents to address concerns related to hazardous traffic conditions. Under Nick's leadership, these efforts contributed to the Morton Grove Police Department being awarded first place in the 2024 Illinois Traffic Safety Challenge. Nick is also a graduate of the Northwestern School of Police Staff and Command.
 - c. Chief Weitzel asked Nick to introduce family members here this evening. These included his wife Molly, his children, and his parents. Mayor Witko performed the oath of office, and Nick's kids pinned on his badge as the assemblage warmly welcomed Commander Nick Hoffman.
3. Next, Chief Weitzel asked Eric Ficht to come to the podium. He said Eric is a 22-year veteran of the Morton Grove Police Department, who grew up in Chicago and graduated from Gordon Tech HS, then earned a Bachelor's degree in Criminal Justice from Illinois State University.
- a. The chief said Eric spent his career assigned to the Patrol Division, where he served in multiple capacities, including Field Training Officer and Evidence Technician. In 2017, he was chosen to serve as a class supervisor at the Suburban Law Enforcement Academy, where he played a key role in the training and development of new recruits. In recognition of his dedication and professionalism, Eric was named Officer of the Year in 2013.
 - b. Eric was promoted to Sergeant in April of 2019 and then to Commander in November of 2022. Throughout his supervisory and command assignments, Eric has taken on increasing levels of responsibility, including oversight of the Department's Range, Defensive Tactics, and Scenario-Based Training programs. His leadership in these critical areas has directly supported officer safety, readiness, and professional development. Eric is also a graduate of the Northwestern University School of Police Staff and Command. Chief Weitzel noted that "law enforcement is a proud family tradition for Eric, and his father, brother, and uncle are all retired members of the Chicago Police Department."
 - c. Mayor Witko administered the oath of office and joined the assemblage in congratulating Deputy Chief Eric Ficht as Eric's wife pinned on his badge.
 - d. Eric asked to say a few words. He thanked all the members of the MGPD he's worked with, and also thanked his family for their support of his career, saying he knows it hasn't been easy.
4. Mayor Witko returned to the dais, and she again congratulated the three MGPD officers who had been promoted this evening. She also thanked the families of those three officers because the families have to endure all the absences that come with their jobs.

V. **PUBLIC HEARINGS**

NONE

VI. **PLAN COMMISSION REPORTS**

NONE

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

NONE

VIII. **PRESIDENT'S REPORT**

1. Mayor Witko said she was excited to announce that Morton Grove has been recognized as a Thriving Community by the travel website "islands.com." They acknowledged Morton Grove as a thriving suburb with a family-friendly environment that offers fantastic food and recreational opportunities. The article emphasized all the park and recreational opportunities within the community, and homegrown restaurants like Bringer Inn and Kappy's American Grill. Mayor Witko encouraged residents to visit the Village's Facebook page to see this article.
2. Mayor Witko presented the Administrative Appointments for the calendar year January 1, 2026 through December 31, 2026.

Village Administrator/Building Commissioner	Charles Meyer
Corporation Counsel	Teresa Hoffman Liston
Finance Director/Treasurer	Hanna Sullivan
Fire Chief	Dennis Kennedy
Chief of Police	Michael Weitzel
Director of Public Works	Michael Lukich

Mayor Witko asked for a motion and second to confirm these administrative appointments.

Trustee Thill so moved, seconded by Trustee Minx, to confirm these appointments.

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

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

IX.

CLERK'S REPORT

1. Clerk Harford said that, on January 7, 2026, she had attended the quarterly meeting of the Northwest Suburban Municipal Clerk's Association of the North & Northwest Suburbs of Cook County. Hosting this meeting was the Village of Skokie, with Mayor Anne Tennes delivering the opening remarks. The keynote speaker was Brad Cole, the Illinois Municipal League Executive Director. He discussed legislative updates and provided valuable resources for our village.
 - a. Clerk Harford said, we also received a copy of "Civics in Schools" booklets for elementary, middle school, and high schools, discussing how local government makes a difference in Illinois cities, villages, and towns. Additional copies can be requested at iml.org/civicsinschools.
2. Clerk Harford announced that the Village is sponsoring their first Senior Expo on Friday, March 13, from 9am to noon at the Morton Grove Civic Center, 6140 Dempster Street. Admission is free and there will be complementary refreshments. Attendees will be able to connect with local senior service providers as well as receive educational materials on health, wellness, transportation, housing, and more. No registration is required. Flyers will be available at Village Hall and at the Civic Center. If you have any questions, please call 847-663-3070.

X.

STAFF REPORTSA. Village Administrator:

Mr. Meyer had no formal report this evening.

B. Corporation Counsel:

Corporation Counsel Liston had no formal report this evening.

XI.

TRUSTEES' REPORTSA. Trustee Khan:

Trustee Khan had no formal report this evening.

B. Trustee Minx:

Trustee Minx had no formal report this evening, but announced that the next Citizens Police and Fire Academy will be starting on March 18 and will run through May 20, 2026. If anyone is curious about what MGPD and MGFD personnel do, please join the Academy. It will be every Wednesday from 6:30pm to 8:30pm. To sign up, please visit www.mortongroveil.org.

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

C. Trustee Shiba: *In the absence of Trustee Shiba, Trustee White provided his report.*

1. Trustee White presented **Ordinance 25-39, Amending Title 7 Entitled “Public Property and Utilities,” Chapter 2 Entitled “Tree Preservation” of the Village of Morton Grove Municipal Code.**

This is the second reading of this Ordinance.

- a. Trustee White said that the Village recognizes the services and functions that trees provide as a collective asset to the Morton Grove community. In March of 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 its tree preservation code to meet the organization’s requirements. The proposed amendments are procedural in nature, have been approved the Morton Arboretum, and serve to further strengthen the Village’s ordinance.
- b. At the request of staff, the Appearance Commission reviewed the proposed amendment at a regularly scheduled meeting on November 5, 2025, and voted unanimously (5-0) to recommend approval of the amendment as presented. If approved by the Village Board, staff will provide notice of the new tree preservation and protection regulations by updates to the Village’s website and by mail (via the water bill), and will provide direct guidance as needed.

Trustee White moved to adopt Ordinance 25-39, 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>absent</u>
Tr. Thill	<u>aye</u>	Tr. Travis	<u>aye</u>	Tr. White	<u>aye</u>

D. Trustee Thill:

1. Trustee Thill had no formal report this evening, but announced that the Village is currently offering free holiday light recycling. Recycling bins are located in the lobby of Village Hall and will be available until February 1, 2026.
2. Trustee Thill also reminded everyone that lithium batteries are dangerous and should not be included in your recycling. He suggested checking with Lowes, Menards, and Home Depot as they will take lithium batteries to dispose of them.

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

E. Trustee Travis:

1. Trustee Travis presented **Resolution 26-01, Authorizing a Contract with Axon Enterprise, Inc. for the Purchase of Twelve (12) Taser 10 Devices and Accessories.**
 - a. She explained that, every year, staff reviews their current technology and equipment along with researching new technology and grants. During this process, staff determined that the Department's inventory of sixteen (16) Axon X2 Tasers were no longer under manufacturer warrant, have exceeded their recommended service life, and are experiencing an increasing rate of mechanical and operational failure. As less lethal weapons play a critical role in reducing injuries to officers and subjects, equipment reliability is essential for both safety and risk reduction. The Department applied for and was awarded a grant to support the acquisition of six (6) new Taser 10 packages through ILEAS. While this funding is appreciated and beneficial, the number awarded is insufficient for reasonable deployment or training coverage.
 - b. The Department determined it can responsibly reduce its taser inventory from sixteen (16) devices to twelve (12) devices while still maintaining appropriate coverage for all patrol officers and supervisors. By combining the six (6) Taser 10 packages awarded through the grant with the purchase of an additional six (6) Taser 10 packages, the Department may acquire a complete, fully modernized inventory of twelve (12) Taser 10s.
 - c. In a normal process to review the needs and possible solutions for the Village, several quotes would have been sought in a competitive process to find the lowest cost option for these services. However, several years ago, the Village entered into an agreement with Axon to handle body cameras, in-car video, ALPR, and digital evidence storage for the Police Department. Axon is the sole manufacturer and provider of taser conducted electrical weapons (CEWs) authorized and widely adopted for law enforcement use. As such, Village staff recommends not soliciting additional quotes and continuing the use of Axon for this purpose in order to enhance system functionality and integration across Village platforms. The total cost in 2026 is \$58,835.90. This includes a savings of \$9,522.42 for bundling items and returning sixteen (16) Taser X2 devices.

Trustee Travis said the \$58,835.90 would be paid by the ILEAS grant (\$21,600) and the Department's Asset Forfeiture Fund (\$37,235.90). She moved to approve Resolution 26-01, 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>absent</u>
Tr. Thill	<u>aye</u>	Tr. Travis	<u>aye</u>	Tr. White	<u>aye</u>

2. Trustee Travis gave a brief report on the Niles Township Food Pantry. She said that Supplemental Nutrition Assistance Program (SNAP) benefits for 3,330 Township families are facing new challenges and delays. For every 9 meals that SNAP covers, food pantries provide only 1. Niles Township can't possibly fill that gap along.

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

E. Trustee Travis: (continued)

- a. Trustee Travis continued, stating that the Township is urging people to work together in order to see the incredible difference our community makes when people work together to support one another. The Township is trying to get 1,000 neighbors to commit to \$20 per month (less than the cost of a takeout meal), they can provide our community with fresh produce, fresh meat, eggs, culturally sensitive foods, pantry staples, hygiene items, and diapers. To become a monthly donor, sign up at nilestownshipgov.com. When you give today, you're not just filling a plate; you're fueling hope, strengthening families, and building a stronger, more connected Niles Township.

F. Trustee White:

Trustee White had four Ordinances to present this evening. Each is a second reading, so they will be voted upon tonight.

1. **Ordinance 25-40, Amending Title 12 Entitled "Unified Development Code," Chapter 3 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.**

- a. Trustee White said the Community and Economic Development Department continuously reviews and updates the Unified Development Code as needed to keep regulations current and to promote predictable and desirable development. The text amendments in this ordinance are based on input received by Village staff throughout 2024 and staff discussion with the Plan Commission in December 2024 and March 2025.
- b. The Village, as the Applicant, submitted a complete application to the Plan Commission under Case PC25-04 requesting text amendments to Chapter 12-3 of Title 12 to regulate the installation and use of solar energy collection systems. On November 18, the Applicant appeared before the Plan Commission to present the request for approval of the application made under PC25-04. 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. The 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).

Trustee White moved to adopt Ordinance 25-40, seconded by Trustee Minx.

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

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

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

F. Trustee White: (continued)

2. **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, IL.**

- a. Trustee White said this special use permit had been requested by DLA Architects, Ltd., on behalf of Golf School District 67 for the expansion of the existing Hynes Elementary School.
- b. The school expansion would include the addition of a new administrative 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 an interior courtyard. Several existing classrooms and hallways would be removed 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.
- c. 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.
- d. The case has been unanimously approved by the Appearance Commission, the Traffic Safety Commission, and the Plan Commission, although the Plan Commission had conditions relating to landscaping, lighting, traffic signs, and traffic circulation.

Trustee White moved, seconded by Trustee Travis, to adopt Ordinance 25-41.

- e. Trustee Thill asked if the tree issue had been resolved. Village Administrator Meyer responded that the Village will be working together with the Park District and School District 69 on this matter.

Mayor Witko called for the vote on Ordinance 25-41.

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

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

3. **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, IL.**

- a. Trustee White explained that 8500 MG LLC, the Applicant, submitted complete applications requesting approval of a Preliminary Plat of Subdivision and Special Use Permit for the Village-owned property at 8500–8550 Lehigh Avenue and a portion of the Chestnut Street right-of-way

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

F. Trustee White: (continued)

- a. located directly west of the Lehigh Avenue right-of-way, measuring approximately 0.531 acres, petitioned for vacation under PC25-08, which was considered by the Plan Commission on November 18, 2025.
- b. The Applicant proposed 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 area, shared access drive, and landscape areas.
- c. 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 will be provided by a two-lane shared access drive at the site’s southern lot line. Also, 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.
- d. The developer is requesting waivers for rear yard impermeable coverage, open accessory parking space setback, dwelling units per acre, residential unit location, façade transparency, public parkway trees, and parking lot screening abutting private property.
- e. The Appearance Commission voted unanimously to recommend approval of the proposed development, with conditions. The Traffic Safety Commission voted unanimously to recommend approve of the proposed development with comments. The Plan Commission, based on the Application, supporting staff report, and testimony presented at public hearings, voted unanimously to recommend approval of the Preliminary Plat of Subdivision and the Special Use Permit, with conditions relating to site design and operation.

Trustee White moved to adopt Ordinance 25-42, seconded by Trustee Minx.

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

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

- 4. **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.**
 - a. Trustee White said 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,

XI. **TRUSTEES’ REPORTS** (continued)

F. Trustee White: (continued)

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.

- b. 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 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 development of Village-owned property under Case 95-07.

Trustee White moved to adopt Ordinance 25-43, 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>absent</u>
Tr. Thill	<u>aye</u>	Tr. Travis	<u>aye</u>	Tr. White	<u>aye</u>

XII. **WARRANTS**

Trustee Khan presented the Warrant Register for January 13, 2026 in the amount of \$365,665.33. She moved to approve the Warrants as presented, seconded by Trustee Minx.

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

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

XIII. **OTHER BUSINESS**

NONE

XIV. **RESIDENTS’ COMMENTS**

Mayor Witko noted that each speaker would be allowed 4 minutes to talk.

- 1. **Laura Frisch** was concerned about all the building that’s going on in Morton Grove and urged the Board to look at their own ordinances, especially when concerning density. There has to be a balance between having all these buildings without a plan for keeping green space.

XIV.

RESIDENTS' COMMENTS (continued)

- a. Another issue Ms. Frisch brought up was the fact that the last leaf pick-up that was supposed to occur did not, due to a snowstorm. She said she tried picking them up herself but there's grease and oil on them. She was told to put the leaves under her bushes but she won't, because of the grease and oil on them. She said she thought the Village had finished its leaf pick-up in early December, but when she called Public Works about this problem, they told her the Village stopped picking up leaves about a week ago. She said no notice was given to residents about this. The leaves are hazardous because they attract rodents and they're clogging sewers. She said she took a walk around the Village and there were leaves blocking every sewer. And, while on her walk, she saw a large rat at School and Crain.

2. **Kevin Jenetten** was also unhappy about the building going on and said he felt the Village was losing its character. The developments, for example Sawmill Station, might be nice but because of them, there's all kinds of garbage in the forest preserves, where there had been virtually none before. He also felt the rules weren't being enforced, for example, there is "no parking" by the McDonald's, but he constantly sees school buses parking there.

3. **Carlos Gonzalez** echoed some of the comments regarding the Village's accelerated growth. He said it is important to maintain the Village's character. He said well-being was one of the reasons he and his family moved here. The schools and the green space were his two most important reasons for moving here. He noted that "this site" (where the current Village Hall and Police Station are) could be quite a unique site. Mayor Witko said there are a lot of rumors in the community speculating about condominium or townhome developments on this site, but there is nothing on the drawing board at this time.

4. **David Jenetten** said the amount of building going on is terrible, really disgusting. He noted that he had gone to school back in the day when this site was a school. He said this building is part of the Village's history and no one should be in a big hurry to demolish it and put something else up. It would be tragic if that were to happen.

XV.

ADJOURNMENT

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

Motion passes unanimously via voice vote, with 1 absent.

The meeting adjourned at 7:44 p.m.

PASSED this 27th day of January 2026.

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

APPROVED by me this 27th day of January 2026.

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

APPROVED and FILED in my office this 28th day of January 2026.

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

Minutes by Teresa Cousar

To: Village President and Board of Trustees

From: John Pietron, Appearance Commission Chairperson
Brandon Nolin, AICP, Community Development Administrator
Anne Ryder Kirchner, Planner/Zoning Administrator

Date: January 20, 2026

Re: Appearance Awards 2026 Program

The Appearance Commission requested that Staff develop a 2026 Appearance Awards program for consideration by the Village Board. Historically, the Appearance Commission oversaw an Appearance Awards program that recognized property owners for maintaining quality front yards and facades that improved the appearance of the Morton Grove community. It has been several years since such a program existed and Staff researched examples in surrounding communities to develop a proposed program for 2026. Numerous communities throughout the Chicago region have programs designed to recognize the efforts of residents and business owners that contribute positively to the local **community's image**. **Communities surveyed by Staff include, but are not limited to Mt. Prospect, Oak Park, Palatine, Park Forest, Park Ridge, Romeoville, and Skokie.**

On November 4, 2025, the Appearance Commission reviewed the draft award program description and application presented below. Staff received a positive recommendation to implement the Appearance Awards program in 2026.

Program Description

As proposed, Morton Grove's 2026 Appearance Awards program is intended to recognize properties for quality upkeep and/or new improvements that enhance the **Village's curb appeal**. Improvements recognized by the program could vary widely from new gardens and planters to updated façades or signage, or gateway improvements made by a subdivision. Residents and business owners may nominate their own property or any home, subdivision/HOA improvement, or local business they feel improves the **Village's overall image**. Staff also recommend an emphasis on use of native plantings in promotional materials for the award program **given the Appearance Commission's emphasis on** that policy during case review.

Award Categories

Staff proposes to accept award nominations for residential properties as well as businesses. For residential properties, Staff recommends having a broad definition that includes single-family homes as well as multifamily developments, and entry/common area improvements to subdivisions/homeowner associations visible from public streets. For businesses, it is also recommended that community organizations such as schools, religious institutions, and entities like the Morton Grove Park District be included.

Application Form

Staff has prepared a program description and simple one-page application form (**See “Attachment A”**) that can be completed by a property owner or a neighbor. The form includes an email address to which 3-5 recent images must be provided. The form also includes an authorization signature requirement to ensure the Village is free to use the required images and the owner is made aware of their nomination. A webpage will be created for the program once Staff has received Appearance Commission and Village Board feedback.

Timing and Judging Process

Staff recommends an application deadline at the end of June 2026 to allow plantings to be in full bloom and green. Appearance Commission members would then have the month of July to visit nominated properties before voting on the nominations at the August 2026 meeting. Award winners could then be recognized at the Village Board meeting in September 2026. Staff are in the process of evaluating whether a plaque could be provided to award winners, or if a certificate would need to be provided similar to the Greener Morton Grove award winners.

In judging the nominations, it is recommended that the program be restricted to improvements/facades in the front yard or street side yard, or otherwise visible from the street. Furthermore, while general areas of emphasis such as design, maintenance, and plant choice and diversity can be considered in judging a nomination, Staff does not recommend establishing strict ranking or scoring criteria for the 2026 program year. Some communities include points systems attached to specific scoring criteria, but such criteria are still often quite subjective despite having numeric scores assigned to them. The results of the 2026 program year could be reviewed and scoring criteria could then be introduced for the 2027 program year if desired by the Appearance Commission.

Attachments

- Attachment A – Draft 2026 Appearance Awards Program Description and Application, prepared by Brandon Nolin, AICP, Community Development Administrator, dated October 28, 2025

Attachment A
Draft 2026 Appearance Awards Program Description and Application
Prepared by Brandon Nolin, AICP, Community Development Administrator
Dated October 28, 2025



NOMINATE A
MORTON GROVE
HOME OR BUSINESS
TODAY!

APPEARANCE AWARDS

The Village of Morton Grove Appearance Commission is seeking nominations for the Village's annual Appearance Awards Program. The program recognizes properties for quality upkeep and/or new improvements, from new gardens and planters (with an emphasis on use of native plantings), to updated façades or signage, that enhance the Village's curb appeal. Residents and business owners may nominate their own property or any home, subdivision/HOA improvement, or local business they feel improves the Village's overall image. To nominate a property, complete the one-page application form and email 3-5 recent images.

NOTE: The Appearance Commission will consider only improvements to the front or street side of a property. Not all nominees may be awarded.

www.mortongroveil.org/appearance-awards

Deadline: June 30, 2026
Awardees will be notified in August

VILLAGE OF MORTON GROVE APPEARANCE AWARDS

www.mortongroveil.org/appearance-awards

Property Address: _____

Category: Residential (incl. subdivision/HOA improvements)
 Business (incl. community organizations)

Property Owner/Business Name: _____

Brief Description of Improvement/Reason for Nomination:

Nominator Contact Information

Name (if different from property owner): _____

Phone: _____ Email: _____

Email 3-5 photos to commdev@mortongroveil.org

Deadline: June 30, 2026

Owner Authorization:

I grant permission to the Village of Morton Grove Appearance Commission to use the images and text submitted with this application for the purpose of entering the Good Neighbor Award Program. All images submitted become the property of the Village of Morton Grove. I also release these images to be used for promotion and publicity of the Village of Morton Grove in print, online, and social media.

Signature of Property Owner: _____

Print Name: _____ Date: _____

*Questions? Please contact the Appearance Commission Staff Liaison
at (847) 663-3063 or email commdev@mortongroveil.org*



DONNA HEDRICK

VILLAGE OF MORTON GROVE

**Appearance Review Commission &
Economic Development Commission**



*Thank you for 20 years of dedicated
service to the community.*

2026

Legislative Summary

Resolution 26-02

AUTHORIZING PARTICIPATION IN THE NORTHERN ILLINOIS MUNICIPAL ELECTRIC COLLABORATIVE (NIMEC) AND AUTHORIZING THE VILLAGE ADMINISTRATOR TO APPROVE CONTRACTS FOR ELECTRICITY FOR VILLAGE-OWNED BUILDINGS, FACILITIES, AND INFRASTRUCTURE

Introduced:	January 27, 2026
Purpose:	To authorize, the Village to participate in the Northern Illinois Municipal Electric Collaborative (NIMEC) as the Village's non-exclusive energy broker to search the open market and find electricity at a lower rate than the Commonwealth Edison rate for Village-owned buildings, water pumping stations and parking lot lighting.
Background:	Since Illinois deregulated the purchase of electricity in 2007, electricity suppliers have been able to compete against Commonwealth Edison for the purchase of electricity. Commonwealth Edison no longer offers a fixed energy rate for large or medium sized commercial accounts. In 2017, the Village secured a fixed rate for electricity for municipal buildings, water pumping stations and parking lot lighting infrastructure by selecting Northern Illinois Municipal Electric Collaborative (NIMEC) to serve as its electrical energy broker. NIMEC has represented over 170 member municipalities, park districts, water districts and libraries in northern Illinois, and the Village has worked with NIMEC since 2008. Village staff has recommended the Village continue to use NIMEC as its electrical energy broker in 2026. If the Village chooses an electricity supplier recommended by NIMEC, NIMEC's compensation will be included in the contracted electricity prices, so there will be no direct payment made to NIMEC by the Village. This Resolution will designate NIMEC as the Village's broker for the purposes of obtaining electricity. Due to time constraints and procedures required for the acceptance of a competitive bid for the supply of electricity, this Resolution will also authorize the Village Administrator to negotiate and execute a contract with the most optimal bidder for the acquisition of electrical energy for the Village-owned buildings, facilities and infrastructure including its water pumping stations and parking lot lighting for a term of up to 36 months. This authority shall begin upon the adoption of this resolution and terminate at the end of the current calendar year.
Depart. Affected	Administration, Public Works, and Finance Department
Fiscal Impact:	Savings based on electric supply market rates
Source of Funds:	N/A
Workload Impact:	The Village Administrator and his designee are authorized to finalize and take all steps necessary to negotiate and execute contracts with electrical suppliers and implement this Resolution.
Administrator Recommendation:	Approval as presented.
Second Reading:	Not Required
Special Considerations	None

Submitted by: Charles L. Meyer, Village Administrator
Reviewed by: Teresa Hoffman Liston, Corporation Counsel
Prepared by: Charles L. Meyer, Village Administrator

RESOLUTION 26-02

AUTHORIZING PARTICIPATION IN THE NORTHERN ILLINOIS MUNICIPAL ELECTRIC COLLABORATIVE (NIMEC) AND AUTHORIZING THE VILLAGE ADMINISTRATOR TO APPROVE CONTRACTS FOR ELECTRICITY FOR VILLAGE-OWNED BUILDINGS, FACILITIES, AND INFRASTRUCTURE

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 on January 2, 2007, the state of Illinois implemented a plan to deregulate Commonwealth Edison; and

WHEREAS because of this deregulation, electricity may be purchased based on market price and Commonwealth Edison will no longer be the sole supplier of electricity in northern Illinois, resulting in new electricity suppliers being able to compete against Commonwealth Edison, and competitive market forces dictating the price of electricity; and

WHEREAS Commonwealth Edison no longer offers a fixed energy rate for large or medium sized commercial accounts; its charges will instead be based on a floating hourly rate; and

WHEREAS the Village desires to enter the market to secure a fixed energy rate for its municipal buildings, facilities and infrastructure including its water pumping stations and parking lot lighting for a term of up to 36 months; and

WHEREAS in December 2017, after conducting an evaluation of qualified electrical energy brokers, the Village selected Northern Illinois Municipal Electric Collaborative (NIMEC) to serve as the Village's electrical energy broker for its Village owned property; and

WHEREAS, NIMEC has represented over 170 member municipalities, park districts, water districts, and libraries in northern Illinois, and the Village has worked with NIMEC since 2008; and

WHEREAS, Village staff has recommended the Village continue to use NIMEC as its electrical energy broker in 2026; and

WHEREAS, if the Village chooses an electricity supplier recommended by NIMEC, NIMEC's compensation for acting as the Village's broker will be included in the contracted electricity prices, so there will be no direct payment made to NIMEC by the Village; and

WHEREAS, in light of the time constraints and procedures required for the acceptance of a competitive bid for the supply of electricity, once the bids are received by NIMEC, the Village Administrator recommends he be given authority to negotiate and execute a contract with the most optimal bidder for the acquisition of electrical energy for the Village-owned buildings and infrastructure including its water pumping stations and parking lot lighting infrastructure with such authority commencing upon adoption of this resolution and terminating at the end of the current calendar year.

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 Board hereby approves and designates the Northern Illinois Municipal Electric Collaborative (NIMEC) as the Village's broker for purposes of obtaining proposals for electricity for its Village-owned buildings.

SECTION 3: The Corporate Authorities hereby grant the Village Administrator and/or his designee the specific authority to negotiate and execute a contract with the electrical supplier for such time period (up to three years) and with such terms which he, in his sole discretion, deemed the most cost effective for Village-owned buildings, facilities and infrastructure including its water pumping stations and parking lot lighting and as determined by the Village Administrator to be in the Village's best interest without further action by the Corporate Authorities. Said authority shall commence upon adoption of this resolution and terminate at the end of the current calendar year.

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

Passed this 27th day of January 2026

Trustee Khan _____

Trustee Minx _____

Trustee Shiba _____

Trustee Travis _____

Trustee Thill _____

Trustee White _____

Approved by me this 27th day of January 2026

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

Attested and Filed in my office this
28th day of January 2026

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

Legislative Summary

Resolution 26-03

**APPROVING AND AUTHORIZING A SETTLEMENT AGREEMENT FOR ALL VILLAGE CLAIMS
REGARDING AN ECONOMIC INCENTIVE AND TAX INCREMENT ALLOCATION FINANCING
DEVELOPMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF MORTON GROVE, ILLINOIS
AND P & P PROPERTIES, LLC,**

Introduction:	January 27, 2026
Purpose:	To authorize a settlement agreement between the Village of Morton Grove and P & P Properties, LLC regarding alleged default to the Economic Incentive and Tax Increment Allocation Financing Development Agreement for a ten-unit townhome development and a duplex development.
Background:	<p>On July 25, 2022, the Village Board of Trustees passed Ordinance 22-15 approving and authorizing the execution of an economic incentive and tax increment allocation financing development agreement between the Village and the P & P Properties, LLC (“Developer”), (“Agreement”) for the redevelopment of property commonly known as 8721, 8733, and 8735 Narragansett Avenue and 8720 through 8726 Ferris Avenue in Morton Grove, Illinois (“Property”). The Agreement required the Developer to develop and construct a ten-unit townhome development and a two-unit duplex development on the Property (“Development”) in order to receive certain economic incentives as set forth in the Agreement.</p> <p>The Developer has failed to meet certain timeline obligations of the Agreement, and on December 10, 2024, pursuant to Ordinance 24-23, the Village Board approved an extension of the contract, giving the Developer to May 22, 2025, to finish the project. The Developer failed to meet this deadline extension.</p> <p>On November 26, 2025, the Village sent the Developer a Declaration of Default and notified the Developer it had terminated the Agreement and intended to seek the contractual damages set forth in the Agreement. The parties then met multiple times in an attempt to settle this matter and avoid costly and protracted litigation. The Developer has finished the construction of the ten-unit townhomes and Certificates of Occupancy were issued by the Village for these units.</p> <p>The parties have reached a comprehensive settlement, subject to Board approval. Pursuant to this settlement the Developer will pay the Village the sum of \$275,000.00 upon the first sale of a townhouse unit in the Development, will waive all claims against the Village related to the Agreement including its claim for additional financial reimbursements from the Village, and will complete construction of the two-unit duplex development by February 15, 2026. In return, the Village will forgive the note from the Developer to the Village, release its mortgage against the Property, and waive all claims against the Developer related to the Agreement. This Resolution will approve this settlement.</p>
Dept’s Affected	Administration, Legal, and Department of Community and Economic Development
Fiscal Impact:	The Village will receive the sum of \$275,000 from P&P Properties Inc. in full settlement of its claims against the Developer. No Village funds will be expended for this settlement.
Source of Funds:	N/A
Workload Impact	Staff will manage the Settlement Agreement as part of its normal duties
Administrator’s Recommendation	Approval as presented

2nd Reading: Not Required
Special Considerations None

Submitted by - Charles L. Meyer, Village Administrator
Reviewed by Zoe Heidorn, Assistant Village Administrator
Prepared by - Teresa Hoffman Liston, Corporation Counsel
Reviewed by - Brandon Nolin, Community Development Administrator

RESOLUTION 26-03

APPROVING AND AUTHORIZING A SETTLEMENT AGREEMENT FOR ALL VILLAGE CLAIMS REGARDING AN ECONOMIC INCENTIVE AND TAX INCREMENT ALLOCATION FINANCING DEVELOPMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF MORTON GROVE, ILLINOIS AND P & P PROPERTIES, LLC,

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, on July 25, 2022, the Village Board of Trustees passed Ordinance 22-15 approving and authorizing the execution of an economic incentive and tax increment allocation financing development agreement between the Village and the P & P Properties, LLC (“Developer”), (“Agreement”) for the redevelopment of property commonly known as 8721, 8733, and 8735 Narragansett Avenue and 8720 through 8726 Ferris Avenue in Morton Grove, Illinois (“Property”); and

WHEREAS, the Agreement required the Developer to develop and construct a ten-unit townhome development and a two-unit duplex development on the Property (“Development”) in order to receive certain economic incentives as set forth in the Agreement; and

WHEREAS, the Developer has failed to meet certain timeline obligations of the Agreement, and on December 10, 2024, pursuant to Ordinance 24-23, the Village Board approved an extension of the contract, giving the Developer to May 22, 2025, to finish the project; and

WHEREAS, the Developer failed to meet this deadline extension; and

WHEREAS, on November 26, 2025, the Village sent the Developer a *Declaration of Default* and notified the Developer it had terminated the Agreement and intended to seek the contractual damages set forth in the Agreement; and

WHEREAS, the parties then met multiple times to settle this matter and avoid costly and protracted litigation; and

WHEREAS, the Developer finished the construction of the ten-unit townhomes, and Certificates of Occupancy were issued by the Village for these units; and

WHEREAS, the parties have reached a comprehensive settlement, subject to Board approval, as set forth in a written settlement agreement (“Settlement Agreement”) that memorializes the terms and conditions resolving all claims and issues between the parties; and

WHEREAS, pursuant to this Settlement Agreement the Developer will pay the Village the sum of \$275,000.00 upon the first sale of a townhouse unit in the Development, will waive all claims against

the Village related to the Agreement including its claim for additional financial reimbursements from the Village, and will obtain Certificates of Occupancy for the two-unit duplex development by February 15, 2026; and

WHEREAS, in return, the Village will forgive the note signed by the Developer in favor of the Village, will release its mortgage against the Property, and will waive all claims against the Developer related to the Agreement; and

WHEREAS, the Village Administrator has signed and executed a Release of Mortgage as part of the Settlement Agreement with the Developer; and

WHEREAS, the Village Administrator recommends the Corporate Authorities approve this settlement.

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 Board hereby approves the Settlement Agreement in substantial conformity with Exhibit A.

SECTION 3: The Corporate Authorities hereby authorize the Village Administrator, the Corporation Counsel and/or their designees to take all steps necessary to finalize, execute, and implement the settlement agreement and ratifies actions already taken by the Village Administrator in relation to the Settlement Agreement.

SECTION 4: The Settlement Agreement shall be executed by authorized representatives of both parties on or before February 4, 2026. In the event the Settlement Agreement is not fully executed by that date, it shall be deemed null and void, unenforceable, and without legal effect.

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

Passed this 27th day of January 2026

Trustee Khan _____

Trustee Minx _____

Trustee Shiba _____

Trustee Travis _____

Trustee Thill _____

Trustee White _____

Approved by me this 27th day of January 2026

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

Attested and Filed in my office this
28th day of January 2026

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

AN AGREEMENT TERMINATING THE ECONOMIC INCENTIVE AND TAX INCREMENT ALLOCATION FINANCING DEVELOPMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF MORTON GROVE, ILLINOIS, AND P & P PROPERTIES, LLC, DATED AUGUST 30, 2022, AND SETTLING AND RELEASING ALL CLAIMS RELATED THERETO OR ARISING THEREFROM

RECITALS

- A. On July 25, 2022, the Village Board of Trustees of the Village of Morton Grove passed Ordinance 22-15 approving and authorizing the execution of An Economic Incentive and Tax Increment Allocation Financing Development Agreement Between the Village of Morton Grove (the “Village”) and P & P Properties, LLC (“Developer”), (“Agreement”) for the redevelopment of property commonly known as 8721, 8733, and 8735 Narragansett Avenue and 8720 through 8726 Ferris Avenue in Morton Grove, Illinois (“Property”). The Agreement was signed by the parties on August 30, 2022. A copy of the Agreement is attached as Exhibit A.
- B. The Agreement required the Developer to develop and construct a ten-unit townhome development and a two-unit duplex development on the Property (“Development”) in order to receive certain economic incentives as set forth in the Agreement.
- C. The Developer has failed to meet certain timeline obligations of the Agreement, and on December 10, 2024, pursuant to Ordinance 24-23, the Village Board approved an extension of the contract, giving the Developer to May 22, 2025, to finish the project. The Developer also failed to meet this deadline extension.
- D. On November 26, 2025, the Village sent the Developer a Declaration of Default and notified the Developer it had terminated the Agreement and intended to seek the contractual damages set forth in the Agreement.
- E. The Developer disputes that it is in default with its obligations under the Agreement and that the Village is not entitled to the contractual damages set forth in the Agreement.
- F. The Developer asserts that it has a claim against the Village for further payments under the Agreement and other damages.
- G. The Parties agree that the Developer has finished the construction of the ten townhome units and that Certificates of Occupancy were issued by the Village for these units.
- H. Without either Party admitting liability of any kind, and to avoid the costs and risks of protracted litigation, the Parties hereby stipulate and agree as follows:

AGREEMENT

- 1. The Recitals are an integral part of this Agreement.

2. The Developer shall take all steps necessary to complete construction of the two-unit duplex development and obtain Certificates of Occupancy from the Village for this development on or before February 15, 2026.
3. The Village shall issue Certificates of Occupancy for the two-unit duplex development provided the property has been properly constructed and is in compliance with all Village Codes required for the issuance of said certificates.
4. Upon the closing of the first unit of the Development to be sold of the Property, or, if no unit is sold and the units are leased, upon the execution of the first lease for any unit of the Development, the Developer shall cause the sum of \$275,000.00 ("Payment to the Village") to be paid to the Village in good funds from the closing proceeds of said closing.
5. The Village has previously signed a Release of the Mortgage recorded against the Development Property. Upon Payment to the Village, as defined in Section 3 above, the Release shall be provided to Fidelity Title, which shall record said Release.
6. Upon Payment to the Village, the Village shall not refuse to issue transfer stamps to the Developer for the transfer of any Development Property solely due to any claim that the Developer is in default of the Agreement. The Developer shall comply with all other Village requirements relating to the issuance of transfer stamps.
7. The Village and the Developer mutually agree and stipulate that the Agreement is deemed terminated. The Village shall have no further obligations, financial or otherwise, to the Developer under the Agreement, and the Developer expressly waives any claim to additional payments, incentives, reimbursements, or compensation of any kind from the Village related to the Development or the Agreement.
8. The Village and the Developer and their respective successors, assigns, and legal representatives hereby waive all the right, title, interest, claim or demand whatsoever they may have acquired in, through or by the Agreement and both Parties hereby agree to indemnify and hold the other Party harmless for any claims or damages of any kind relating to or arising from the Agreement
9. Each Party shall pay and be responsible for its own attorney's fees related to this matter.
10. In the event the Developer fails to comply with any term herein, the Village shall be entitled to pursue all remedies available at law or in equity, including but not limited to enforcement of the Agreement and recovery of damages.

SIGNATURES TO FOLLOW ON PAGE 3

Agreed:

Village of Morton Grove

By: _____ Date: _____
Janine Witko, President

Attest: _____ Date: _____
Eileen Scanlon Harford, Village Clerk

Agreed:

P & P Properties, LLC

By: _____ Date: _____
Jenny Park, Managing Member

**AN ECONOMIC INCENTIVE AND
TAX INCREMENT ALLOCATION FINANCING DEVELOPMENT AGREEMENT
BY AND BETWEEN THE VILLAGE OF MORTON GROVE, ILLINOIS
AND P & P PROPERTIES, LLC**

THIS ECONOMIC INCENTIVE AND TAX INCREMENT ALLOCATION FINANCING DEVELOPMENT AGREEMENT ("Agreement") is dated 30th day of August 2022 and is by and between the VILLAGE OF MORTON GROVE, an Illinois municipal corporation ("Village"), and P & P Properties, LLC, c/o John Park, 1625 N. Milwaukee Avenue, Glenview, Illinois 60025 ("Developer"). The Village and Developer are collectively referred to as the "Parties".

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, the Parties agree as follows:

SECTION 1. RECITALS.

A. The Village has the authority, pursuant to the laws of the State of Illinois, to promote the health, safety, and welfare of the Village and its residents, to prevent the spread of blight, to encourage private development in order to enhance the local tax base, to increase employment, and to enter into contractual agreements with developers and redevelopers for the purpose of achieving such objectives.

B. The Village is authorized under the provisions of Art. VII, Section 10 of the State of Illinois Constitution, 1970, to contract and otherwise associate with individuals, associations, and corporations in any manner not prohibited by law.

C. The Village is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, as amended, 65 ILCS 5/11-74.4-1 et seq. ("the Act"), to finance redevelopment projects in accordance with and pursuant to the Act.

D. The Village is authorized under the provisions of the Illinois Municipal Code 65 ILCS 5/8-11-20 to enter into an economic incentive agreement relating to the development or redevelopment of land within the corporate limits of the municipality.

E. The Developer is a Limited Liability Company and its Chairperson is John Park. The Developer has successfully constructed developments in the United States.

F. On January 24, 2001, the Village, pursuant to and in accordance with the Act, adopted (i) Ordinance No. 00-01 approving a Tax Increment Redevelopment Plan and a Tax Increment Redevelopment Project, (ii) Ordinance No. 00-02 designating a Tax Increment Redevelopment Project Area, and (iii) Ordinance No. 00-03 adopting Tax Increment Allocation Financing (collectively, "TIF Ordinances"), which established the Lehigh Ferris Tax Increment Finance Redevelopment Project Area ("TIF District").

G. The Developer owns the following parcels of land within the TIF District, collectively known as "the Developer's Property":

1. Approximately 0.195 acres of land commonly known as 8721 Narragansett Avenue, Morton Grove, Illinois ("8721 Narragansett"). The legal description and Property Index Numbers ("PINs") of 8721 Narragansett are set forth in Exhibit A. 8721 Narragansett is currently vacant.

2. Approximately 0.084 acres of land commonly known as 8735 Narragansett Avenue, Morton Grove, Illinois ("8735 Narragansett"). The legal description and PINs of 8735 Narragansett are set forth in Exhibit B. 8735 Narragansett is currently vacant.
- H. The Village owns the following parcels of land within the TIF District, collectively known as "the Village Property":
1. Approximately 0.279 acres of land commonly known as 8720 through 8726 Ferris Avenue, Morton Grove, Illinois ("8720-26 Ferris"). The legal description and PINs of 8720-26 Ferris are set forth in Exhibit C. 8720-26 Ferris is currently vacant.
 2. Approximately 0.025 acres of public alley right of way located immediately north of Hennings Court, between Narragansett Avenue and Ferris Avenue, Morton Grove, Illinois ("the Alley"). The legal description of the Alley is set forth in Exhibit D.
 3. Approximately 0.084 acres of land commonly known as 8733 Narragansett Avenue, Morton Grove, Illinois ("8733 Narragansett"). The legal description and PINs of 8733 Narragansett are set forth in Exhibit E. 8733 Narragansett is currently vacant.
- I. Collectively, 8721 Narragansett, 8720-26 Ferris, and the Alley are "the Townhome Property." Collectively, 8733 Narragansett and 8735 Narragansett are "the Duplex Property." Collectively, the Townhome Property and the Duplex Property are "the Property."
- J. The Townhome Property and the Duplex Property are located entirely within the corporate limits of the Village and are in a C-1 General Commercial District.
- K. The Village proposes to sell 8720-26 Ferris and the Alley to the Developer so long as the Developer agrees to develop, construct, operate, and maintain ten (10) townhomes, ten (10) accessory surface parking spaces, and an accessway serving the development and connecting to the existing alley network, all within the Townhome Property. Collectively, the townhome development and its operation and maintenance are "the Townhome Development".
- L. The Developer is willing to purchase 8720-26 Ferris and the Alley and provide the Townhome Development on the Property, but only if the Village provides certain economic incentives as further described in this Agreement.
- M. The Village proposes to sell 8733 Narragansett to the Developer so long as the Developer agrees to develop, construct, operate, and maintain one (1) duplex containing two (2) attached dwellings and driveways connecting to the existing alley network, all within the Duplex Property. Collectively, the duplex development and its operation and maintenance are "the Duplex Development."
- N. The Developer is willing to purchase 8733 Narragansett and provide the Duplex Development on the Duplex Property, but only if the Village provides certain economic incentives as further described in this agreement.
- O. Collectively, the Townhome Development and Duplex Development are "the Development."
- P. The Developer has represented to the Village that, without the cooperation of the Village and the economic incentives provided for in this Agreement, the Development is not economically feasible, and the Developer would not undertake the Development.

Q. The Development is an important project to meet the overall objectives of the Lehigh Ferris TIF District, thereby implementing and bringing to a completion a significant portion of the TIF Plan.

R. The Village desires to have the Property developed in accordance with and pursuant to this Agreement to clear the blighting factors and characteristics of the TIF District, to promote the health, safety, and welfare of the Village and its residents, to encourage further private investment and development, enhance the Village's tax base, increase employment opportunities for Village residents, and enhance the future tax revenues for those overlying taxing bodies who levy against the Property, and within the TIF District.

S. The Village specifically finds pursuant to 65 ILCS 5/8-11-20 that:

1. 8721 Narragansett, 8733 Narragansett, and 8735 Narragansett have remained vacant for at least one year;
2. 8720-26 Ferris and the Alley are currently partially improved with parking lot and alley facilities, and have been significantly underutilized for a period of at least one year;
3. The Development is expected to create or retain job opportunities within the Village;
4. The Development will serve to promote the development of adjacent areas;
5. Without this Agreement, the Development would not be possible;
6. The Developer meets high standards of creditworthiness and financial strength as demonstrated by a letter from a financial institution with assets;
7. The Development will strengthen the residential sector of the Village;
8. The Development will enhance the tax base of the Village; and
9. This Agreement is made in the best interest of the Village.

T. The foregoing recitals are material to this Agreement and are incorporated into and made a part of this Agreement.

SECTION 2. LAND ENTITLEMENT.

A. Approval of Vacation. On May 23, 2022, the Village adopted Ordinance No. 22-06 approving a Plat of Vacation for the Alley and authorizing the vesting of title to the abutting property owners or as otherwise authorized by the Village Administrator or his/her designee. Upon the execution of the Agreement, title of the Alley shall be vested to the owner of the abutting property at 8720-8724 Ferris Avenue (PIN 10-20-100-024-0000, 10-20-100-023-0000, 10-20-100-022-0000). The Developer shall take all actions necessary to comply with its obligations pursuant to Ordinance No. 22-06 and its obligations in accordance with Section 12-9-5 of the Unified Development Code including causing the vacation to be recorded within 30 days of execution of this agreement and paying all costs associated with the recordation.

B. Approval of Special Use Permit and Preliminary Plat of Subdivision for Townhome Development. On May 23, 2022, the Village adopted Ordinance No. 22-07 approving for the Townhome Property a Preliminary Plat of Subdivision and a Special Use Permit for ten (10) townhomes with variations to select requirements of the Unified Development Code. The Final Plat

of Subdivision ("Final Plat") shall be consistent with Ordinance No. 22-07. The Developer shall take all actions necessary to comply with its obligations pursuant to Ordinance No. 22-07 and its obligations in accordance with Section 12-8-3 of the Unified Development Code so the Final Plat will be approved and recorded.

C. Approval of Special Use Permit for Duplex Development. On May 23, 2022, the Village adopted Ordinance No. 22-08 approving for the Duplex Property a Special Use Permit for two (2) attached single-family residences with variations to select requirements of the Unified Development Code. The Developer shall take all actions necessary to comply with its obligations pursuant to Ordinance No. 22-08.

D. Future Subdivision. Any proposed subdivision of the Townhome Property after the Final Plat of Subdivision is recorded shall comply in all respects with the Requirements of Law, including without limitation Chapter 12-8 of the Unified Development Code, and may require an amendment to the Special Use Permits and this Agreement. No part of the Townhome Property may be withdrawn from the Special Use Permit or this Agreement without express written approval of the Corporate Authorities.

SECTION 3. DEVELOPER'S OBLIGATIONS.

A. Purchase of 8720-26 Ferris, the Alley, and 8733 Narragansett. The Developer agrees to enter into a contract with the Village for the purchase of 8720-26 Ferris, the Alley, and 8733 Narragansett for the price of \$460,000.00 in substantial conformity with the terms and conditions set forth in that contract attached hereto as Exhibit F. \$40,000.00 shall be due and payable to the Village at the date of closing ("Closing Date"). Developer will sign a note and mortgage in favor of the Village for \$420,000.00. The interest on the principal balance shall accrue at the rate of 7% per annum from the Closing Date until paid or forgiven. Except in the case of a default by the Developer, no payments shall be due to the Village for the first two (2) years after the Closing Date. The closing shall occur within ten (10) business days after the approval by the Village Administrator and all governmental and quasi-governmental agencies, authorities, commissions, or other bodies with jurisdiction of all building and zoning permits which are required for the construction of the improvements of the Development and the permits have been issued, including registration of contractors and payment of permit fees, or sooner upon mutual agreement. If the Closing Date does not occur or before December 31, 2022, the Village may terminate this Agreement.

C. Improvement of the Property. The Developer shall improve the Property at its sole costs so that it is constructed and completed in a good and workmanlike manner and in compliance with:

1. Ordinance No. 22-07 approving for the Townhome Property a Preliminary Plat of Subdivision and Special Use Permit;
2. Ordinance No. 22-08 approving for the Duplex Property a Special Use Permit;
3. The site plans, architectural plans and elevations and engineering plans, and all on site signage submitted to and approved in writing by the Village Administrator and all necessary Village commissions, boards, and departments (the "final plans and specifications");
4. All applicable Village, rules, and regulations including, without limitation, all applicable zoning ordinances, building codes, health codes, life safety codes and all conditions of any special use permit granted for the Development;

5. All applicable federal and state regulations including without limitation, all environmental laws, the Americans With Disabilities Act, and the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et seq.);
6. The Village Administrator may administratively approve minor modifications to the building and site plans, as allowed for by the Village Municipal Code.

D. Sale of the Duplex and Townhome Properties. Ownership of each unit of the Townhome Development and Duplex Development shall be conveyed pursuant to a fee simple deed. The Developer expects to sell each townhome unit for between \$450,000 and \$550,000 and each duplex unit for between \$700,000 and \$750,000. A homeowner's association (HOA) shall be established by the Developer to manage all common elements for the Townhome Property. A party wall agreement shall be included as a covenant to the Duplex Property units and shall be entered into by the future unit owners.

E. Recordation of Plats of Vacation and Subdivision. The Developer at its sole expense shall be responsible for the timely recordation of the Plat of Vacation described in Section 2.A and the Final Plat of Subdivision described in Section 2.B with the Cook County Clerk, including all recordation costs.

F. Construction Permits. Unless otherwise approved in writing by the Village Administrator, no construction, improvement, or development of any kind shall be permitted on any portion of the Property unless and until the Developer has received approval from all necessary Village departments and has been issued valid and binding building permits. Further, no occupancy of the Development may occur prior to the issuance of valid and binding certificates of occupancy.

G. Construction Management. The Developer has the following general responsibilities (which are not all inclusive) for the planning, design, development, construction, and installation of the Development:

1. Securing all authorizations, permits and licenses, including those of a temporary nature, as may be necessary for the construction and intended use of the Development;
2. Providing the appropriate coordination of all planning and construction of the Development, including the directing and scheduling of construction, all field inspections, tests, surveys, and other activities related to the Development; and
3. Providing qualified field personnel for inspecting and reviewing the progress and construction of the Development, including final inspection and certification by Developer that, to the best of its knowledge, all work, as constructed, conforms with the approved final plans and specifications.

H. Fees and Expenses. The Developer shall pay all normal fees to the Village for the Development, including permit, inspection review, including costs for third-party evaluation and inspection, and tap-on fees, as provided by Village ordinance.

I. Progress Meetings. The Developer shall meet with the Village Administrator, the Department of Community and Economic Development, and other Village staff as appropriate on a weekly basis or as reasonably requested by the Village Administrator to report on the progress of the Development and to provide a written comprehensive progress report on the Development in a

form approved by the Village Administrator. The Developer shall ensure adequate information is provided, including, without limitation, financial reports, engineering analyses, architectural analyses, as well as appropriate Development team personnel, at any such progress meeting as may be reasonably requested by the Village Administrator or Department of Community and Economic Development, or as may be appropriate to provide an accurate progress report.

J. Insurance. Prior to issuance of any building permit, Developer shall deliver to the Village, at Developer's cost and expense, insurance required to be carried by Developer pursuant to Section 6 of this Agreement.

K. Disclosures. Not less than ten (10) days prior to the execution of this Agreement, Developer shall furnish the Village with a statement disclosing the identity of all persons holding an ownership interest in the Developer and the percentage of such interest, said disclosure to be in a form reasonably satisfactory to the Village, and shall certify that no member, official, or employee of the Village has or shall have any personal interest, direct or indirect, in the Development or this Agreement. This disclosure shall be updated within 10 business days of any change of ownership, or written request from the Village Administrator

L. Maintenance of Development Upon Completion. Upon issuance of certificates of occupancy for the ten (10) townhome units and two (2) duplex units, the Developer shall maintain the Development in accordance with the Special Use Permit and the Requirements of Law until all units and common areas and elements of the Townhome Property and Duplex Property have been conveyed to their next successive owners.

M. Financing. Not less than ten (10) days prior to the Closing on the Village Property, Developer shall furnish to the Village proof reasonably acceptable to the Village that the Developer has irrevocable financing or a joint escrow account in sufficient amount for the construction of the improvements of the Development.

N. Payment of Taxes and Village Obligations. The Developer shall pay, when due, any and all real estate taxes and special assessments in respect to the Development. Failure to timely pay said taxes and/or special assessments shall constitute a breach of this Agreement, subject to the Notice and cure provisions set forth in Subsection 7.C of this Agreement.

O. Compliance with All Laws. The Developer represents, warrants, and agrees that:

1. The Developer is not barred from contracting with any unit of state or local government as a result of violating Section 33E-3 or 33E-4 of the Illinois Criminal Code (720 ILCS 5/33E-3 and 33E-4).
2. The Developer shall comply with the Illinois Drug Free Work Place Act, Equal Opportunity Clause of the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights, the Americans with Disabilities Act, and Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101 et seq.).
3. Any construction contracts entered into by the Developer relating to the construction of the Development shall require all contractors and subcontractors to comply with the Illinois Fair Employment Practices Act.
4. The Developer shall comply with all applicable federal laws, state laws, and regulations including without limitation, such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum

fair wage standards for minors, payment of wages due employees, and health and safety of employees. The Developer agrees to pay its employees, if any, all rightful salaries, medical benefits, pensions, and social security benefits pursuant to applicable labor agreements and federal and state statutes, and further agrees to make all required withholdings and deposits therefore.

5. Any lawsuit or complaint of violation of laws that is received by the Developer relative to this Agreement, or the Development shall be immediately forwarded to the Village Administrator.
6. The Developer shall be and remain in compliance with the Village's property maintenance regulations and shall promptly correct any code violations.

P. Limited Right of Assignment. Until the issuance of certificates of occupancy for the ten (10) townhome units, the Developer shall not assign its interests in this Agreement without express approval of the Corporate Authorities. Any approved assignment shall provide such information as may reasonably be requested to indicate that the construction of the Development will continue to be managed and operated in the manner that benefits the goals and objectives of the Redevelopment Plan; the Assignee shall have executed and delivered to the Village an instrument signed by the Assignee stating that the Assignee agrees to be bound by all terms in this agreement.

Q. Environmental Compliance. The Developer shall not dispose of or release any hazardous substance, material, contaminant, or pollutant, as defined by any federal or state environmental laws, in, under, on or about the Property. The Developer, at its costs, shall remediate any hazardous substance, contaminant or pollution or other dangerous environmental condition that it (or its employees, agents or contractors) creates or causes with respect to the Development in accordance with all federal, state, county and local applicable laws and regulations. The Developer shall indemnify and hold the Village and its elected or appointed officers and officials, trustees, agents, volunteers, representatives and/or employees harmless against any claim, suit, loss, liability or damage, including, attorneys fees and expenses incurred by the Village and/or its elected or appointed officers and officials, trustees, agents, volunteers, representatives and/or employees in defending itself or complying with applicable laws and regulations, arising out of or relating to the disposal or release of any hazardous substance, material, contaminant, or pollutant during performance of the Development in, under, on or about the Property by the Developer.

SECTION 4. VILLAGE OBLIGATIONS.

A. Sale of Property. The Village shall enter into a contract for the sale of 8720-26 Ferris, the Alley for the agreed price of **\$380,000.00** and the sale of 8733 Narragansett for the agreed price of **\$80,000.00** pursuant to the terms and conditions set forth in Exhibit F.

B. Economic Incentive. In consideration for the Developer's satisfactory performance of its obligations under this agreement and in order to make the Development economically feasible, the Village shall provide the following economic incentive:

1. The Village shall hold a note and mortgage for **\$420,000.00** of the combined purchase price of **\$460,000.00** pursuant to Section 3.A of this Agreement. The interest on the principal balance shall accrue at the rate of 7% per annum from the Closing Date until paid in full or forgiven. Except in the case of a default by the Developer, no payments shall be due to the Village for the first two (2) years after Closing Date. The principal balance and all accrued interest on the note shall be immediately due to the Village

on the second anniversary of the Closing Date, unless all Certificates of Occupancy have been issued for the ten (10) townhouse units and the two (2) duplex units.

2. The Village shall forgive the principal and interest owed on the note described above if the Developer is not in default of this Agreement and has constructed and has obtained Certificates of Occupancy for all ten (10) townhome units on the Townhome Property and has constructed and has obtained Certificates of Occupancy for the two (2) duplex units on the Duplex Property on or before the 2nd anniversary of the Closing Date.
3. Subject to Section 4, the Village shall provide additional TIF assistance to the Developer in an amount not to exceed **\$350,000.00** in cash reimbursement of expenses incurred by the Developer for the Development as authorized to be reimbursed by the Tax Increment Allocation Redevelopment Act found at 65 ILCS 5-11-74.4-1, et seq. ("Eligible Expenses"). Subject to the Developer's compliance with this Agreement and satisfaction of the applicable contingencies contained herein, said payments by the Village to the Developer shall be made as follows:
 - a. Up to **\$100,000.00** shall be paid for Eligible Expenses for architectural, engineering, and legal fees upon the Developer's submittal to the Village a written request for reimbursement, proof of payment, and paid receipts for said Eligible Expenses. Reimbursement of Eligible Expenses for architectural, engineering, and legal shall not be provided to the Developer until a building permit has been issued for construction of the Townhome Development.
 - b. Up to **\$250,000.00** shall be paid for Eligible Expenses for site improvement costs upon the Developer's submittal to the Village a written request for reimbursement, proof of payment, and paid receipts for said Eligible Expenses. Reimbursement of Eligible Expenses for site improvement costs shall not be provided to the Developer until the Village Engineer has certified that all public and private site improvements required to be constructed or installed have been fully completed in accordance with all applicable plans and specifications and that the inspected construction or installation thereof has been approved.
 - c. Should any of the Eligible Expenses described in parts (a) and (b) be lesser than the respective reimbursement amounts, the Developer may request from the Village reimbursement of other Eligible Expenses upon completion of the Development. However, the total TIF assistance provided to the Developer by the Village shall not exceed **\$350,000.00**.
 - d. The Village's obligation to provide the total amount of such reimbursement amount as described in parts (a) through (c) of this Section above is subject to the condition that such obligation shall not exceed the amount of eligible redevelopment project costs submitted by the Developer to the Village for those costs which have been incurred and paid. Any such submittal shall be supported by appropriate documentation, including, as applicable, receipts for paid bills or statements of suppliers, contractors or professionals, together with required contractors' or material men's partial and final affidavits or lien waivers, as the case may be.
 - e. The total TIF assistance paid by the Village to the Developer shall be reduced, or if the full \$350,000 of TIF assistance has already been paid, the Developer shall provide a cash reimbursement of the TIF assistance to the Village of five

thousand dollars (\$5,000), for each ten thousand dollars (\$10,000) above five hundred and twenty-five thousand dollars (\$525,000) any townhome unit is sold by the Developer, up to a total reduction or reimbursement of **\$100,000.00**. The cash reimbursement shall be submitted to the Village at or prior to the closing of any townhome unit being sold for a sales price over five hundred and twenty-five thousand dollars (\$525,000).

- f. Under no circumstances will the Village be obligated to provide any TIF Assistance to the Developer for any Eligible Expenses after December 31, 2023, or pursuant to any request for reimbursement, including proof of payment, and paid receipts for Eligible Expenses submitted to the Village no later than October 31, 2023.
4. In the event of a Developer default which is not cured in a timely manner or if the Developer has not secured Certificates of Occupancy for all ten (10) townhome units and the two (2) duplex units on or before the second anniversary of the Closing Date, the Developer shall immediately refund to the Village any monies paid by the Village pursuant to Section 3.
5. Under no circumstances will the Village be obligated to provide the Developer any forgiveness of the mortgage and accrued interest and reimbursement of Eligible Expenses if Certificates of Occupancy are not issued for all ten (10) townhome units and the two (2) duplex units on or before the second anniversary of the Closing Date.

SECTION 5. MUTUAL OBLIGATIONS.

A. Documents. The Parties agree to take such actions, including the execution and delivery of such documents, as well as the adoption of such ordinances and resolutions, as may be necessary or appropriate, from time to time, to carry out the terms, provisions, and intent of this Agreement and to aid and assist each other in carrying out such terms, provisions, and intent.

B. Governmental Approvals. The Parties shall cooperate fully with each other in implementing the Development and in seeking and obtaining from any or all appropriate governmental bodies (whether federal, state, county or local) any necessary permits, entitlements, and approvals, required or useful for the improvement of property and construction of the Development in and on the Property, or for the provision of services to the Property. The Village shall expeditiously and fairly process all properly filed applications for permits and approvals necessary for the Development including, without limitation, building permits and certificates of occupancy.

C. Timeline.

1. Time is of the essence to this Agreement. The Parties will each proceed with commercially reasonable diligence to submit and process all required applications, issue all approved permits and complete the construction of the Development.
2. The parties recognize that delaying events beyond their control may occur which will necessitate modification to this schedule as agreed by the Developer and the Village Administrator.

3. A Party shall not be deemed in default of this agreement if such Party's failure to timely perform was reasonably caused by war, acts of God, strikes, labor disputes, reasonably unavoidable disruptions to supply chains for materials, pandemic, delay in issuance of necessary permits or authorizations by any governmental body, including but not limited to the Village, through no fault of the Developer or similar causes beyond the reasonable control of such Party ("Force Majeure"). If a Force Majeure event occurs, which caused a delay, a party seeking to claim Force Majeure as the basis for an extension, shall serve notice of its claim for Force Majeure and supporting specific third-party documentation within five (5) business days from the start of the Force Majeure event. Any extension for the completion of the incomplete performance shall be equal to the period of the delay to run from the time of the commencement of the Force Majeure.

SECTION 6. INSURANCE AND INDEMNIFICATION.

A. Insurance. The Developer, and any successor in interest to the Developer, shall obtain or cause to be obtained and continuously maintained when required during the Term of this Agreement, the insurance as set forth below. The Developer shall provide a copy of all policies to the Village with proof that the premiums for such insurance have been paid and the insurance is in effect. The insurance coverage described below is the minimum insurance coverage that the Developer must obtain and continuously maintain:

1. Developer (or Developer's contractor) shall during any period of construction, maintain:
 - a. Worker's Compensation insurance with statutory coverage and Employers' Liability coverage of at least five hundred thousand dollars (\$500,000) per accident;
 - b. Commercial General Liability insurance (including operations, contingent liability, operations of subcontractors, and contractual liability insurance) with limit of not less than one million dollars (\$1,000,000) combined single limit per occurrence for bodily injury, and property damage and one million dollars (\$1,000,000) per occurrence for personal injury with a general aggregate of two million dollars (\$2,000,000);
 - c. Owners and Contractors Protective Liability (OCP) with a limit of not less than one million dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage;
 - d. Business Automobile Liability: One million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.
2. Developer (or Developer's contractor) shall during any period of construction maintain builders risk insurance on a completed value basis, in non-reporting form, against all risks of physical loss, including collapse and water damage with no exclusion for flood and hydrostatic pressure, covering the total value of work performed and equipment, supplies and materials furnished for the project development (including on-site stored materials) as to all work by Developer. The Village shall be named as loss payee.

3. After completion of construction, the Developer shall maintain property insurance and extended coverage on a replacement basis for the insurable value of the redevelopment project until all ten (10) townhome units and common elements to be owned and maintained by the HOA have been conveyed pursuant to fee simple deeds.
4. All such policies shall be in such form and issued by such companies as shall be acceptable to the Village to protect the Village and Developer against any liability incidental to the use of or resulting from any claim for injury or damage occurring in or about the Project, or the construction and improvement thereof by Developer, except to the extent arising from Village (or its agents, employees and contractors) acts or omissions (in which case the Village shall look solely to its own insurance).
5. Alternatively, Developer, may satisfy its insurance obligations in this Article by way of a blanket policy or policies which includes other liabilities, properties and locations having a per occurrence liability of three million dollars (\$3,000,000) and a general policy aggregate of at least ten million dollars (\$10,000,000). The Village shall have the right to review any blanket policy or policies to determine that such coverage is in compliance with the requirements contained herein and shall have the right to reject any blanket policy or policies if they do not comply with the requirements contained herein.
6. Each such policy shall name the Village, its officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of the Developer's work, including activities performed by or on behalf of the Developer; products and completed operations of the Developer (or Developer's Contractor); premises owned, leased or used by the Developer; or automobiles owned, leased, hired or borrowed by the Developer. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, agents, employees and volunteers. The policy shall contain an affirmative statement by the issuer that it will give written notice to the Village at least 30 days prior to any cancellation or amendment of its policy. The Developer shall provide to the Village a replacement certificate not less than 30 days prior to expiration of any policy.

The Developer's insurance coverage shall be primary and non-contributory as respects the Village its officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the Village, its officials, employees, agents, and volunteers shall be excess of Developer's insurance and shall not contribute with it.

The Developer's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Developer's insurance shall apply separately to each insured against who claim is made or suit is brought, except with respect to the limits of the insurer's liability.

The Developer shall include all contractors or subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each contractor or subcontractor subject to all of the requirements stated herein.

The Developer shall furnish the Village with certificates of insurance showing the coverage as required herein with original additional insured endorsements naming the Village, its officials, employees, agents, and volunteers as additional insureds. The certificates and endorsements for each insurance policy are to be signed by a person

authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village before any work commences.

B. Village Review. Subject to and except as otherwise provided in the provisions of Section 6 of this Agreement, the Developer acknowledges and agrees that the Village is not, and shall not be, in any way liable for any damages or injuries that may be sustained as the result of the Village's review and approval of any plans or failure to review and approve any plans for the Property or the Development, or the issuance of or failure to issue any approvals, permits, certificates, or acceptances for the development or use of the Property or the Development, and that the Village's review and approval of those plans and the Development and issuance of those approvals, permits, certificates, or acceptances does not, and shall not, in any way, be deemed to insure the Developer, or any of its heirs, successors, assigns, tenants invitees, and licensees, or any other Person, against damage or injury of any kind at any time.

C. Indemnification of Village. Developer, its successors and assigns shall defend, indemnify and hold harmless the Village and its elected or appointed officers and officials, trustees, agents, volunteers, representatives and/or employees, from and against any and all civil liabilities, actions, responsibilities, obligations, losses, damages and claims, and all costs and expenses, including but not limited to attorney's fees and expenses (collectively, "Losses") pursuant to any federal, state and local laws including the common law), statutes, ordinances, rules, regulations and other requirements relating to or which the Village and/or its elected or appointed officers and officials, trustees, agents, volunteers, representatives and/or employees may incur from or on account of Developer's use of the Property, any tests or surveys conducted by the Developer, and the construction of the Project, including but not limited to any Losses incurred which are based on tort law, wrongful death and/or a personal injury claim, suit or action and/or any Losses and claims relating to environmental investigation, cleanup, or abatement, whether asserted or unasserted, direct or indirect, existing or inchoate, known or unknown, having arisen or to arise in the future, and in any manner whatsoever incurred by reason of Developer's or worker's activities or inactivities at the Property or the Development. It is expressly understood, agreed upon and the specific intent of this Agreement that the Village and its elected or appointed officers and officials, trustees, agents, volunteers, representatives and/or employees will at no time assume responsibility or liability for the actions of Developer or any of the workers or other persons on the Property. As between the Village and its elected or appointed officers and officials, trustees, agents, volunteers, representatives and/or employees and Developer, Developer shall at all times be held solely responsible to all persons on the Property present there because of the Development and work thereon. Developer and its successors and assigns hereby agree to release, waive, covenant not to sue and forever discharge the Village and its elected or appointed officers and officials, trustees, agents, volunteers, representatives and/or employees, for any claim, suit or action, whether or not well founded in fact or in law, which Developer and the workers have, or may have, arising out of the Development, except to the extent that any contamination occurs as a result of actions taken after the date of this Agreement by the Village or any of its elected or appointed officers and officials, trustees, agents, volunteers, representatives and/or employees, and except for any claim or action which Developer, its successors and assigns may have under this Agreement.

SECTION 7.DEFAULT

A. Events of Default by Developer. Events of default by the Developer include any violation of this Agreement and without limitation the following:

1. Any material misrepresentation made by Developer in this agreement, or in any certificate, notice, or financing document;

2. Failure to perform any material obligation or covenant contained in this Agreement, or any other agreement, financing document;
3. The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of Developer in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, (or similar official) of Developer for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order unstayed and in effect for more than thirty (30) consecutive days;
4. The commencement by Developer of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or the consent by Developer to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, (or similar official) of Developer or of any substantial part of the Property, or the making by any such entity of any assignment for the benefit of creditors or the failure of Developer generally to pay such entity's debts as such debts become due or the taking of action by Developer in furtherance of any of the foregoing, or a petition is filed in bankruptcy by others and not dismissed within thirty (30) consecutive days;
5. Failure to have funds to meet Developer's obligations;
6. If after work begins on the Development, work stops for more than forty-five (45) consecutive days for any reason other than: (i) Force Majeure or (ii) if Developer is ahead of its planned construction schedule;
7. Developer materially fails to comply with applicable governmental codes and regulations in relation to the construction and maintenance of the buildings contemplated by this Agreement or the Developer refuses or fails to construct the Development in conformance with the final plans and specifications.

B. Events of Default by Village. Events of default by the Village include without limitation the following:

1. Any material misrepresentation made by the Village in this agreement, or in any certificate, notice, or financing document;
2. Failure to perform any material obligation or covenant contained in this agreement, or any other agreement, financing document.

C. Default by Developer Prior to Purchase of Property. If the Developer defaults before titles to the Village property are transferred to the Developer, the Developer shall have 30 business days after receipt of written notice by the Village to cure such default or, for non-monetary defaults only, to commence the cure of such default if it cannot be cured within such time period. If the Developer fails to timely cure said default, the Village may, terminate this agreement in which case, the Developer will reimburse the Village for all of its out-of-pocket costs including fees relating to this Agreement.

D. Default by Developer Prior to Construction of Improvements. If the Developer defaults after title to the Village Property is transferred to the Developer but before construction begins, the Developer shall have 30 business days after receipt of written notice by the Village to cure such

default or, for non-monetary defaults only, to commence the cure of such default if it cannot be cured within such time period. If the Developer fails to timely cure said default the Village may terminate this Agreement in which case, the Developer will quit claim its interest in the Village Property to the Village, and the Developer will reimburse the Village for all of its out-of-pocket costs, including attorney's fees relating to this Agreement, any paid reimbursement of Eligible Costs to the Developer pursuant to Section 4.B.3 of this Agreement, and any accrued interest on the note. The Village shall then forgive the principal balance on the note.

E. Default by Developer After Construction Commences. If the Developer defaults after construction begins the Developer shall have 30 business days after receipt of written notice by the Village to cure such default or to commence the cure of such default if it cannot be cured within such time period (non-monetary defaults only). If the Developer fails to timely cure said default, the Developer shall quit claim its interest in the Village Property to the Village. In addition thereto, the Village at its option may terminate this Agreement in which case, the Developer will reimburse the Village for all of its out of pocket attorney's fees relating to this Agreement, the cost incurred to restore the Village Property to its condition at the time of Closing, any paid reimbursement of Eligible Costs to the Developer pursuant to Section 4.B.3 of this Agreement, and any accrued interest on the note. The Village shall then forgive the principal balance on the note.

F. Default by Village. If the Village defaults, the Developer shall be entitled to (i) require specific performance of this Agreement or (ii) terminate this Agreement in which event the Village shall reimburse Developer for all of its out-of-pocket costs including attorney's fees relating to this Agreement.

G. Consequential Damages. Neither party shall be liable to the other for consequential damages or lost profits except as otherwise specifically provided in this Agreement.

H. Lender Approval. If prior to the closing on the purchase of the Village property, the Developer's Lender objects to any of the default provisions in this Section, the parties will agree to modify this Section to the reasonable satisfaction of the Developer's Lender.

I. Attorney's Fees. In the event either party files an action to enforce the terms of this agreement, the non-prevailing party shall pay all reasonable court costs, witness fees, discovery fees and attorneys' fees incurred by the party who substantially prevails in the resolution of the action.

SECTION 8. GUARANTEE

The Developer's obligations under this agreement and the contract for the purchase of 8720-26 Ferris, Alley, and 8733 Narragansett referenced in Subsection 4.A and the note and mortgage reference in Section 4.B of this agreement shall be guaranteed by John Park.

SECTION 9. GENERAL PROVISIONS.

A. No Individual or Personal Liability. Notwithstanding any other statement in this Agreement, the Parties agree that the representations made by the Village in this Agreement and incentives offered herein are made on behalf of the Village, and the Village President and Board of Trustees are not making such representations personally, are not parties to this Agreement, and shall incur no personal liability in conjunction with this Agreement.

B. No Third-Party Beneficiaries. This Agreement is made for the benefit of the parties and there are no third-party beneficiaries.

C. Notice. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, (iv) by facsimile, or (v) by electronic internet mail ("e-mail"). Facsimile notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three (3) business days thereafter at the appropriate address set forth below. E-mail notices shall be deemed valid only to the extent that they are (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three (3) business days thereafter at the appropriate address set forth below. Unless otherwise provided in this Agreement, notices shall be deemed received after the first to occur of (a) the date of actual receipt; or (b) the date that is one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) the date that is three (3) business days after deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each party to this Agreement shall have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the Village of Morton Grove shall be addressed to, and delivered at the following addresses:

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

Ralph Czerwinski, Village Administrator
The Village of Morton Grove
6101 Capulina Avenue
Morton Grove, Illinois 60053

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

P & P Properties, LLC
c/o John Park
1625 N. Milwaukee Avenue
Glenview, Illinois 60025

D. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

E. No Waiver. The Village shall be under no obligation to exercise any of the rights granted to it in this Agreement. The failure of the Village to exercise at any time any right granted to the Village shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the Village's right to enforce that right or any other right.

F. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the internal laws, of the State of Illinois. Any action to enforce this Agreement shall be filed in the Circuit Court of Cook County, Illinois.

G. Severability. It is hereby expressed to be the intent of the Parties that should any provision, covenant, agreement, or portion of this Agreement or its application to any Person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application to any Person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

H. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.

I. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

J. Exhibits. The following Exhibits attached to this Agreement are, by this reference, incorporated in, and made a part of this Agreement:

Exhibit A	Legal description and PIN number(s) of 8721 Narragansett;
Exhibit B	Legal description and PIN number(s) of 8735 Narragansett;
Exhibit C	Legal description and PIN number(s) of 8720-26 Ferris;
Exhibit D	Legal description of the Alley;
Exhibit E	Legal description and PIN number(s) of 8733 Narragansett Avenue;
Exhibit F	Purchase Agreement for 8720-26 Ferris and 8733 Narragansett Avenue;
Exhibit G	Mortgage Against Real Estate;
Exhibit H	Promissory Note.

In the event of a conflict between an exhibit and the text of this Agreement, the text of this Agreement shall control.

K. Amendments and Modifications. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with all applicable statutory procedures.


L. Authority to Execute. The Village hereby warrants and represents to the Developer that the persons executing this Agreement on its behalf have been properly authorized to do so by the Corporate Authorities. The Developer hereby warrants and represents to the Village (i) that it is the owner of the Developer's Property, (ii) that no other Person has any other contractual or security interest in the Developer's Property, (iii) that it has the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and to bind said property as set forth in this Agreement, (iv) that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken, and (v) that neither the execution of this Agreement nor the performance of the obligations assumed by the Developer will (a) result in a breach or default under any agreement to which the Developer is a party or to which it or the Developer's Property is bound or (b) violate any statute, law, restriction, court order, or agreement to which the Developer or the Developer's Property are subject.

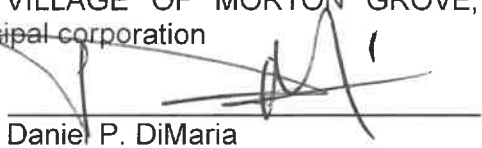
M. No Joint Venture. Nothing contained in this Agreement is intended by the Parties to create a joint venture between the Parties. It is understood and agreed that this Agreement does not provide for the joint exercise by the Parties of any activity, function or service, nor does it create a joint enterprise, nor does it constitute either Party as an agent of the other for any purpose whatsoever. Nothing in this Agreement shall be construed to make the parties hereto partners or render either of said parties liable for the debts or obligations of the other.

N. Counterparts. This Agreement may be executed in counterpart, each of which shall constitute an original document, which together shall constitute one and the same instrument.

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

ATTEST:

By: 
Eileen Scanlon Harford
Village Clerk

THE VILLAGE OF MORTON GROVE, an Illinois
municipal corporation
By: 
Daniel P. DiMaria
Village President

P & P Properties, LLC

By: 
Jenny Park, Managing Member

GUARANTEE

THIS GUARANTEE dated this 30th day of August 2022

IN CONSIDERATION OF the Village of Morton Grove (the "Village") entering into an Economic Incentive and Tax Increment Allocation Financing Development Agreement ("the agreement") with P & P Properties, LLC ("the Developer"), dated August 30th, 2022, the undersigned Guarantor personally guarantees the prompt, full and complete performance of any and all present and future duties, obligations and indebtedness of the Developer including but not limited to all payments due pursuant to a note to be signed by the Developer in the amount of **\$420,000** upon the closing of certain property to be sold to the Developer by the Village ("the note") pursuant to the agreement, under the following terms and conditions:

The Guarantor guarantees that Developer will promptly perform all obligations under the agreement and pay the full amount of principal and interest of the note when due, either according to the terms and conditions provided by the agreement or upon acceleration of the payment under the agreement by reason of a default.

This Guarantee shall be construed exclusively in accordance with, and governed by, the laws of the State of Illinois. Any dispute arising hereunder may only be brought within the State Courts of the State of Illinois. This Guarantee embodies the entire promise of Guarantor to personally guarantee Developer's debts and obligations as set forth herein and supersedes all prior agreements and understandings relating to the subject matter here, whether oral or in writing.

By:



John Park

Exhibit A

Legal Description and Property Index Number(s)

8721 Narragansett Avenue

Morton Grove, Illinois

LOTS 17 AND 18 IN LUMPP'S SUBDIVISION, BEING A SUBDIVISION OF THE NORTH 366.17 FEET OF LOT 3 IN HENNING'S SUBDIVISION OF LOTS 42 AND 43 TOGETHER WITH THE NORTH 16 FEET OF LOT 44 IN COUNTY CLERK'S DIVISION OF SECTION 20 AND THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF LINCOLN AVENUE AND THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD (EXCEPT THEREFROM THE NORTH 100.17 FEET OF THE EAST 85 FEET OF SAID LOT 3 IN HENNING'S SUBDIVISION) IN COOK COUNTY, ILLINOIS.

PIN(S)

10-20-100-029-0000

Exhibit B

Legal Description and Property Index Number(s)

8735 Narragansett Avenue

Morton Grove, Illinois

LOT 23 IN LUMPP'S SUBDIVISION OF THE NORTH 366.17 FEET OF LOT 3 IN HENNING'S SUBDIVISION OF LOTS 42 AND 43 TOGETHER WITH THE NORTH 16 FEET OF LOT 44 IN COUNTY CLERK'S DIVISION OF SECTION 20 AND THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF LINCOLN AVENUE AND THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD (EXCEPT THEREFROM THE NORTH 100.17 FEET OF THE EAST 85 FEET OF SAID LOT 3 IN HENNING'S SUBDIVISION) IN COOK COUNTY, ILLINOIS.

PIN(S)

10-20-100-008-0000

Exhibit C

Legal Description and Property Index Number(s)

8720-26 Ferris Avenue

Morton Grove, Illinois

LOTS 13, 14, 15 AND 16 IN LUMPP'S SUBDIVISION, BEING A SUBDIVISION OF THE NORTH 366.17 FEET OF LOT 3 IN HENNING'S SUBDIVISION OF LOTS 42 AND 43 TOGETHER WITH THE NORTH 16 FEET OF LOT 44 IN COUNTY CLERK'S DIVISION OF SECTION 20 AND THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF LINCOLN AVENUE AND THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD (EXCEPT THEREFROM THE NORTH 100.17 FEET OF THE EAST 85 FEET OF SAID LOT 3 IN HENNING'S SUBDIVISION) IN COOK COUNTY, ILLINOIS.

PIN(S)

10-20-100-021-0000

10-20-100-022-0000

10-20-100-023-0000

10-20-100-024-0000

Exhibit D
Legal Description and Property Index Number(s)
The Alley
Morton Grove, Illinois

OF THAT PART OF THE NORTH-SOUTH 16 FEET WIDE PUBLIC ALLEY LYING NORTH OF AND ADJOINING THE NORTH RIGHT OF WAY LINE OF HENNING'S COURT; LYING WEST OF AND ADJOINING THE WEST LINE OF LOTS 15, 16 AND ADJOINING THE WEST LINE OF THE SOUTH 20 FEET OF LOT 14; LYING EAST OF AND ADJOINING THE EAST LINE OF LOTS 17 AND 18; LYING SOUTH OF AND ADJOINING THE NORTH LINE OF LOT 18 PROJECTED EAST, ALL INCLUSIVE IN LUMPP'S SUBDIVISION, BEING A SUBDIVISION OF THE NORTH 366.17 FEET OF LOT 3 IN HENNING'S SUBDIVISION OF LOTS 42 AND 43 TOGETHER WITH THE NORTH 16 FEET OF LOT 44 IN COUNTY CLERK'S DIVISION OF SECTION 20 AND THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF LINCOLN AVENUE AND THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD (EXCEPT THEREFROM THE NORTH 100.17 FEET OF THE EAST 85 FEET OF SAID LOT 3 IN HENNING'S SUBDIVISION) ACCORDING TO THE PLAT THEREOF RECORDED JUNE 23, 1926 AS DOCUMENT NUMBER 9317622, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 18, THENCE NORTH 00 DEGREES 48 MINUTES 52 SECONDS EAST, A DISTANCE OF 70.04 FEET; THENCE NORTH 89 DEGREES 23 MINUTES 21 SECONDS EAST, A DISTANCE OF 16.00 FEET; THENCE SOUTH 00 DEGREES 48 MINUTES 52 SECONDS WEST, A DISTANCE OF 70.04 FEET; THENCE SOUTH 89 DEGREES 23 MINUTES 21 SECONDS WEST, A DISTANCE OF 16.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN(S)
TO BE ASSIGNED

Exhibit E

Legal Description and Property Index Number(s)

8733 Narragansett Avenue

Morton Grove, Illinois

LOT 22 IN LUMPP'S SUBDIVISION, BEING A SUBDIVISION OF THE NORTH 366.17 FEET OF LOT 3 IN HENNING'S SUBDIVISION OF LOTS 42 AND 43 TOGETHER WITH THE NORTH 16 FEET OF LOT 44 IN COUNTY CLERK'S DIVISION OF SECTION 20 AND THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF LINCOLN AVENUE AND THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD (EXCEPT THEREFROM THE NORTH 100.17 FEET OF THE EAST 85 FEET OF SAID LOT 3 IN HENNING'S SUBDIVISION) IN COOK COUNTY, ILLINOIS.

PIN(S)

10-20-100-009-0000

Exhibit F

CONTRACT FOR THE PURCHASE OF 8720-26 FERRIS AVENUE AND 8733 NARRAGANSETT AVENUE IN MORTON GROVE, ILLINOIS, BY AND BETWEEN THE VILLAGE OF MORTON GROVE AND PARK INTERNATIONAL INVESTMENTS, LLC

The Village of Morton Grove, a municipal corporation and a home rule unit of government located in Cook County, Illinois ("Village" or "Seller") hereby agrees to sell and P & P Properties, LLC, an Illinois Limited Liability Company ("Buyer") hereby agrees to buy that property commonly known as 8720 through 8726 Ferris Avenue, including a portion of abutting vacated public alley, and 8733 Narragansett Avenue, which are legally described in Attachment 1, and all improvements thereon ("the Real Estate") pursuant to the following terms and conditions:

1. **Purchase Price.** The Buyer shall pay the Village the sum of four hundred and sixty thousand dollars (\$460,000) to be paid as follows:
 - a. **Earnest Money.** No earnest money shall be required by the Buyer.
 - b. **Payment at Closing.** Forty thousand dollars (\$40,000) shall be paid by the Buyer to the Seller at closing. At closing, the Buyer shall execute a note and mortgage in favor of the Village for the balance of the purchase price of the Real Estate in the amount of four hundred and twenty thousand dollars (\$420,000). The interest on the principal balance shall accrue at the rate of 7% per annum from the closing date until paid or forgiven. Except in the case of a default by the Buyer, no payments shall be due to the Village for the first two (2) years after the closing date, subject to the Village's agreement to forgive the note as set forth in 4.B.2 of the Redevelopment Agreement by and between the parties dated August 30th, 2022 ("the RDA"). The Village will forgive the principal and interest owed on the note in full when Certificates of Occupancy are issued for all ten (10) townhome units and two (2) duplex units constructed on the Real Estate on or before the second anniversary of the closing date. If all said Certificates of Occupancy are not issued on or before the second anniversary of the closing date, the Developer will reimburse the Village for all of its out of pocket attorney's fees relating to the RDA, the cost incurred to restore the Village Property to its condition at the time of Closing, any paid reimbursement of Eligible Costs to the Developer pursuant to Section 4.B.3 of the RDA, and any accrued interest on the note. The Village shall then forgive the principal balance on the note.

No portion of the note and mortgage shall be forgiven while the Developer is in default of any term of this contract or the RDA or is not in good standing on any and all Village fees, taxes, obligations and accounts, including but limited to real estate tax payments to Cook County, local food and beverage sales taxes, fire system fees, vehicle sticker payments, parking tickets, water bills, and fines, except as provided in this section and Sections 7.D and 7.E of the RDA.

2. **Closing.** The closing shall occur within ten (10) business days of the approval by the Village Administrator and all governmental and quasi-governmental agencies, authorities, commissions, or other bodies with jurisdiction of all building and zoning permits which are required for the construction of the improvements of the Development and the permits have been issued, including registration of contractors and payment of permit fees, or sooner upon mutual agreement. If the Closing Date does not occur or before December 31, 2022, the Village may terminate this Agreement.

3. **Contingency Period and Inspections.**
 - a. The Village shall make available to the Buyer for the Buyer's inspection, copies of all surveys, environmental reports, soils tests, maps, and plats for the subject property within the Village's possession.
 - b. The Buyer and its agents shall have through September 1, 2022, to conduct at Buyer's sole cost and expense and subject to the terms herein its inspection of the property which may include without limitation fiscal inspections of the subject property, surveys, soils tests, site analyses, engineering studies, environmental studies, and investigations and appraisals.
 - c. The Buyer may terminate this contract for any reason during the contingency period.
 - d. The Village represents and warrants there are no tenants occupying the real estate, and the real estate shall be vacant at closing.
4. **Tax Prorations.** The Village represents the real estate has been exempt from real estate taxes and shall remain so through the date of the closing. In the event any taxes are assessed or become due and payable for any period prior to the closing, the Village shall pay same upon receipt of any such real estate tax bill.
5. **Title.** At the Village's expense, the Village will deliver or cause to be delivered to the Buyer within five (5) days in advance of closing, a title commitment for an ALTA title insurance policy in the amount of the purchase price with extended coverage by a title company mutually acceptable to the parties issued on or subsequent to the date of acceptance of this contract, subject only to items listed in paragraph 7. The parties shall each pay their respective usual and customary share of the additional title charges and the parties shall equally pay for any deed in money closing escrow incurred as a result of this transaction. If the title commitment discloses any exceptions not acceptable to the Buyer, then the Village shall have said exceptions or encroachments removed, or, with Buyer's approval, have the title insurance commit to insure against loss or damage that may be caused by such exceptions or encroachments. If the Village fails to have unpermitted exceptions waived or title insured over prior to the closing, Buyer may elect to take the title as it then is, with the right to deduct from the purchase price prior encumbrances of a definite or ascertainable amount as may reasonably be agreed by the parties. The Village shall furnish Buyer at closing an Affidavit of Title covering the date of the closing and shall sign any other customary forms required for the issuance of an ALTA Insurance Policy.
6. **Survey.** The Village shall have no obligation to provide the Developer with a survey. If a survey is required by the title company, it shall be the Developer's responsibility to provide such survey, at the Developer's sole cost.
7. **Deed.** The Village will convey or cause to be conveyed to the Buyer good and merchantable title to the real estate by recordable Warranty Deed subject only to: general real estate taxes not due and payable at the time of closing, covenants, conditions, and restrictions of record, building lines and easements, applicable zoning and building laws, ordinances, restrictions and acts suffered or done by the Village if any, so long as they do not interfere with the current use and enjoyment of the real estate.
8. **Possession.** At closing, the Village shall surrender the property devoid of tenants and

free and clear of any leases.

9. **Seller Representations.** Village represents all leases and tenancies have been fully disclosed to the Buyer, that the Village has not received written notice from any other governmental body of (a) zoning, building, fire or health code violations that have not been corrected; (b) any pending rezoning; or (c) a proposed or confirmed special assessment and/or special service area affecting the real estate. The Village further represents it has no knowledge of boundary line disputes, easements or claims of easement not shown by the public records, any hazardous waste on the real estate or any improvements for which the required permits were not obtained.
10. **Maintenance of Property.** The property shall be maintained in the same condition as found on the date of the contract, normal wear and tear, excepted.
11. **Default.** The Village shall be responsible for all damages, reasonable costs and expenses including attorney's fees due to the failure of the Village to comply with the terms of this contract. The Buyer shall be responsible for all damages, reasonable costs and expenses, including attorney's fees incurred by the Village, in excess of any earnest money retained by the Village due the failure of the Buyer to comply with the terms of this contract.
12. **Notice.** All notices required shall be in writing and shall be delivered by personal delivery; by certified mail, return receipt requested which shall be effective on the date of mailing; or by sending facsimile transmission which shall be effective as of the date and time of facsimile transmission, provided the notice transmitted shall be sent on business days during the business hours of 9:00 am to 5:00 pm Chicago time. In the event the fax notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after the transmission.

Notices to the Village shall be mailed to:

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

Ralph Czerwinski, Village Administrator
The Village of Morton Grove
6101 Capulina Avenue
Morton Grove, Illinois 60053

Notices to the Buyer shall be mailed to:

P & P Properties, LLC
c/o John Park
1625 N. Milwaukee Avenue
Glenview, Illinois 60025

13. **Miscellaneous.**
 - a. Time is of the essence of this contract.

- b. The Village shall pay for all county, state, and municipal transfer taxes if required by law.
- c. All disputes related to the construction or enforcement of these terms and provisions shall be governed by the laws of the State of Illinois and are subject to the covenant of good faith and fair dealing implied in all Illinois contracts.

This contract has been executed on August 30, 2022 (the contract date).

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

THE VILLAGE OF MORTON GROVE

By: 
Daniel P. DiMaria, Village President

ATTEST:

By: 
Eileen Scanlon Harford, Village Clerk

P & P PROPERTIES, LLC

By: 
Jenny Park, Managing Member

Exhibit F - Attachment 1

Legal Description and Property Index Number(s)
8720-26 Ferris Avenue, 8733 Narragansett Avenue
Morton Grove, Illinois

8720-26 FERRIS AVENUE, INCLUDING VACATED ALLEY:

LOTS 13, 14, 15 AND 16 IN LUMPP'S SUBDIVISION, BEING A SUBDIVISION OF THE NORTH 366.17 FEET OF LOT 3 IN HENNING'S SUBDIVISION OF LOTS 42 AND 43 TOGETHER WITH THE NORTH 16 FEET OF LOT 44 IN COUNTY CLERK'S DIVISION OF SECTION 20 AND THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF LINCOLN AVENUE AND THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD (EXCEPT THEREFROM THE NORTH 100.17 FEET OF THE EAST 85 FEET OF SAID LOT 3 IN HENNING'S SUBDIVISION) IN COOK COUNTY, ILLINOIS.

OF THAT PART OF THE NORTH-SOUTH 16 FEET WIDE PUBLIC ALLEY LYING NORTH OF AND ADJOINING THE NORTH RIGHT OF WAY LINE OF HENNING'S COURT; LYING WEST OF AND ADJOINING THE WEST LINE OF LOTS 15, 16 AND ADJOINING THE WEST LINE OF THE SOUTH 20 FEET OF LOT 14; LYING EAST OF AND ADJOINING THE EAST LINE OF LOTS 17 AND 18; LYING SOUTH OF AND ADJOINING THE NORTH LINE OF LOT 18 PROJECTED EAST, ALL INCLUSIVE IN LUMPP'S SUBDIVISION, BEING A SUBDIVISION OF THE NORTH 366.17 FEET OF LOT 3 IN HENNING'S SUBDIVISION OF LOTS 42 AND 43 TOGETHER WITH THE NORTH 16 FEET OF LOT 44 IN COUNTY CLERK'S DIVISION OF SECTION 20 AND THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF LINCOLN AVENUE AND THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD (EXCEPT THEREFROM THE NORTH 100.17 FEET OF THE EAST 85 FEET OF SAID LOT 3 IN HENNING'S SUBDIVISION) ACCORDING TO THE PLAT THEREOF RECORDED JUNE 23, 1926 AS DOCUMENT NUMBER 9317622, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 18, THENCE NORTH 00 DEGREES 48 MINUTES 52 SECONDS EAST, A DISTANCE OF 70.04 FEET; THENCE NORTH 89 DEGREES 23 MINUTES 21 SECONDS EAST, A DISTANCE OF 16.00 FEET; THENCE SOUTH 00 DEGREES 48 MINUTES 52 SECONDS WEST, A DISTANCE OF 70.04 FEET; THENCE SOUTH 89 DEGREES 23 MINUTES 21 SECONDS WEST, A DISTANCE OF 16.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN(S)

10-20-100-021-0000
10-20-100-022-0000
10-20-100-023-0000
10-20-100-024-0000

8733 NARRAGANSETT AVENUE:

LOT 22 IN LUMPP'S SUBDIVISION, BEING A SUBDIVISION OF THE NORTH 366.17 FEET OF LOT 3 IN HENNING'S SUBDIVISION OF LOTS 42 AND 43 TOGETHER WITH THE NORTH 16 FEET OF LOT 44 IN COUNTY CLERK'S DIVISION OF SECTION 20 AND THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF LINCOLN AVENUE AND THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD (EXCEPT THEREFROM THE NORTH 100.17 FEET OF THE EAST 85 FEET OF SAID LOT 3 IN HENNING'S SUBDIVISION) IN COOK COUNTY, ILLINOIS.

PIN(S)

10-20-100-009-0000

Legislative Summary

Resolution 26-04

AUTHORIZING A CONTRACT WITH ARTHUR WEILER, INC. OF BRISTOL, WISCONSIN, FOR THE TREE PURCHASE FOR THE 2026 50/50 TREE PLANTING PROGRAM AND UNITED STATES DEPARTMENT OF AGRICULTURE FORESTRY SERVICE AND ILLINOIS DEPARTMENT OF NATURAL RESOURCES URBAN AND COMMUNITY FORESTRY TREE GRANT - PHASE II PLANTINGS

Introduced:	January 27, 2026
Purpose:	To authorize the Village Administrator to execute a contract with Arthur Weiler, Inc., of Bristol, Wisconsin, for the tree purchase for the 2026 Village Annual 50/50 Tree Planting Program and the USDA Forest Service and IDNR Urban and Community Forestry Tree Grant Phase II plantings.
Background:	The Village has an annual 50/50 tree planting program for parkways that offers adjacent property owners the opportunity to participate in the purchase of trees at a 50% discount for planting on Village rights-of-way and properties it owns. The Department of Public Works – Forestry Section coordinates the Tree Planting Program and opened it to public registration and tree requests in December 2025. In addition to the annual tree planting program, on March 10, 2025, the Morton Arboretum notified the Village that it was awarded a \$25,000 matching tree grant by the United States Department of Agriculture (USDA) Forestry Service and Illinois Department of Natural Resources (IDNR) Urban and Community Forestry for tree plantings. The USDA Forestry Service and IDNR Urban and Community Forestry Tree Grant was formally accepted and authorized by the Village on April 8, 2025. The Village elected to execute the grant agreement in two (2) phases. The Phase I tree purchase was executed in 2025 and approved on June 10, 2025. The Phase II matching grant tree purchase of two hundred and fifty (250) trees shall be executed in 2026 as part of the annual 50/50 tree planting program of one hundred and sixty-five trees, for an estimated total of three hundred and ninety (390) trees. The Department of Public Works – Forestry Section completed the solicitation of quotations for the 2026 Tree Planting Program in December 2025; three (3) quotations were received, and Arthur Weiler, Inc. of Bristol, WI, submitted the low bid proposal for \$38,870. The Department of Public Works – Forestry Section shall plant the trees by June 15, 2026. This contract is a unit price contract, and the final price will be based on the number of trees ordered and determined by the Village to be in the best interest of the Village.
Departs Affected	Department of Public Works
Fiscal Impact:	\$38,870.00
Source of Funds:	2026 Budget, General Fund Account Number 02-50-17-55-2240
Workload Impact:	The Public Works Department will manage and implement the purchase as part of its routine operations.
Administrator Recommendation	Approval as presented

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

Second Reading: | Not Required

Special Requirements: | None

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

RESOLUTION 26-04

AUTHORIZING A CONTRACT WITH ARTHUR WEILER, INC. OF BRISTOL, WISCONSIN, FOR THE TREE PURCHASE FOR THE 2026 50/50 TREE PLANTING PROGRAM AND UNITED STATES DEPARTMENT OF AGRICULTURE FORESTRY SERVICE AND ILLINOIS DEPARTMENT OF NATURAL RESOURCES URBAN AND COMMUNITY FORESTRY TREE GRANT - PHASE II PLANTINGS

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

WHEREAS, the Village has an annual 50/50 tree-planting program for parkways that offers adjacent property owners the opportunity to participate in the purchase of trees at a 50% discount for planting on Village rights-of-way and on properties it owns; and

WHEREAS the Department of Public Works – Forestry Section coordinates the 50/50 tree planting program and opened the program for public registration and tree requests in December 2025; and

WHEREAS, the Village purchases trees from a nursery as part of the annual 50/50 tree planting program, and the Department of Public Works – Forestry Section plants the trees; and

WHEREAS, the Village has budgeted for the purchase of one hundred and sixty-five (165) trees as part of the 50/50 tree program; and

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

WHEREAS, the USDA Forestry Service and IDNR Urban and Community Forestry Tree Grant was formally accepted and authorized by the Village on April 8, 2025, pursuant to Resolution 25-25. Refer to Exhibit “A”; and

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

WHEREAS, the Village elected to execute the grant agreement in two (2) phases; and

WHEREAS, the Phase I tree purchase was executed in 2025 and approved June 10, 2025. Refer to Exhibit “B”; and

WHEREAS, the Phase II matching grant tree purchase of two hundred and fifty (250) trees shall be executed in 2026; and

WHEREAS, the Department of Public Works has combined the budgeted 2026 annual 50/50 tree planting program tree purchase with the Phase II matching grant tree purchase; and

WHEREAS, an estimated total of three hundred and ninety (390) trees are to be planted by June 15, 2026; and

WHEREAS the Department of Public Works – Forestry Section completed the solicitation of quotations for the 2026 annual 50/50 tree planting program and the Phase II matching grant tree purchase in December 2025; and

WHEREAS, the bidding procedures for this program comply with the purchasing requirements of the Municipal Code; and

WHEREAS, three (3) bids were received, publicly opened and read aloud at the Public Works Facility on December 19, 2025, at 10 a.m., with the bid results shown in Exhibit “C”; and

WHEREAS, Arthur Weiler, Inc. submitted the low bid proposal for \$38,870.00; and

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

WHEREAS funding for the 2026 Village 50/50 Tree Planting and USDA Forestry Service and IDNR Urban and Community Forestry Tree Grant Phase II purchase in the amount of \$38,870 is available in the Adopted 2026 Budget, General Fund Account Number 02-50-17-55-2240; and

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

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

SECTION 2: The Corporate Authorities accept the quote from Arthur Weiler, Inc., of Bristol, Wisconsin, in the amount of \$38,870.00.

SECTION 3: The Village Administrator is hereby authorized to execute a purchase order with Arthur Weiler, Inc. for the 2026 Village 50/50 Tree Planting and USDA Forestry Service and IDNR Urban and Community Forestry Tree Grant Phase II, consistent with its quote. Since this is a unit price contract, the final cost will be based on the total trees purchased.

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 Arthur Weiler, Inc.

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

Passed this 27th day of January 2026

Trustee Khan _____

Trustee Minx _____

Trustee Shiba _____

Trustee Thill _____

Trustee Travis _____

Trustee White _____

Approved by me this 27h day of January 2026

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

Attested and filed in my office this
28th day of January 2026

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

Legislative Summary

Resolution 25-25

AUTHORIZING THE AWARD OF THE UNITED STATES DEPARTMENT OF AGRICULTURE FORESTRY URBAN AND COMMUNITY FORESTRY GRANT FOR TREE PURCHASE

Introduction:	April 8, 2025
Purpose:	To authorize the Village Administrator to accept an award from the United States Department of Agriculture Forestry (USDA) Urban and Community Forestry Tree Planting Grant to finance future tree purchases.
Background:	The Village has an annual tree planting program to plant trees on rights-of-way and properties it owns. The Village purchases trees from a nursery as part of the annual tree planting program, and the Department of Public Works – Forestry Section plants the trees. In addition to this year’s tree planting program, the Village was awarded a \$25,000 matching tree grant by the United States Department of Agriculture (USDA) Forestry Service and Illinois Department of Natural Resources (IDNR) Urban and Community Forestry for tree plantings. The grant agreement stipulated that the Village pay all advanced costs for tree purchases and would receive reimbursement at the end of the grant period on July 1, 2026. The Village has elected to execute the grant agreement in two (2) phases. The Phase I tree purchase shall be executed in 2025 at a cost of \$23,000 and the Phase II matching grant tree purchase shall be executed in 2026 with the Village going out to bid for the 2026 tree purchase. The Department of Public Works will confirm quotes and make purchases in line with the Village Administrator’s authority in 2025 and proceed with a competitive bidding process in 2026 for the balance of trees covered by the Grant.
Departs Affected	Department of Public Works
Fiscal Impact:	\$23,000.00
Source of Funds:	The 2025 Village Annual Tree Planting 2025 Budget, General Fund Account Number 02-50-17-55-2240 has allocated \$16,000 and the Village will need to do a Budget Amendment in the future to allocate these funds to support the grant.
Workload Impact:	The Public Works Department will manage and implement the purchase as part of its regular work activities.
Administrator Recommendation	Approval as presented
Second Reading:	Not Required
Special Requirements:	None

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

RESOLUTION 25-25

AUTHORIZING THE AWARD OF THE UNITED STATES DEPARTMENT OF AGRICULTURE FORESTRY URBAN AND COMMUNITY FORESTRY GRANT FOR TREE PURCHASE

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

WHEREAS, the Village has an annual tree planting program to plant trees on rights-of-way and properties it owns; and

WHEREAS, the Village purchases trees from a nursery as part of the annual tree planting program, and the Department of Public Works – Forestry Section plants the trees; and

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

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

WHEREAS, the Village has elected to execute the grant agreement in two (2) phases; and

WHEREAS, the Phase I tree purchase shall be executed in 2025, and the Phase II matching grant tree purchase shall be executed in 2026; and

WHEREAS, the Department of Public Works has combined the budgeted 2025 annual tree planting program tree purchase with the Phase I grant tree purchase; and

WHEREAS, the Department of Public Works – Forestry Section will solicit quotes to spend approximately \$23,000 in 2025 and conduct a competitive bidding process in 2026 for the balance of funds available for the grant; and

WHEREAS, funding for the 2025 Village Annual Tree Planting purchase in the amount of \$15,165.00 is available in the Adopted 2025 Budget, General Fund Account Number 02-50-17-55-2240; and

WHEREAS funding for the USDA tree grant program in the amount of \$22,325.00 is available in the General Fund Account Number 02-50-17-55-2240; and

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

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

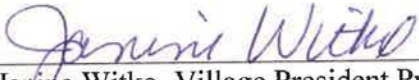
SECTION 2: The Village Administrator and Director of Public Works or their designees are authorized to take all steps necessary to implement the tree purchase for the 2025 Village Tree Planting Program and the awarded United States Department of Agriculture Forestry Urban and Community Forestry Grand award.

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

Passed this 8th day of April 2025

Trustee Khan	<u>Absent</u>
Trustee Minx	<u>Aye</u>
Trustee Shiba	<u>Absent</u>
Trustee Travis	<u>Aye</u>
Trustee Thill	<u>Aye</u>
Trustee Witko	<u>Aye</u>

Approved by me this 8th day of April 2025



Janine Witko, Village President Pro-tem
Village of Morton Grove
Cook County, Illinois

Attested and Filed in my office this
9th day of April 2025



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

VILLAGE OF MORTON GROVE _2025 TREE PLANTING PROGRAM									
SUMMARY OF BID QUOTATIONS									
Item	Common Name	Size	Quantity	Goodmark		Weiler		Cedar Path	
				Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
1	Redpoint Maple	#7	50	\$90.00	\$4,500.00	\$85.00	\$4,250.00	\$151.00	\$7,550.00
2	Kentucky Coffeetree	#10	15	\$133.00	\$1,995.00	\$125.00	\$1,875.00	\$173.90	\$2,608.50
3	Royal Raindrops Crabapple	#7	30	\$86.00	\$2,580.00	\$85.00	\$2,550.00	\$142.00	\$4,260.00
4	Exclamation Planetree	#7	15	\$74.00	\$1,110.00	\$90.00	\$1,350.00	\$149.57	\$2,243.55
5	Ivory Silk Lilac	#7	30	\$92.00	\$2,760.00	\$90.00	\$2,700.00	\$163.00	\$4,890.00
6	Accolade Elm	#10	20	\$111.00	\$2,220.00	\$105.00	\$2,100.00	\$143.40	\$2,868.00
			Freight		Included		\$1,800.00		Included
					\$15,165.00		\$16,625.00		\$24,420.05

VILLAGE OF MORTON GROVE _USDA FOREST SERVICE AND IDNR URBAN AND COMMUNITY FORESTRY PARTNER GRANT									
SUMMARY OF BID QUOTATIONS									
Item	Common Name	Size	Quantity	Goodmark		Weiler		Cedar Path	
				Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
1	Redpoint Maple	#7	100	\$90.00	\$9,000.00	\$85.00	\$8,500.00	\$151.00	\$15,100.00
2	Kentucky Coffeetree	#10	25	\$133.00	\$3,325.00	\$125.00	\$3,125.00	\$173.90	\$4,347.50
3	Royal Raindrops Crabapple	#7	25	\$86.00	\$2,150.00	\$85.00	\$2,125.00	\$142.00	\$3,550.00
4	Exclamation Planetree	#7	25	\$92.00	\$2,300.00	\$90.00	\$2,250.00	\$149.57	\$3,739.25
5	Accolade Elm	#10	50	\$111.00	\$5,550.00	\$90.00	\$4,500.00	\$163.00	\$8,150.00
			Freight		Included		\$1,800.00		Included
					\$22,325.00		\$22,300.00		\$34,886.75

TOTAL TREE PURCHASE COST				\$37,490.00	\$38,925.00	\$59,306.80
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Order Confirmation SO-009339

8920 Howe Road Wonder Lake, IL 60097
 Phone: (815) 653-9293 Fax: (815) 728-0977

Bill To:

VILLAGE OF MORTON GROVE
 DAVE HOFFMAN
 7840 NAGLE AVE
 MORTON GROVE, IL 60053
 USA

Ship-to Address

VILLAGE OF MORTON GROVE
 DAVE HOFFMAN
 7840 NAGLE AVE
 MORTON GROVE, IL 60053
 USA

<u>Payment Terms</u>	<u>Salesperson</u>	<u>PO#/Job Name</u>	<u>Shipment Method</u>	<u>Shipment Date</u>
Due in 30 days	Paul Ayers	SECOND SPRING ORDER	Delivery	April 14, 2025

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>List Price</u>	<u>Item Discount \$</u>	<u>Your Price</u>	<u>Total Price</u>
ACERFJ-ZLIN	Maple, Redpointe® Liner	100	90.00	0.00	90.00	9,000.00
GYMDIO-ZLIN	Kentucky Coffee Tree Liner	25	133.00	0.00	133.00	3,325.00
MALROR-ZLIN	Crabapple, Royal Raindrops® Liner	25	86.00	0.00	86.00	2,150.00
SYRRIS-ZLIN	Lilac, Ivory Silk® Japanese Tree Liner	25	92.00	0.00	92.00	2,300.00

To Schedule a Delivery contact Alex Barrera @ 224-223-9529 Cell or Office line 815-653-9293

To Schedule a Pickup contact Isis Escobar @ 224-223-9106 Cell or Office line 815-653-9293

TERMS & CONDITIONS:

We do not accept cancellations for B&B material that has already been dug. Any dug item that is cancelled is subject to a 15% cancellation fee.

Holding charges of 10% monthly will begin after June 1st for any Spring dug orders that have not been picked up.

Customer is responsible for unloading any order delivered, including equipment and manpower.

All claims must be reported in writing within 7 days of receipt of product.



Order Confirmation

SO-009339

ULMCMO-ZLIN	Elm, Accolade Liner	50	111.00	0.00	111.00	5,550.00
				Subtotal		22,325.00
					Total Taxes	0.00
					Total USD	22,325.00



8920 Howe Road Wonder Lake, IL 60097
 Phone: (815) 653-9293 Fax: (815) 728-0977

Order Confirmation SO-008979

Bill To:

VILLAGE OF MORTON GROVE
 DAVE HOFFMAN
 7840 NAGLE AVE
 MORTON GROVE, IL 60053
 USA

Ship-to Address

VILLAGE OF MORTON GROVE
 DAVE HOFFMAN
 7840 NAGLE AVE
 MORTON GROVE, IL 60053
 USA

<u>Payment Terms</u>	<u>Salesperson</u>	<u>PO#/Job Name</u>	<u>Shipment Method</u>	<u>Shipment Date</u>
	Paul Ayers	2024-1218	Delivery	April 28, 2025

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>List Price</u>	<u>Item Discount \$</u>	<u>Your Price</u>	<u>Total Price</u>
ACERFJ-ZLIN	Maple, Redpointe® #7	50	90.00	0.00	90.00	4,500.00
GYMDIO-ZLIN	Kentucky Coffee Tree #10	15	133.00	0.00	133.00	1,995.00
MALROR-ZLIN	Crabapple, Royal Raindrops® #7	30	86.00	0.00	86.00	2,580.00
PLAAMC-ZLIN	Planetree, Exclamation London #7	15	74.00	0.00	74.00	1,110.00

To Schedule a Delivery contact Alex Barrera @ 224-223-9529 Cell or Office line 815-653-9293

To Schedule a Pickup contact Isis Escobar @ 224-223-9106 Cell or Office line 815-653-9293

TERMS & CONDITIONS:

We do not accept cancellations for B&B material that has already been dug. Any dug item that is cancelled is subject to a 15% cancellation fee.

Holding charges of 10% monthly will begin after June 1st for any Spring dug orders that have not been picked up.

Customer is responsible for unloading any order delivered, including equipment and manpower.

All claims must be reported in writing within 7 days of receipt of product.



Order Confirmation

SO-008979

SYRRIS-ZLIN	Lilac, Ivory Silk® Japanese Tree L #7	30	92.00	0.00	92.00	2,760.00
ULMCMO-ZLIN	Elm, Accolade #10	20	111.00	0.00	111.00	2,220.00
				Subtotal		15,165.00
					Total Taxes	0.00
					Total USD	15,165.00



Arthur Weiler Inc. Nursery

8850 184th Ave
Bristol, WI 53104

Phone: 847-746-2393
Fax: 847-746-2390

ORDER NO.	194717
CUSTOMER NO.	VILLAGEO13

QUOTE

BILL TO:

Village of Mt. Prospect Public Wks
Dept.
Dave Hull
1700 W Central Road
Mount Prospect, IL 60056

Phone: 847-870-5640

SHIP TO:

Village of Mt. Prospect Public Wks
Dept.
Dave Hull
1700 W Central Road
Mount Prospect, IL 60056

Phone: 847-870-5640

DATE		SHIP VIA		F.O.B.		TERMS	
11/19/24						Net 30	
P.O. NUMBER		ORDER DATE		SALES PERSON		REFERENCE NO.	
		10/28/24					
QUANTITY			DESCRIPTION			UNIT PRICE	EXTENDED PRICE
ORDERED	ACKNOWL	DLVRD					
50	50	0	ACER RUBRUM 'FRANK JR.' REDPOINTE #7 RED POINTE MAPLE			85.00	4250.00
15	15	0	GYMNOCLADUS DIOICUS 'ESPRESSO' #10 ESPRESSO KENTUCKY COFFEE TREE			125.00	1875.00
30	30	0	MALUS 'ROYAL RAINDROPS' #7 ROYAL RAINDROPS CRAB			85.00	2550.00
15	15	0	PLATANUS ACERIFOLIA 'MORTON CIRCLE' #7 EXCLAMATION PLANETREE			90.00	1350.00
30	30	0	SYRINGA RETICULATA 'IVORY SILK' #7 IVORY SILK JAPANESE TREE LILAC			90.00	2700.00
20	20	0	ULMUS JAPONICA WILSONIANA 'MORTON' #7 ACCOLADE ELM			105.00	2100.00

NET AMOUNT 14825.00

FREIGHT 1800.00

BALANCE DUE 16625.00

VALID FOR 30 DAYS



CEDAR PATH
Nurseries

Cedar Path Nurseries LLC

15235 W. Bruce Road
Lockport, IL 60491

Phone: 815-838-4900
Fax: 815-838-4999

ORDER NO.	1950 621
CUSTOMER NO.	5152

QUOTE

Subject to Availability at time of Order Placement

BILL TO:

Morton Grove Public Works
7840 Nagle Av.
Morton Grove, IL 60053

SHIP TO:

Morton Grove Public Works
7840 Nagle Av.
Morton Grove, IL 60053

DATE		SHIP VIA		F.O.B.		TERMS		
11/25/24				LOCKPORT		NET30		
P.O. NUMBER			ORDER DATE	SALES PERSON			REFERENCE NO.	
			11/25/24	Johnathan				
QUANTITY			DESCRIPTION				UNIT PRICE	EXTENDED PRICE
ORDERED	ACK	SHIP						
50	50	0	Red Pointe Maple #10 1"				151.00	7550.00
30	30	0	Japanese Tree Lilac 'Ivory Silk' #10 1"				163.00	4890.00
15	15	0	Kentucky Coffee Tree 'Espresso' #10				173.90	2608.50
30	30	0	Royal Raindrops Crabapple #10				142.00	4260.00
15	15	0	Planetree 'Exclamation' #10				149.57	2243.55
20	20	0	Accolade Elm #10				143.40	2868.00
160	160						NET AMOUNT	24420.05
							FREIGHT	0.00
							BALANCE DUE	24420.05



THE
CHAMPION
of TREES

March 10th, 2025

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

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

Dear Charles Meyer,

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

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

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

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

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

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

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

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

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

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

Sincerely,

Aidden Tapia
aiddentapia@mortonarb.org



THE
CHAMPION
of TREES

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

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

Grant Recipient Assurances and Requirements

Cooperating Agencies

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

Non-Liability

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

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

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

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

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

Budget Revisions

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

Prior Approval

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

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

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

Use of Funds

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

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

Notification

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

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

Award and Execution of Agreement

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

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

Matching Costs

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

Eligible Local Matching Costs

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

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

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

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

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

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

Termination for Convenience

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

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

Suspension of Work.

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

Convenience Section.

Required Progress and Agreement Termination

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

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

Reporting Requirements

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

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

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

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

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

Tree Protection/Preservation Ordinance Requirements:

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

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

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

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

Urban Forest Management Plan Requirements

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

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

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

Management Plan Deliverables

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

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

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

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

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

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

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

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

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

D. Material equipment, and budget considerations

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

E. A program for education and outreach of residents

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

Training and Education

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

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

Documentation

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

Tree Inventory Requirements

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

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

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

Tree Inventory Deliverables

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

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

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

Training and Education

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

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

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

Tree Planting Requirements

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

Requirements

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

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

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

Invasive Species Removal Requirements

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

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

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

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

Payment

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

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

Project Implementation Technical Assurances

The grant Recipient agrees to the following Assurances:

1. Tree planting projects must be planned and executed for long-term survival of trees. Tree species must be selected to match site and cultural conditions.
2. Trees should be selected for compatibility with overhead utilities. For assistance in planting for long-term success and compatibility, see <https://www.comed.com/customer-service/service-request/trees-powerlines/pages/maintenance.aspx> or contact your regional Commonwealth Edison vegetation manager at 1-800-334-7661.
3. When contracting for services related to this project(s), firms must have appropriate Workers Compensation insurance.
4. Anyone removing trees or pruning trees must adhere to the most current ANSI standards (ANSI A300). The standards are available here: <https://treecareindustryassociation.org/business-support/ansi-a300-standards/>
5. Nursery stock must be a minimum of 1" and no greater than 2.5" inches in caliper and must adhere to the ANSI Z60.1-2004 American Standard for Nursery Stock. The standard is available here <http://agri.nv.gov/Brochures/ANLAStandard2004.pdf>.
6. Trees must be purchased from nurseries certified by the Illinois Department of Agriculture.
7. Individuals conducting tree inventory work must have previous experience and provide proof of qualifications to The Morton Arboretum. Individuals conducting inventory work must provide successful completion of tree inventory work to Recipients. Using tree care companies or other arboriculture-related organizations is highly recommended.

Federal Grant Terms and Conditions

Federal Requirements

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

Recipient Audits

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

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

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

Debarment and Suspension

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

Legal Authority

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

Notices

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

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

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

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

Signature of Authorized Community Representative Date

Name: _____

Title: _____

Signature of Representative from The Morton Arboretum Date

Murphy Westwood, Vice President of Science and Conservation

Appendix A: Urban Forest Management Plan Description

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

Definition

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

Examples

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

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

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

Appendix B: Tree Board / Advisory Group Description

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

Definition

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

Examples

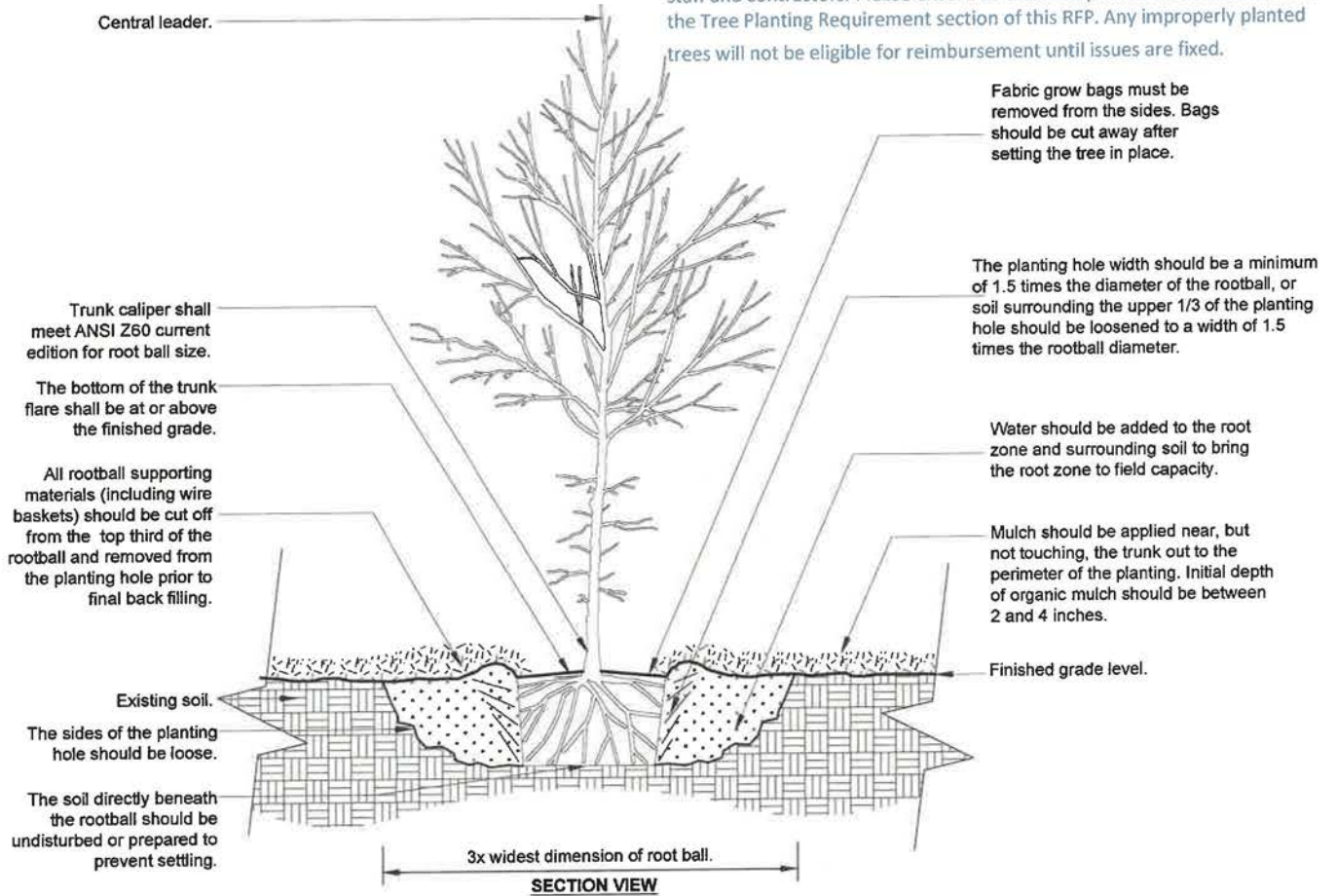
Examples include but are not limited to items on this list. Anything counted must meet the definition above.

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

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

Appendix C: Example Tree Planting Standard

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



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

URBAN TREE FOUNDATION © 2014
OPEN SOURCE FREE TO USE

THE MORTON ARBORETUM

Subaward Agreement

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

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

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

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

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

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

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

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

Terms and Conditions

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

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

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

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

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

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

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

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

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

Award Approval/Obligation/Acceptance Form

The Morton Arboretum _____ Date _____

Approved For:

VILLAGE OF MORTON GROVE

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

Acceptance:

Signature of authorized representative _____ Date _____

Name of authorized representative _____

Title _____



THE
CHAMPION
of TREES

Project Number FA0917-21

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

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

Grant Recipient Assurances and Requirements

Cooperating Agencies

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

Non-Liability

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

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

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

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

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

Budget Revisions

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

Prior Approval

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

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

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

Use of Funds

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

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

Notification

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

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

Award and Execution of Agreement

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

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

Matching Costs

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

Eligible Local Matching Costs

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

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

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

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

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

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

Termination for Convenience

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

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

Suspension of Work.

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

Convenience Section.

Required Progress and Agreement Termination

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

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

Reporting Requirements

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

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

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

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

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

Tree Protection/Preservation Ordinance Requirements:

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

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

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

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

Urban Forest Management Plan Requirements

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

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

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

Management Plan Deliverables

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

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

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

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

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

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

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

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

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

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

D. Material equipment, and budget considerations

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

E. A program for education and outreach of residents

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

Training and Education

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

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

Documentation

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

Tree Inventory Requirements

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

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

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

Tree Inventory Deliverables

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

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

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

Training and Education

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

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

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

Tree Planting Requirements

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

Requirements

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

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

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

Invasive Species Removal Requirements

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

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

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

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

Payment

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

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

Project Implementation Technical Assurances

The grant Recipient agrees to the following Assurances:

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

Federal Grant Terms and Conditions

Federal Requirements

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

Recipient Audits

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

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

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

Debarment and Suspension

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

Legal Authority

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

Notices

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

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

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

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

CM

4/16/25

Signature of Authorized Community Representative

Date

Name: Charles Mayel

Title: Village Administrator

Murphy Westwood

Apr 17 2025

Signature of Representative from The Morton Arboretum

Date

Murphy Westwood, Vice President of Science and Conservation

Appendix A: Urban Forest Management Plan Description

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

Definition

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

Examples

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

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

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

Appendix B: Tree Board / Advisory Group Description

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

Definition

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

Examples

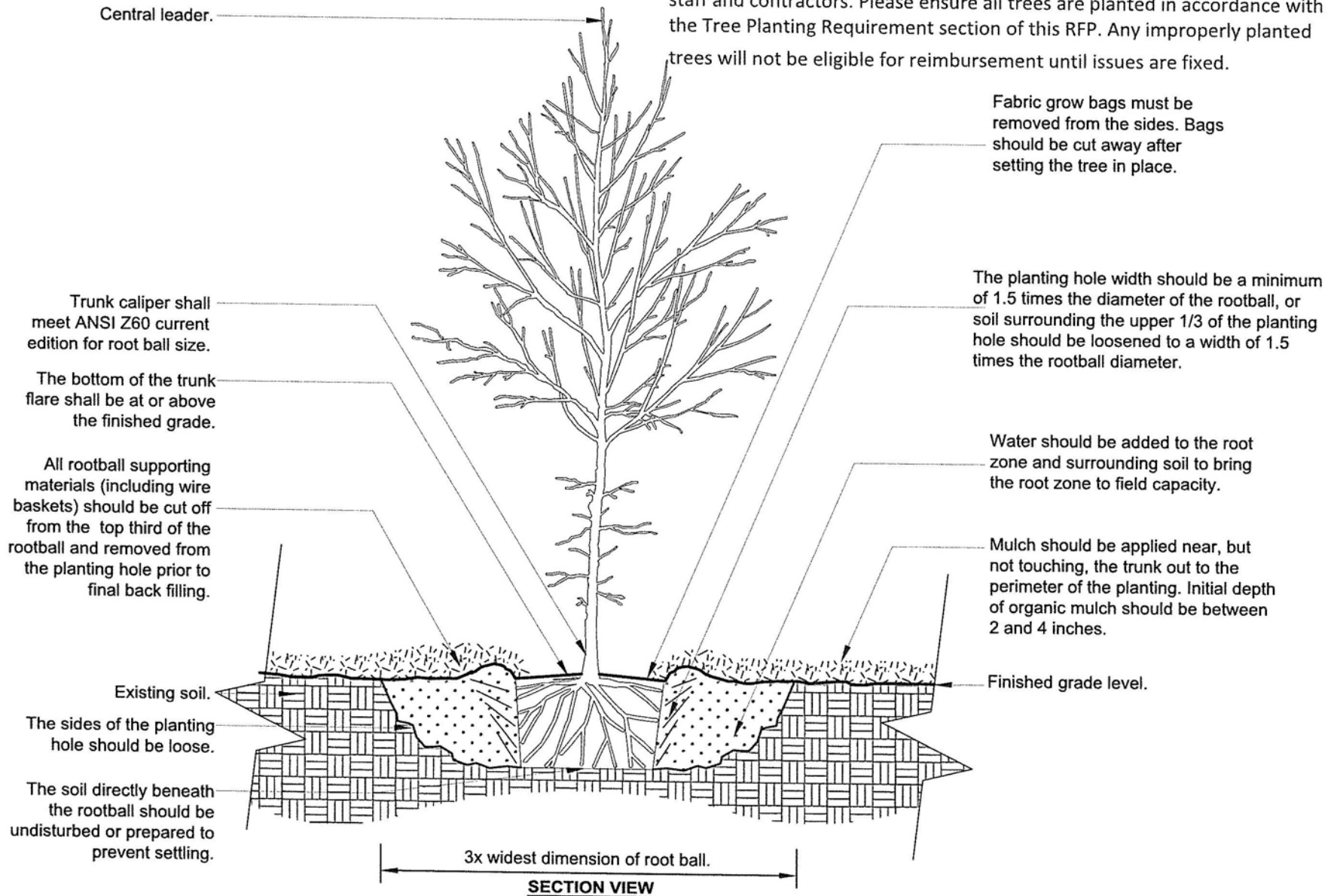
Examples include but are not limited to items on this list. Anything counted must meet the definition above.

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

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

Appendix C: Example Tree Planting Standard

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



P-X

TREE w/ BERM (EXISTING SOIL NOT MODIFIED)

URBAN TREE FOUNDATION © 2014
OPEN SOURCE FREE TO USE

EXHIBIT "A"



THE
CHAMPION
of TREES

March 10th, 2025

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

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

Dear Charles Meyer,

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

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

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

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

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

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

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

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

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

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

Sincerely,

Aidden Tapia
aiddentapia@mortonarb.org



THE
CHAMPION
of TREES

Project Number FA0917-21

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

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

Grant Recipient Assurances and Requirements

Cooperating Agencies

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

Non-Liability

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

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

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

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

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

Budget Revisions

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

Prior Approval

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

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

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

Use of Funds

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

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

Notification

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

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

Award and Execution of Agreement

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

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

Matching Costs

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

Eligible Local Matching Costs

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

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

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

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

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

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

Termination for Convenience

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

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

Suspension of Work.

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

Convenience Section.

Required Progress and Agreement Termination

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

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

Reporting Requirements

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

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

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

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

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

Tree Protection/Preservation Ordinance Requirements:

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

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

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

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

Urban Forest Management Plan Requirements

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

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

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

Management Plan Deliverables

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

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

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

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

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

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

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

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

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

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

D. Material equipment, and budget considerations

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

E. A program for education and outreach of residents

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

Training and Education

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

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

Documentation

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

Tree Inventory Requirements

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

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

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

Tree Inventory Deliverables

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

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

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

Training and Education

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

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

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

Tree Planting Requirements

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

Requirements

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

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

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

Invasive Species Removal Requirements

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

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

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

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

Payment

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

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

Project Implementation Technical Assurances

The grant Recipient agrees to the following Assurances:

1. Tree planting projects must be planned and executed for long-term survival of trees. Tree species must be selected to match site and cultural conditions.
2. Trees should be selected for compatibility with overhead utilities. For assistance in planting for long-term success and compatibility, see <https://www.comed.com/customer-service/service-request/trees-powerlines/pages/maintenance.aspx> or contact your regional Commonwealth Edison vegetation manager at 1-800-334-7661.
3. When contracting for services related to this project(s), firms must have appropriate Workers Compensation insurance.
4. Anyone removing trees or pruning trees must adhere to the most current ANSI standards (ANSI A300). The standards are available here: <https://treecareindustryassociation.org/business-support/ansi-a300-standards/>
5. Nursery stock must be a minimum of 1" and no greater than 2.5" inches in caliper and must adhere to the ANSI Z60.1-2004 American Standard for Nursery Stock. The standard is available here <http://agri.nv.gov/Brochures/ANLAStandard2004.pdf>.
6. Trees must be purchased from nurseries certified by the Illinois Department of Agriculture.
7. Individuals conducting tree inventory work must have previous experience and provide proof of qualifications to The Morton Arboretum. Individuals conducting inventory work must provide successful completion of tree inventory work to Recipients. Using tree care companies or other arboriculture-related organizations is highly recommended.

Federal Grant Terms and Conditions

Federal Requirements

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

Recipient Audits

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

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

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

Debarment and Suspension

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

Legal Authority

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

Notices

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

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

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

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

Signature of Authorized Community Representative Date

Name: _____

Title: _____

Signature of Representative from The Morton Arboretum Date

Murphy Westwood, Vice President of Science and Conservation

Appendix A: Urban Forest Management Plan Description

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

Definition

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

Examples

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

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

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

Appendix B: Tree Board / Advisory Group Description

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

Definition

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

Examples

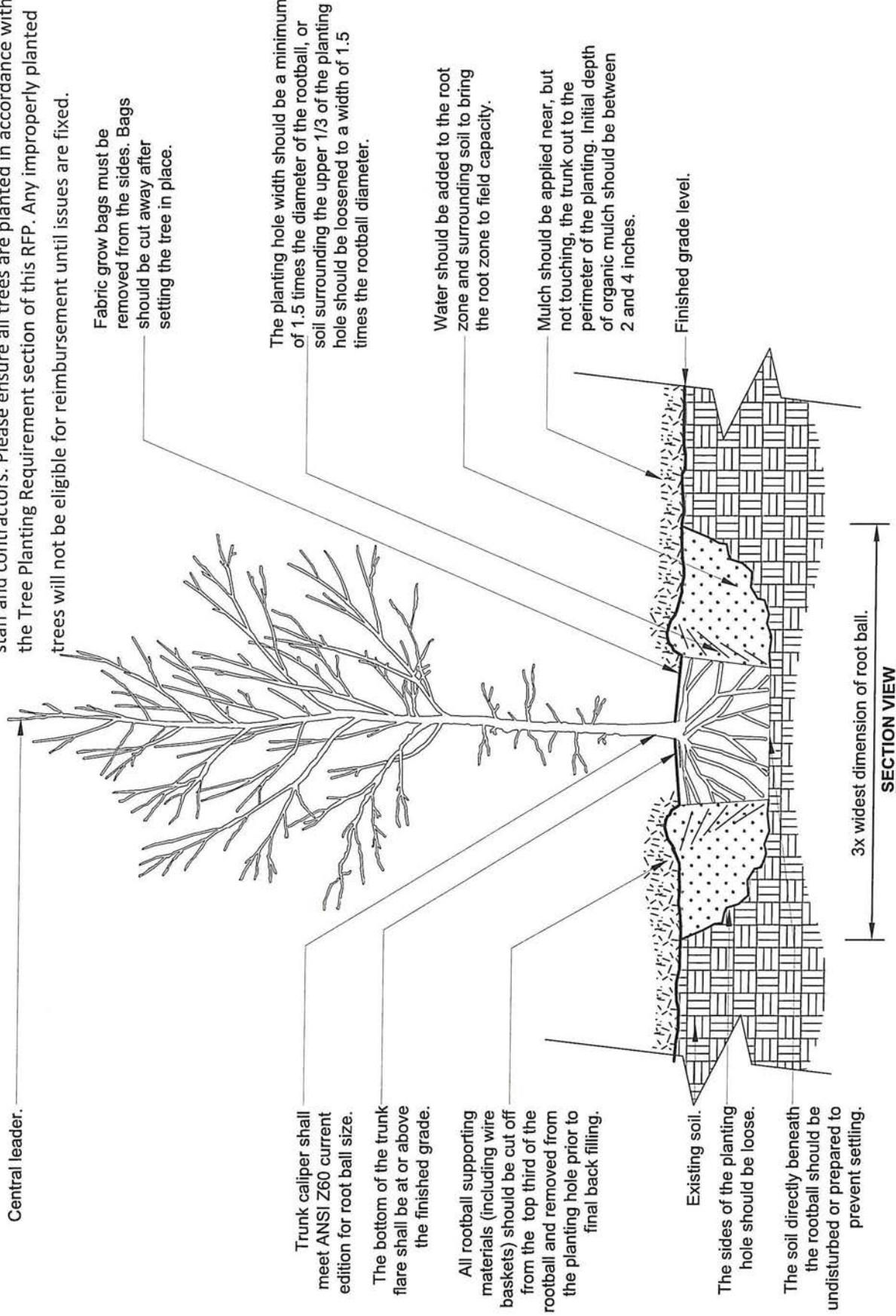
Examples include but are not limited to items on this list. Anything counted must meet the definition above.

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

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

Appendix C: Example Tree Planting Standard

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



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

URBAN TREE FOUNDATION © 2014
OPEN SOURCE FREE TO USE

THE MORTON ARBORETUM

Subaward Agreement

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

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

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

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

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

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

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

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

Terms and Conditions

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

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

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

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

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

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

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

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

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

Award Approval/Obligation/Acceptance Form

The Morton Arboretum _____ Date _____

Approved For:

VILLAGE OF MORTON GROVE

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

Acceptance:

Signature of authorized representative Charles Meyer Date 4/16/25

Name of authorized representative Charles Meyer

Title Village Administrator

Village of Morton Grove, Cook County, Illinois

2025 Tree Planting Program

Bid Tabulation

Bid Opening: May 7, 2025 10:00am

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

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

EXHIBIT "C"

VILLAGE OF MORTON GROVE
2025 Tree Planting Program

CONTRACT DOCUMENTS

Engineering Division
Public Works Department

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5. Contractor’s Proposal	P-1 to P-5
6. Contract	C-1 to C-3
7. General Provisions	GP-1 to GP-32
8. Special Provisions	SP-1 to SP-3
9. Index for Supplemental Specifications, Check Sheet For Recurring Special Provisions, and BDE Special Provisions	RSP-1 to RSP-2
10. Reference Drawings	Not Applicable
11. Project Drawings	Not Applicable

LEGAL NOTICE

VILLAGE OF MORTON GROVE
Cook County, Illinois

2025 TREE PLANTING PROGRAM

INVITATION FOR BIDS

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

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

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

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

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

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

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

NOTICE TO BIDDERS

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

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

2) **Description of Work**

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

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

3) **Instructions to Bidders**

a) Contract Documents may be obtained from the following:

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

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

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

There is no fee for downloading the Contract Documents

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

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

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

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

1. Proposal of _____
(Name and address of bidder)

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

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

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

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

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

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

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

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

SCHEDULE OF PRICES

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

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

Written Total: _____

(If a Corporation)

Corporate Name _____

Attest: _____
Secretary

Signed By _____
Name Title

Insert Names of Officers:

Business Address _____

President _____
Secretary _____
Treasurer _____

(If a Limited Liability Company)

Insert Names and Addresses of All Partners _____

Firm Name _____

Signed By _____

Business Address _____

(If a Partnership)

Insert Names and Addresses of All Partners _____

Firm Name _____

Signed By _____

Business Address _____

(If an Individual)

Signature of Bidder _____

Business Address _____

PROPOSAL BID BOND

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

Local Agency: Village of Morton Grove
Cook County, Illinois

2025 TREE PLANTING PROGRAM

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

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

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

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

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

Principal

(Company Name) _____
(Company Name)
By: _____ By: _____
(Signature and Title) (Signature and Title)

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

Surety

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

STATE OF ILLINOIS,

COUNTY OF _____

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

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

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

Given under my hand and notarial seal this _____ day of _____

My commission expires _____
(Notary Public)

CONTRACT APPROVAL

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

Agreed the ____ day of _____

Village of Morton Grove

By: _____
Charles L. Meyer, Village Administrator

Contractor’s Name:

By _____
Authorized Agent’s Name & Title

CONTRACT BOND – PAGE 1 of 2

CONTRACT BOND

Local Agency: Village of Morton Grove
Cook County, Illinois

2025 TREE PLANTING PROGRAM

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

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

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

CONTRACT BOND – PAGE 1 of 2

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

PRINCIPAL

_____	_____
(Company Name)	(Company Name)
By: _____	By: _____
(Signature & Title)	(Signature & Title)
Attest: _____	Attest: _____
(Signature & Title)	(Signature & Title)

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

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

(Insert names of individuals signing on behalf of PRINCIPAL)

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

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

My Commission expires _____ (Notary Public) **(SEAL)**

SURETY

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

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

(Insert names of individuals signing on behalf of SURETY)

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

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

My Commission expires _____ (Notary Public) **(SEAL)**

Approved this _____ day of _____ A.D. _____

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

GENERAL PROVISIONS

1. DEFINITION OF TERMS

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

2. STANDARDS

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

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

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

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

3. PROJECT TIMING

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

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

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

4. PREQUALIFICATION OF BIDDERS

Applicable if box is checked.

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

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

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

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

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

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

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

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

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

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

5. BID DEPOSIT

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

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

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

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

6. CONTACTS / QUESTIONS

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

7. INTERPRETATION

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

8. ADDENDA

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

9. SUBSTITUTIONS

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

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

10. ROYALTIES AND PATENTS

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

11. TAXES

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

12. MODIFICATIONS TO BIDS

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

13. WITHDRAWAL OF BID

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

14. RIGHT TO REJECT BIDS

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

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

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

15. BID AWARD

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

16. BID SIGNATURES

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

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

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

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

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

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

17. CONTRACT BONDS

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

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

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

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

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

18. INSURANCE REQUIREMENTS

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

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

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

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

B. Minimum Limits of Insurance

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

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

C. Deductibles and Self-Insured Retentions

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

D. Other Insurance Provisions

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

1) General Liability and Automobile Liability Coverages

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

2) Workers' Compensation and Employers' Liability Coverage

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

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

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

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

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

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

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

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

4) All Coverages

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

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

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

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

E. Acceptability of Insurers

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

F. Verification of Coverage

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

G. Subcontractors

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

H. Assumption of Liability

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

19. INDEMNITY/HOLD HARMLESS PROVISION

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

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

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

20. SAFETY/LOSS PREVENTION PROGRAM REQUIREMENTS

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

21. SAFETY/LOSS PREVENTION REGULATORY REQUIREMENTS

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

22. CONSTRUCTION SCHEDULE

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

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

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

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

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

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

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

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

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

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

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

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

25. CERTIFICATION OF BIDDER COMPLIANCE WITH STATE PROCUREMENT REGULATIONS

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

26. PREVAILING WAGE

Applicable if box is checked.

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

27. EMPLOYMENT OF ILLINOIS WORKERS

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

28. SUBSTANCE ABUSE PREVENTION

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

29. INTEREST OF PUBLIC OFFICIALS OR EMPLOYEES

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

30. SUBLETTING OR ASSIGNING THE CONTRACT

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

31. NON-COLLUSION IN PREPARING BIDS

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

32. RESPONSIVENESS AND RESPONSIBILITY

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

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

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

33. CONTRACTOR LICENSING

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

34. EXAMINATION OF PREMISES, MEASUREMENTS, ELEVATIONS

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

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

35. CONFLICTS OF PLANS AND SPECIFICATIONS

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

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

36. ALTERATIONS, CANCELLATIONS, EXTENSIONS, AND DEDUCTIONS

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

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

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

37. BASIS OF PAYMENT

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

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

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

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

38. PROJECT ACCEPTANCE PROCEDURES

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

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

39. GENERAL GUARANTEE

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

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

40. TERMINATION OF CONTRACT

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

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

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

41. LIQUIDATED DAMAGES

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

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

42. UTILITY LOCATION

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

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

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

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

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

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

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

43. NOTIFICATION OF WORK

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

44. CONSTRUCTION OPERATIONS

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

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

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

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

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

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

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

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

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

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

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

45. LOCAL ORDINANCES

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

46. PERMITS

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

47. EASEMENT AND ACCESS AGREEMENTS

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

48. CLEANING

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

49. BUSINESS/RESIDENT NOTIFICATION

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

50. SUPERVISION

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

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

51. CONTROL OF WORK

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

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

52. CONTRACTOR'S RECORDS

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

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

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

However:

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

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

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

Primary And Noncontributory Insurance

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

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

Exhibit C

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

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

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;
whichever is less.

This endorsement shall not increase the applicable limits of insurance.

INDEX FOR SPECIAL PROVISIONS

1. PROJECT DESCRIPTION 2

2. DELIVERY LOCATION 2

3. PROJECT TIMING 2

4. DELIVERY 2

1. TREE 2

SPECIAL PROVISIONS

1. PROJECT DESCRIPTION

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

2. DELIVERY LOCATION

The product shall be delivered to:

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

3. PROJECT TIMING

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

START DATE: May 14, 2025

COMPLETION DATE: May 18, 2025

4. DELIVERY

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

1. TREE

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

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

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

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

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

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



Check Sheet for Recurring Special Provisions

Local Public Agency	County	Section Number
Morton Grove	Cook	

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

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

Recurring Special Provisions

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

Morton Grove

Cook

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

Local Roads And Streets Recurring Special Provisions

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

Legislative Summary

Resolution 26-05

AUTHORIZING A SERVICE REQUEST WITH COMMONWEALTH EDISON AND A CONTRACT WITH LARSON ELECTRICAL TECHNOLOGY OF KENOSHA, WISCONSIN FOR ELECTRICAL IMPROVEMENTS AT 8300 LEHIGH AVENUE

Introduced:	January 27, 2026
Purpose:	To authorize a service request with Commonwealth Edison and a contract with Larson Electrical Technology of Kenosha, Wisconsin, for interior electrical improvements necessary to relocate existing utility lines at 8300 Lehigh Avenue
Background:	<p>The Village entered into an Economic Incentive and Tax Increment Allocation Financing Development Agreement (“Agreement”) with Metro on Main, L.L.C., an Illinois Limited Liability Company, in December 2023. The “Agreement” Section 3G, “Developers Obligations - Utility Lines”, requires the Developer, at its expense, to relocate the existing utility line located at the approximate south lot line of the property and within the property limits of 8300 Lehigh Avenue. The “Agreement” (Exhibit D) requires the Developer to coordinate with Commonwealth Edison and the Village to bury the existing overhead wires (OHW) and the utility pole, and to assume the costs associated with burying the OHW and requires the Village to assume the costs of converting the interior electrical service improvements of the building at 8300 Lehigh Avenue to facilitate the burying of OHW to underground. In addition, Commonwealth Edison requires the Village to sign a no-cost Electric Facilities Service Acknowledgement to authorize the placement of electric facilities and equipment on the property to serve the premises at 8300 Lehigh Avenue. To complete these requirements, the Village contracted with an electrical engineer to complete the interior electrical design documents and solicit quotations for the interior electrical improvements at 8300 Lehigh Avenue. Four (4) quotations were received, with Larson Electrical Technology (LETech) submitting the low proposal in the amount of \$21,006.00. This lump-sum contract includes all labor, material, overhead, and profit and is based on the electrical design and contract bid documents. The Village Administrator shall be authorized to issue contract change orders not to exceed fifteen percent (15% or \$3,150.00) of the contract amount and not to exceed authorization of \$24,156.00 to accommodate field changes and to keep the project on schedule.</p>
Departs Affected	Department of Public Works
Fiscal Impact:	\$24,156.00
Source of Funds:	2026 Adopted Budget Lincoln/Lehigh Tax Increment Financing Account Number 14-10-11-57-1031
Workload Impact:	The Public Works Department will manage and implement the purchase as part of its routine operations.
Administrator Recommendation	Approval as presented

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

Second Reading: | Not Required

**Special
Requirements:** | None

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

RESOLUTION 26-05

AUTHORIZING A SERVICE REQUEST WITH COMMONWEALTH EDISON AND A CONTRACT WITH LARSON ELECTRICAL TECHNOLOGY OF KENOSHA, WISCONSIN, FOR ELECTRICAL IMPROVEMENTS AT 8300 LEHIGH AVENUE

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 entered into an Economic Incentive and Tax Increment Allocation Financing Development Agreement (“Agreement”) with Metro on Main, L.L.C., an Illinois Limited Liability Company, in December 2023. Refer to Exhibit “A”; and

WHEREAS, the “Agreement” was authorized by the Board of Trustees’ approval of Resolution 23-58 on December 23, 2023.

WHEREAS the “Agreement” Section 3G, “Developers Obligations - Utility Lines” (page 5), requires the Developer, at its expense, to relocate the existing utility line located at the approximate south lot line of the property and within the property limits of 8300 Lehigh Avenue, as depicted in Exhibit D (page 28); Refer to Exhibit “A”; and

WHEREAS, the “Agreement” (Exhibit D) requires the Developer to coordinate with Commonwealth Edison and the Village to bury the existing overhead wires (OHW) and the utility pole, and to assume the costs associated with burying the OHW; and

WHEREAS, the “Agreement” (Exhibit D) requires the Village to assume the costs of converting the interior electrical service improvements at 8300 Lehigh Avenue to facilitate the burying of OHW to underground; and

WHEREAS, Commonwealth Edison requires Lexington Homes LLC to sign the Customer Work Agreement and agree to fund costs totaling \$44,293.49 for the exterior work required to bury the OHW and to facilitate other electrical improvements to enable power to be provided to 8300 Lehigh Avenue; and

WHEREAS, Commonwealth Edison requires the Village to sign the no-cost Electric Facilities Service Acknowledgement to authorize the placement of electric facilities and equipment on the property to serve the premises at 8300 Lehigh Avenue; and

WHEREAS, the associated Commonwealth Edison upgrades included in burying of the OHW require interior electrical improvements of the building at 8300 Lehigh Avenue; and

WHEREAS, the Village is required to develop the design and fund those interior electrical improvements at 8300 Lehigh; and

WHEREAS, the Department of Public Works contracted with an electrical engineer to complete the interior electrical design documents and solicit quotations for the interior electrical improvements at 8300 Lehigh Avenue; and

WHEREAS, four (4) quotations were received, with the quotation summary shown in Exhibit "C"; and

WHEREAS, Larson Electrical Technology (LETech) submitted the low proposal for the interior electrical improvements in the amount of \$21,006.00; and

WHEREAS, this contract is a lump sum contract, and the contract's final price is based on electrical design, contract documents, and completed work.

WHEREAS, the Village Administrator shall be authorized to issue contract change orders not to exceed fifteen percent (15% or \$3,150.00) of the contract amount and not to exceed authorization of \$24,156.00 to accommodate field changes and to keep the project on schedule.

WHEREAS, funding for the interior electrical improvements at 8300 Lehigh Avenue in the amount of \$21,0006.00 is available in the Adopted 2026 Budget, Lincoln/Lehigh Tax Increment Financing Account Number 14-10-11-57-1031; and

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

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

SECTION 2: The Corporate Authorities accept the quote from Larsen Electrical Technologies (LETech) Inc., of Bristol, Wisconsin, in the amount of \$21,006.00.

SECTION 3: The Village Administrator is hereby authorized to execute a contract with Larsen Electrical Technologies (LETech) Inc., of Bristol, Wisconsin, in the amount of \$21,006.00.

SECTION 4: The Village Administrator shall be authorized to issue contract change orders not to exceed fifteen percent (15% or \$3,150.00) of the contract amount and not to exceed authorization of \$24,156.00 to accommodate field changes and to keep the project on schedule.

SECTION 5: The Village Administrator and Director of Public Works or their designees are authorized to take all steps necessary to implement the contract with Larsen Electrical Technologies (LETech) Inc.

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

Passed this 27th day of January 2026

Trustee Khan _____

Trustee Minx _____

Trustee Shiba _____

Trustee Thill _____

Trustee Travis _____

Trustee White _____

Approved by me this 27th day of January 2026

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

Attested and filed in my office this
28th day of January 2026

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

AFTER RECORDING RETURN TO:
Village of Morton Grove
6101 Capulina Avenue
Morton Grove, Illinois 60053

THIS SPACE FOR RECORDER'S USE ONLY

**ECONOMIC INCENTIVE AND TAX INCREMENT ALLOCATION FINANCING
DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE VILLAGE OF MORTON GROVE, ILLINOIS,
AND
METRO ON MAIN, L.L.C.,
AN ILLINOIS LIMITED LIABILITY COMPANY**

DATED AS OF December 20, 2023

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

THIS ECONOMIC INCENTIVE AND TAX INCREMENT ALLOCATION FINANCING DEVELOPMENT AGREEMENT ("Agreement"), is dated the 20 day of December, 2023 ("**Effective Date**"), and is by and between the Village Of Morton Grove, an Illinois municipal corporation ("**Village**"), and Metro on Main LLC, an Illinois limited liability company ("**Developer**"), (the Village and Developer may each be referred to as a "**Party**" and collectively referred to as "**Parties**").

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, the Parties agree as follows:

SECTION 1. RECITALS.

1. The Village is a home rule unit by virtue of the provisions of the 1970 Constitution of the State of Illinois.
2. The Village has the authority, pursuant to the laws of the State of Illinois, to promote the health, safety, and welfare of the Village and its inhabitants, to prevent the spread of blight, to encourage private development to enhance the local tax base, to increase employment, and to enter into contractual agreements with third parties for the purpose of achieving these purposes.
3. The Village has the authority, pursuant to the laws of the State of Illinois, to promote the health, safety, and welfare of the Village and its residents, to prevent the spread of blight, to encourage private development in order to enhance the local tax base, to increase employment, and to enter into contractual agreements with developers and redevelopers for the purpose of achieving such objectives.
4. The Village is authorized under the provisions of Art. VII, Section 10 of the State of Illinois Constitution, 1970, to contract and otherwise associate with individuals, associations, and corporations in any manner not prohibited by law.
5. The Village is authorized under Section 8-1-2.5 of the Illinois Municipal Code (65 ILCS 5/8-1-2.5) to appropriate and expend funds for economic development purposes, including, without limitation, the making of grants to any commercial enterprise, that are deemed necessary or desirable for the promotion of economic development within the Village.
6. The Village is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, as amended, 65 ILCS 5/11-74.4-1 et seq. ("**Act**"), to finance redevelopment projects in accordance with and pursuant to the Act.
7. The Developer is an Illinois limited liability company and has successfully completed multiple multi-family and single-family residential developments in Morton Grove and Illinois.
8. On October 25, 2021, the Village, pursuant to and in accordance with the Act, (i) Ordinance No. 21-09 approving the Redevelopment Plan and Project for the Lincoln/Lehigh Redevelopment Project Area, (ii) Ordinance No. 21-10 designating the Lincoln/Lehigh Redevelopment Project Area, and (iii) Ordinance No. 21-11 adopting Tax Increment Allocation Financing for the Lincoln/Lehigh Redevelopment Project Area (collectively, "**TIF Ordinances**"), which established the Lincoln/Lehigh Tax Increment Finance Redevelopment Project Area ("**TIF District**").
9. The Developer is the contract purchaser of certain parcels of land in the TIF District, commonly known as 8350 Lehigh Avenue, Morton Grove, Illinois 60053, which parcels are legally described in **Exhibit A** (the "**Property**").
10. The Developer proposes to develop the Property with eighty-nine (89) single-family attached dwelling

units (the "**Townhome Units**") with accessory accessways, parking areas, landscape areas, and storm water detention areas (the "**Development**"). The Developer is willing to purchase the Property and construct the Development on the Property, but only if the Village provides certain economic incentives as further described in this Agreement.

11. The Developer has represented to the Village that, without the cooperation of the Village and the economic incentives provided for in this Agreement, the Development is not economically feasible, and the Developer would not undertake the Development.

12. The Development is an important project to meet the overall objectives of the TIF District, thereby implementing and bringing to a completion a significant portion of the TIF District plan.

13. The Village desires to have the Property developed in accordance with and pursuant to this Agreement to clear certain blighting factors and characteristics of the TIF District, to promote the health, safety, and welfare of the Village and its residents, to encourage further private investment and development, enhance the Village's tax base, increase employment opportunities for Village residents, and enhance the future tax revenues for those overlying taxing bodies who levy against the Property, and within the TIF District.

14. The Village specifically finds pursuant to 65 ILCS 5/8-11-20 that:

1. The Property has remained vacant for at least one (1) year.
2. The Development is expected to create or retain job opportunities within the Village.
3. The Development will serve to promote the development of adjacent areas.
4. Without this Agreement, the Development would not be possible.
5. The Developer meets high standards of creditworthiness and financial strength as demonstrated by a letter from a financial institution with assets.
6. The Development will strengthen the residential and commercial sectors of the Village.
7. The Development will enhance the tax base of the Village.
8. This Agreement is made in the best interest of the Village.

15. The foregoing recitals are material to this Agreement and are incorporated into and made a part of this Agreement.

SECTION 2. LAND ENTITLEMENT.

A. **Approval of Preliminary and Final Plats of Subdivision.** On May 23, 2023, the Village adopted Ordinance No. 23-12 ("**Ordinance**") approving for the Property and Development a Preliminary Plat of Subdivision and Final Plat of Subdivision. The Final Plat of Subdivision to be recorded with the Cook County Clerk shall be consistent with Ordinance No. 23-12. The Developer shall timely take all actions necessary to comply with its obligations pursuant to Ordinance No. 12-12 and its obligations in accordance with Section 12-8-3 of the Unified Development Code so the Final Plat of Subdivision will be approved and recorded.

B. **Approval of Planned Unit Development.** On May 23, 2023, the Village adopted Ordinance No. 23-12 approving for the Property a Planned Unit Development Special Use Permit ("**PUD**") for a townhome development comprising eighty-nine (89) single-family attached residential units (townhome units) within sixteen (16) structures, two hundred and five (205) accessory surface parking spaces, shared accessways, a stormwater detention basin, and landscape areas, with variations to select requirements of the Unified Development Code. The Developer shall timely take all actions necessary to comply with its obligations pursuant to Ordinance No. 23-12 There are no variations other as subsumed in the PUD.

SECTION 3. DEVELOPER'S OBLIGATIONS.

A. **Purchase of Property.** The Developer has represented to the Village that it is under contract to purchase the Property pursuant to a real estate purchase contract between the Developer and Morton Grove Pharmaceuticals, Inc. (the "***Owner***") dated February 22, 2023. The Developer shall provide proof satisfactory to the Village that it has obtained merchantable title to the Property on or before January 1, 2024. Failure of the Developer to obtain title to the Property on or before January 1, 2024, shall render this Agreement null and void.

B. **Remediation of Property.** The Developer will complete the environmental remediation of the site in strict accordance with IEPA standards and procedures and secure a No Further Remediation (NFR) Letter upon completion of all construction in the Development which shall occur no later than September 30, 2026.

C. **Improvement of Property.** The Developer shall improve the Property at its sole cost so that it is constructed and completed in a good and workmanlike manner and in compliance with:

1. Ordinance No. 23-12 approving for the Property a Preliminary Plat of Subdivision, Final Plat of Subdivision, and Planned Unit Development.
2. The site plans, architectural plans, elevations, engineering plans, and on-site signage submitted to and approved in writing by the Village Administrator and all applicable Village commissions, boards, and departments (the "***Final Plans and Specifications***").
3. All applicable Village, rules, and regulations including, without limitation, all applicable zoning ordinances, building codes, health codes and life safety codes in effect as of the date hereof, and all conditions of any Planned Unit Development Special Use Permit granted for the Development.
4. All applicable federal and state regulations including without limitation, all environmental laws, the Americans with Disabilities Act, and the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
5. The Village Administrator may administratively approve minor modifications to the building and site plans, as allowed for by the Village Municipal Code.

D. **Performance Guarantee.** Prior to issuance of any permit to begin horizontal site improvements, Developer shall deliver to the Village a performance guarantee that meets the requirements of Section 12-8-3:C of the Morton Grove Unified Development Code ("***Performance Guarantee***") in the form attached hereto as **Exhibit B1**. The Performance Guarantee may be partially reduced in accordance with Section 12-8-3:C.8.g. Following the Village acceptance of all improvements and the Village engineer's certification that all public and private improvements included in the guarantee have been one hundred percent (100%) completed to the satisfaction of the Village engineer, the Performance Guarantee shall be released.

E. **Surety Bond.** Prior to issuance of any permit to begin horizontal site improvements, Developer shall deliver to the Village a surety bond in the form attached hereto as **Exhibit B2** in the amount of two million, two hundred and fifty thousand dollars (\$2,250,000) ("***Surety Bond***"). The Surety Bond shall be released by the Village as follows:

1. Within thirty (30) days of the Developer's submittal to the Village of certificates of occupancy for twenty-nine (29) Townhome Units and verification of notice to the Cook County Assessor of said certificates of occupancy in the form of a submitted New Construction Reporting Form attached hereto as **Exhibit C**, the Village shall authorize a first partial release of the Surety Bond in the amount of seven hundred and fifty thousand dollars (\$750,000).
2. Within thirty (30) days of the Developer's submittal to the Village of certificates of occupancy for fifty-nine (59) Townhome Units and verification of notice to the Cook County Assessor of said certificates of occupancy in the form of a submitted New Construction Reporting Form attached hereto as **Exhibit C**, the Village shall authorize a second partial release of the Surety Bond in the amount of seven hundred and fifty thousand dollars (\$750,000).

3. Within thirty (30) days of the Developer's submittal to the Village of certificates of occupancy for eighty-nine (89) Townhome Units and verification of notice to the Cook County Assessor of said certificates of occupancy in the form of a submitted New Construction Reporting Form attached hereto as **Exhibit C**, the Surety Bond shall be fully released.

F. **Recovery of TIF Funds.** Subject to the provisions of this Section, in the event of a material default under any other provision of this Agreement, the Developer shall be immediately indebted to the Village for all TIF Cash Incentive funds received, as defined in Section 4.A.1, from the Village and shall reimburse such funds within thirty (30) days within written request by the Village. Developer stipulates that such indebtedness shall have priority in an any bankruptcy proceeding, subject to applicable laws.

G. **Utility Lines.** The Developer, at its expense, shall relocate the existing utility line located at the approximate south lot line of the Property as depicted in **Exhibit D** and all utility lines that are newly constructed and installed within the Property and in the immediate vicinity to serve the Development. The existing overhead utility line located in the Nagle Avenue public right of way abutting the Property to the west and as otherwise depicted on **Exhibit D** are not required to be buried.

H. **Recordation of Plat of Subdivision.** The Developer shall, at its sole expense, be responsible for the timely recordation of the Final Plat of Subdivision described in Section 2.A with the Cook County Clerk, including all recordation costs. The Village Administrator may, at his or her sole discretion, allow recordation of the final plat of subdivision prior to the requirements set forth in Chapter 12-8, "Subdivisions," of the Morton Grove Unified Development Code.

I. **Recordation of Planned Unit Development.** Prior to issuance of a building permit for construction of any residential structure, the Developer shall file with the Village Administrator an approved final Planned Unit Development Site Plan suitable for recordation with the Cook County Clerk and all other supporting documents required by Section 12-6-6 of the Village Municipal Code. The Developer at its sole expense shall be responsible for the timely recordation of the Planned Unit Development site plan and other pertinent documents within thirty (30) days after the Village Administrator's written approval thereof.

J. **Construction Permits.** Unless otherwise approved in writing by the Village Administrator, no construction, improvement, or development of any kind shall be permitted on any portion of the Property unless and until the Developer has received approval from all necessary Village departments and has been issued valid and binding building permits.

K. **Commencement and Completion of Construction.** The Developer shall secure all necessary horizontal site improvement permits and commence construction of the Development not later than **May 1, 2024**. Construction of all site improvements shall be substantially completed, as certified by the Village Engineer, in accordance with the Developer's Construction Schedule, attached hereto as **Exhibit E** and incorporated herein, but not later than **December 1, 2024**. Subject to Force Majeure, as defined in Section 5.C.2, unless an extension is granted in writing by the Village Administrator for good cause, failure to timely commence construction and/or timely complete construction in accordance with the Construction Schedule and dates provided herein shall constitute an event of default.

L. **Construction Management.** The Developer shall satisfactorily complete all actions necessary and as required by this Agreement for the planning, design, development, construction, and installation of the Development, including without limitation:

1. Securing all authorizations, permits and licenses, including those of a temporary nature, as may be necessary for the construction and intended use of the Development.
2. Providing the appropriate coordination of all planning and construction of the Development, including the directing and scheduling of construction, all field inspections, tests, surveys, and other activities related to the Development.
3. Providing qualified field personnel for inspecting and reviewing the progress and construction of the Development, including final inspection and certification by Developer that, to the best of its

knowledge, all work, as constructed, conforms with the approved final plans and specifications.

M. **Development Operation.** The primary use of the Property as authorized under Ordinance 23-12, or as otherwise approved by the Village Administrator or his/her designee, shall not be materially changed by the Developer or its success, assigns and grantees, as then applicable, for a minimum of twenty (20) years after Certificates of Occupancy for the Townhome Units have been issued.

N. **Fees and Expenses.** The Developer shall pay all required fees to the Village for the Development, including permits, inspection review, including costs for third-party evaluation and inspection, and tap-on fees, as provided by Village ordinance. All such fees and expenses shall be paid prorata at the time of issuance of a permit for each building.

O. **Affordable Housing.** Pursuant to Section 12-4-12:E of the Morton Grove Unified Development Code, the Development is classified as a covered development and is required to provide ten percent (10%) on-site affordable units or a payment in lieu thereof. The Developer shall satisfy the affordable housing requirement by making a payment in lieu of providing affordable housing units in the amount of three hundred sixty thousand dollars (\$360,000), based on the calculation of forty thousand dollars (\$40,000) for each of nine (9) affordable units required. The fee in lieu shall be paid to the Affordable Housing Trust Fund pursuant to Article 1-9C-4 prior to the issuance of a building permit for vertical construction of each Townhome Unit in the amount of four thousand and forty-five dollars (\$4,045) per unit.

P. **Progress Meetings.** The Developer shall meet or communicate with the Village Administrator, and his or her designees on a weekly basis or as reasonably requested by the Village Administrator to report on the progress of the Development and shall provide a periodic written comprehensive progress report on the Development in a form approved by the Village Administrator. The Developer shall ensure adequate information is provided to the extent requested by the Village, including, without limitation, financial reports, engineering analyses, architectural and analyses. Appropriate representatives for the Developer and his contractors and subcontractors shall participate in any such progress meeting as may be reasonably requested by the Village Administrator or his designees .

Q. **Open Book Project.** The TIF Eligible Expenses of the Development shall be provided to the Village on an "open book" basis and the Developer will use commercially reasonable efforts to cause its general contractor(s) to provide continuing and regular access as (on at least 48 hours' prior written notice) as reasonably requested during construction of the Development to the Village Administrator and his designees for the purpose of reviewing and auditing all books and records relating to any item necessary to determine the total Project Costs and the costs of the TIF Eligible Expenses. The foregoing Village review and audit rights with respect to the Development shall continue for up to one (1) year after the last certificate of occupancy has been issued for any portion of the Development. Any audit required by the Village will be at the expense of the Village. Notwithstanding the foregoing, the Village will attempt to maintain the confidentiality of any information identified by Developer as proprietary, privileged, and confidential, provided Developer certifies that disclosure of the commercial or financial information would cause competitive harm to the Developer. If the Village receives a request for disclosure of such information under the Illinois Freedom of Information Act, the Village shall notify Developer providing a copy of the request to Developer, and Developer shall have five (5) business days to notify the Village in writing that it consents or refuses to consent to release of the information. If Developer refuses or fails to consent to disclosing such proprietary Information within five (5) business days, the Village may refuse to disclose the information requested, and in the event that, because of such refusal, litigation is filed against the Village under the Illinois Freedom of Information Act or similar statute relating to the Village's failure to disclose such information. Developer shall indemnify and hold the Village harmless regarding any attorney's fees or costs or judgments imposed on or incurred by the Village in connection with such action. Developer acknowledges that the Village must comply with any court order requiring the release of any confidential or proprietary information and that the Village has no obligation to appeal such court order.

R. **Insurance.** Prior to the issuance of any building permit, the Developer shall deliver to the Village, at Developer's cost and expense, certificates of insurance evidencing the insurance coverage required to be maintained by Developer pursuant to Section 6 of this Agreement.

S. **Financing.** Prior to the issuance of the horizontal site development permit, the Developer shall furnish to the Village proof reasonably acceptable to the Village that the Developer has irrevocable financing in sufficient

amount for construction of the improvements for the Development.

T. **Compliance with All Laws.** The Developer represents, warrants, and agrees:

1. The Developer is not barred from contracting with any unit of state or local government because of violating Section 33E-3 or 33E-4 of the Illinois Criminal Code (720 ILCS 5/33E-3 and 33E-4).
2. The Developer shall comply with the Illinois Drug Free Workplace Act, Equal Opportunity Clause of the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights, the Americans with Disabilities Act, and Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101 et seq.).
3. Any construction contracts entered into by the Developer relating to the construction of the Development shall require all contractors and subcontractors to comply with the Illinois Fair Employment Practices Act.
4. The Developer shall comply with all applicable federal laws, state laws, and regulations including without limitation, such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees.

The Developer agrees to pay its employees, if any, all rightful salaries, medical benefits, pensions, and social security benefits pursuant to applicable labor agreements and federal and state statutes, and further agrees to make all required withholdings and deposits therefore.

5. A copy of any lawsuit or complaint of violation of laws received by the Developer relative to this Agreement, or the Development shall be immediately forwarded to the Village Administrator.
6. The Developer shall be and remain in compliance with the Village's property maintenance regulations and shall promptly correct any code violations for the duration of the Developer's ownership of any portion of the Property.
7. The Developer shall comply with all USEPA and Illinois EPA laws, rules and regulations and will not unlawfully dispose of or release any hazardous substance, material, contaminant, or pollutant, as defined by any federal or state environmental laws, in, under, on or about the Property. The Developer, at its costs, shall remediate any hazardous substance, contaminant or pollution or other dangerous environmental condition that it (or its employees, agents, or contractors) creates or causes with respect to the Development in accordance with all federal, state, county and local applicable laws and regulations. The Developer shall indemnify and hold the Village and its elected or appointed officers and officials, trustees, agents, volunteers, representatives and/or employees harmless against any claim, suit, loss, liability or damage, including, attorneys fees and expenses incurred by the Village and/or its elected or appointed officers and officials, trustees, agents, volunteers, representatives and/or employees in defending itself or complying with applicable laws and regulations, arising out of or relating to the disposal or release of any hazardous substance, material, contaminant, or pollutant during performance of the Development in, under, on or about the Property caused directly by the Developer.

U. **Disclosures.** Not less than ten (10) days prior to the execution of this Agreement, the Developer shall furnish to the Village the identity of all persons holding an ownership interest in the Developer and the percentage of such interest, said disclosure to be form reasonably satisfactory to the Village, and shall certify that no member, official, or employee of the Village has or shall have any personal interest, direct or indirect, in the Development or this Agreement. The disclosure shall be updated within ten (10) business days of any change of ownership, or written request from the Village Administrator.

V. **Payment of Taxes.** The Developer shall pay, when due, all real estate taxes and special assessments in respect to the Development for that portion of the Property that is owned by the Developer. Failure to timely pay said taxes and/or special assessments shall constitute a breach of this Agreement, subject to the

Notice and cure provisions set forth in Section 7 of this Agreement. The Developer may not file any claim or appeal contesting the validity or amount of any real estate property tax assessment for any portion of the Property owned by the Developer until the expiration of the TIF District without express notice to the Village.

W. **Limited Right of Assignment.** Until the obligation referenced in Section 4.A.1 of this Agreement has been paid or forgiven in full Developer shall: (a) not assign its interests in this contract, the Property, or the Development without the express written approval of the Village; and (b) own and operate, or cause an entity to own and operate, the Development in accordance with this Agreement and Ordinance 23-12. Any approved assignment shall include such information as may reasonably be requested to indicate that the operation of the Development will continue to be managed and operated in the manner that benefits the goals and objectives of the Redevelopment Plan. The Assignee shall have executed and delivered to the Village an instrument signed by the Assignee stating that the Assignee agrees to be bound by all terms in this Agreement.

SECTION 4. VILLAGE OBLIGATIONS.

A. **TIF Economic Incentives.** Provided that the Developer is not in default of its obligations set forth in this Agreement, and upon proof satisfactory to the Village, including but not limited to copies of final invoices, signed and notarized final lien waivers, and proof of payment, that the Developer has paid for expenses which qualify as Redevelopment Project Costs as defined in the TIF Act (the "**TIF Eligible Expenses**") of at least five million, nine hundred and fifteen thousand, seven hundred and sixty-two dollars (\$5,915,762), the Village shall provide the following TIF Economic Incentives:

1. **TIF Cash Incentive.** The Village shall, as a TIF cash incentive reimburse the Developer for TIF Eligible Expenses actually paid by the Developer (the "**TIF Cash Incentive**"). However, under no circumstances shall the TIF Cash Incentive paid to the Developer exceed four million dollars (\$4,000,000). The TIF Cash Incentive shall be provided as follows:
 - a. **First Cash Incentive Payment.** Upon the completion of the demolition of all buildings on the Property and all environmental remediation work set forth in **Exhibit F**, the Village will pay the Developer for up to two million, two hundred and fifty thousand dollars (\$2,250,000) ("**First Cash Incentive Payment**") to reimburse the Developer for TIF Eligible Expenses actually paid by the Developer, including but not limited to demolition, environmental and debris removal work, and related engineering services necessary to produce site improvement plans and construction documents. The First Cash Incentive Payment shall be paid as follows:
 - i. Developer may submit up to three (3) requests for reimbursement of TIF Eligible Expenses (payment of the First Cash Incentive Payment), but not more than once every thirty (30) days. Each request shall include: (1) a letter requesting reimbursement of TIF Eligible Expenses pursuant to this Section 4.A; (2) copies of all final invoices showing the cost of materials and services to support this request; (3) signed and notarized final lien waivers from all of Developer's contractors, subcontractors, employees, or individuals providing material or services with respect to this request; (4) proof of payment of all costs associated with this request; and (5) a report of the final inspection verifying the work completed with respect to this request has been completed in accordance with the Final Plans and Specifications.
 - ii. Within sixty (60) days after receiving a complete submittal, the Village shall (i) send the Developer written notice approving the Reimbursement Expenses and issue a check to the Developer for submitted Reimbursement Expenses pursuant to this Agreement or (ii) send the Developer written notice reasonably disapproving the Reimbursement Expenses and specify the reason for such disapproval in reasonable detail, in which case Developer may resubmit the request for reimbursement after correcting the disapproved items.
 - b. **Second Cash Incentive Payment.** Within thirty (30) days of the Developer's

submittal to the Village of certificates of occupancy for twenty-nine (29) Townhome Units and verification of notice to the Cook County Assessor of said certificates of occupancy in the form of a submitted New Construction Reporting Form attached hereto as **Exhibit C**, the Village shall make an additional cash payment to the Developer in the amount of seven hundred and fifty thousand dollars (\$750,000) dollars to reimburse the Developer for TIF Eligible Expenses actually paid by the Developer. If the County does not issue a receipt establishing the date of submission, such verification shall be established by an affidavit or certification delivered by the Developer to the Village Administrator setting forth the date of notice.

- c. **Third Cash Incentive Payment.** Within thirty (30) days of the Developer's submittal to the Village of certificates of occupancy for twenty-nine (29) Townhome Units and verification of notice to the Cook County Assessor of said certificates of occupancy in the form of a submitted New Construction Reporting Form attached hereto as **Exhibit C**, the Village shall make an additional cash payment to the Developer in the amount of one million (\$1,000,000) dollars to reimburse the Developer for TIF Eligible Expenses actually paid by the Developer.
- d. **Right of Reimbursement of TIF Cash Incentive.** If for any reason the Developer fails to obtain certificates of occupancy for at least fifty-nine (59) Townhome Units within seven (7) years after the Village makes any payment to the Developer pursuant to Section 4.A.1 (the TIF Cash Incentive), then upon sale or transfer of title to the Property or any part thereof, other than a sale of a residential unit for which a certificate of occupancy has been issued, the Developer shall reimburse the Village for any TIF Cash Incentive payment made to the Developer, less the remaining balance of the Surety Bond at that time.

2. **TIF Notes.** Within thirty (30) days of the Developer's submittal to the Village of certificates of occupancy for eighty-nine (89) Townhome Units (100% of the Townhome Units in the Project) and verification of notice to the Cook County Assessor of said certificates of occupancy in the form of a submitted New Construction Reporting Form attached hereto as **Exhibit C**, and all building permits for the Project have been closed out, and provided the preconditions listed herein have been satisfied, the Village shall issue one or more TIF Notes (as such term is hereinafter defined) as Tax Exempt Obligations (as such term is hereinafter defined) in such an amount to provide net proceeds to Developer of one million, nine hundred and fifteen thousand, seven hundred and sixty two dollars (\$1,915,762) to reimburse the Developer for TIF Eligible Expenses not having been reimbursed by the TIF Cash Incentive. Preconditions to Issuance (the "**TIF Notes**").

- a. **Preconditions.** The Village shall not be required to issue the TIF Notes until all the following preconditions are met:
 - i. Certificates of Occupancy have been issued for eighty-nine (89) of the Townhome Units of the Project;
 - ii. Developer has made full Sales True-Up Payment to the Village pursuant to Section 4.A.2.b;
 - iii. Developer is in material compliance with all the terms and conditions of this Agreement, to be performed and/or observed and Developer is not in default under this Agreement subject to its right to cure;
 - iv. Developer has provided sufficient proof to the Village that it is current with all state and local tax obligations;
 - v. The Village and the Developer are in receipt of an opinion of bond counsel that (a) the interest paid and received on the TIF Notes are not includible in the gross income of the registered owners thereof under the Internal

Revenue Code for federal income tax purposes, subject to customary qualifications and exceptions, and (b) the TIF Notes are valid and legally binding and enforceable obligations of the Village, subject to customary qualifications and exceptions;

- vi. The Developer has provided the Village with all documentation requested by the Village to evidence the cost of the TIF Eligible Expenses, such records to include, but not be limited to, all contracts with general contractors and all subcontractors, contractors sworn affidavits, lien waivers, copies of checks and any other documentation specified by the Village and/or in the possession of the Developer;
 - vii. Developer has provided evidence to the Village that there are no uncontested liens on either the Development or the Property, it being agreed that the Developer may contest any lien claims so long as such contest is in good faith and based on reasonable grounds.
- b. **Sales True-Up Payment.** Prior to the issuance of the TIF Notes and after the Developer has transferred title to all Townhome Units to third party purchasers thereof, the Developer shall provide to the Village evidence of actual sales prices for each of the eighty-nine (89) Townhome Units (the "Actual Sales Prices").

After the provision of the Actual Sales Prices to the Village, the Developer shall make payment to the Village in the amount of fifty percent (50%) of the difference between the (a) total of the Actual Sales Price for all Unit Types described in the table below and (b) the total of the amount of the Base True-Up Sales Prices for each of the individual Unit Types described in the table below (the "Sales True-Up Payment").

Unit Type	Base True-Up Sales Prices
540 Unit (Interior Unit)	\$529,115
540 Unit (End Unit)	\$563,623
550 Unit (interior Unit)	\$552,120
550 Unit (End Unit)	\$586,628
560 Unit (End Unit)	\$609,633

- c. **TIF Note Payment Source.** The TIF Notes shall be payable solely from the incremental property tax generated by the Property in accordance with the TIF Act, minus any required payments to other taxing districts, including payments to school districts made pursuant to 65 ILCS 5/11-74.4-3(q) (7.5 and 7.7) (the "**Available IPT Revenue**").
- d. **Tax Exempt Obligations.** The Village shall not be required to issue any TIF Notes as tax exempt obligations pursuant to Section 103 of the Internal Revenue Code (the "**Tax-Exempt Obligations**") unless the Village shall receive an opinion of nationally recognized Bond Counsel acceptable to the Village that the interest paid and received on such TIF Notes are not includible in the gross income of the registered owners thereof under the Internal Revenue Code for federal income tax purposes, subject to customary qualifications and exceptions. To assist the Village in obtaining such opinion, the Developer shall provide any information that Bond Counsel may reasonably request be provided. The Village shall use good faith efforts to obtain such opinion so that the TIF Notes can be issued as and when contemplated by the above provisions. The Owners acknowledge and agree that the Village's inability to issue any TIF Notes as Tax-Exempt Obligations shall not be a Village Event of Default.
- e. **Interest and Payment.** Interest on each of the TIF Notes will accrue from and after the issuance at the rate equal to the BBB 20-Year G.O. Bond Index as published by

Reuters Municipal Market Data ("MMD") plus 275 basis points, and not to exceed eight and one-half percent (8.5%) and will compound annually. The Village will begin to make payments on the TIF Notes on February 1 of the year following the first TIF Note's issuance Date. The Village will not be entitled to prepay a TIF Note for a period of five (5) years the issuance date without the Developer's prior written consent, but may in its sole discretion prepay any or all TIF Notes any time thereafter Concurrently with the issuance of each TIF Note, the Village will issue an amortization schedule for such Note and establish annual payment dates for such Note pursuant to such schedule.

- f. **Terms of TIF Notes.** Each TIF Note will:
- i. Be substantially in the form as **Exhibit G**;
 - ii. Evidence the Village's obligation to reimburse the Developer for TIF Eligible Expenses, subject to and in accordance with the provisions of this Agreement;
 - iii. Have a maximum interest rate of eight and one-half percent (8.5%) calculated based on a 30 day/360-day year and will be payable semi-annually;
 - iv. Mature twenty (20) years from the date of the issuance thereof, unless the TIF District will expire prior to such date, in which case, the TIF Notes will mature on the expiration date of the TIF District;
 - v. Be secured solely by and payable from the Available IPT Revenue generated by this Project, as provided in, and subject to the limitations set forth in, this Agreement;
 - vi. Provide that the Village will have no obligation whatsoever to make any payments in excess of the TIF Eligible Expenses that have been: (i) actually incurred by the Developer; (ii) certified by the Village by issuance of Certificates of Expenditure; (iii) qualify as "redevelopment project costs" as defined in the TIF Act; and (iv) Authorized to be paid pursuant to this Agreement, the TIF Act and the terms of the TIF Note;
 - vii. Provide that each payment will be applied first to accrued but unpaid interest, second to current interest, and third to principal and that, with respect to the Available IPT Revenue;
 - viii. If requested by the Developer, provide for the capitalization of interest, a debt service reserve fund, and any other features reasonably necessary or desirable to make such TIF Notes marketable;
 - ix. Be assignable or be able to be pledged as collateral by Developer; and
 - x. Be saleable or assignable at any time to: (i) a Qualified Institutional Buyer as defined under Rule 144A of the 1933 Securities Act; (ii) Accredited Investor as defined by the Securities and Exchange Commission under Regulation D, (iii) any entity controlling, controlled by or under common control with Developer or (iv) any entity in which the majority equity interest is owned by the parties that have a majority equity interest Developer.
- g. **LIMITED OBLIGATION OF THE VILLAGE.** THE TIF NOTES SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE VILLAGE, NOR SHALL THEY BE SECURED BY THE FULL FAITH AND CREDIT OF THE VILLAGE. THE DEVELOPER HEREBY ACKNOWLEDGES THAT THE PLEDGED TIF TAXES MAY BE INSUFFICIENT TO COVER THE PAYMENT OF ALL PRINCIPAL AND INTEREST ON THE TIF NOTES, IF THE PLEDGED TIF TAXES ARE

INSUFFICIENT, DEVELOPER HEREBY ACKNOWLEDGES THAT IT SHALL HAVE NO RECOURSE AGAINST THE VILLAGE, OTHER THAN ENFORCING THE VILLAGE'S OBLIGATIONS (I) TO DEPOSIT REQUIRED PLEDGED TIF TAXES IN THE INCREMENTAL PROPERTY TAX FUND, , AND (II) USE THE PLEDGED TIF TAXES TO PAY THE PRINCIPAL AND THE INTERST DUE ON THE TIF NOTES AS REQUIRED BY THIS AGREEMENT AS ALLOWED BY THE TIF ACT AND THIS AGREEMENT.

- h. **Creation of Separate Tax Code.** The Parties acknowledge that (i) under the TIF Act, the Cook County Clerk is required, for each individual tax parcel within the TIF District with a current equalized assessed value (EAV) greater than its initial EAV, to annually calculate, allocate, collect, and pay to the Village an amount equal to the incremental property taxes (the "Incremental Property Taxes") attributable to such increase, (ii) as a matter of practice, the Cook County Clerk has not always followed this requirement and, instead of calculating Incremental Property Taxes on a parcel-by-parcel basis, has calculated Incremental Property Taxes on an aggregate basis, taking the entire Incremental Property Taxes for an entire redevelopment Project area, reducing that amount by the total reduction in property taxes that are paid for tax parcels that have a then-current EAV that is less than the Initial EAV, and allocating proportionate shares of that aggregate amount to the tax parcels within the Development area that have current EAV s greater than the Initial EAV, (iii) the "aggregate" method could result in an improper overpayment to certain taxing bodies and an improper underpayment of Incremental Property Taxes to the Village, and (iv) to avoid such improper underpayments, the Cook County Clerk and Cook County Assessor have sometimes assigned specific and unique tax code designations to certain tax parcels within a Development area to effectively allow Incremental Property Taxes to be calculated on a the basis of the tax codes and TIF Act. The Village shall, within ninety (90) days after the recordation of the Final Plat of Subdivision, submit a request to the Cook County Clerk to petition for a separate tax code for the Property. The Village and Developer (at no additional cost to Developer) shall work cooperatively with the Offices of the Cook County Clerk and Assessor to create a separate tax code designation for the tax parcels located within the Property, so that Incremental Property Taxes can be properly calculated for the Property independent of other parcels within the Development area.
- i. **Village Representations.** During the Term, the Village covenants and agrees that, until all payments due to Developer have been made, the Village: (1) unless required by law, shall not revoke the TIF Ordinances; (2) shall not commingle the Incremental Property Taxes with any other municipal debt obligations; (3) shall not pledge or apply any portion of the Incremental Property Taxes to any other purpose or the payment of any other obligation of the Village other than as set forth in this Agreement; (4) upon written request by Developer or its attorneys, shall provide Developer (within thirty (30) calendar days after receiving such request) with a copy of documentation submitted to the State of Illinois pursuant to reporting requirements in the Act; (5) shall provide copies to the Developer of any P.I.N, tax code segregation direction notices required to be filed with Cook County pursuant to Section 4(B) above; and (6) shall comply with all annual reporting requirements in the Act.

SECTION 5. MUTUAL OBLIGATIONS.

A. **Documents.** The Parties agree to take such actions, including the execution and delivery of such documents, as well as the adoption of such ordinances and resolutions, as may be necessary or appropriate, from time to time, to carry out the terms, provisions, and intent of this Agreement and to aid and assist each other in carrying out such terms, provisions, and intent.

B. **Government Approvals.** The Parties shall cooperate fully with each other in implementing the Development and in seeking and obtaining from any or all appropriate governmental bodies (whether federal,

state, county or local) any necessary permits, entitlements, and approvals, required or useful for the improvement of property and construction of the Development in and on the Property, or for the provision of services to the Property. The Village shall expeditiously and fairly process all properly filed applications for permits and approvals necessary for the Development including, without limitation, building permits and certificates of occupancy.

C. **Timeline.**

1. Time is of the essence to this Agreement. The Parties will each proceed with commercially reasonable diligence to submit and process all required applications, issue all approved permits, and complete the construction of the Development.
2. A Party shall not be deemed in default of this Agreement if such Party's failure to timely perform was reasonably caused by war, acts of God, strikes, labor disputes, labor shortages, reasonably unavoidable disruptions to supply chains for materials, pandemic, delay in issuance of necessary permits or authorizations by any governmental body, including but not limited to the Village, through no fault of the Developer or similar causes beyond the reasonable control of such Party ("*Force Majeure*"). If a Force Majeure event occurs, which caused a delay, a Party seeking to claim Force Majeure as the basis for an extension, shall serve notice of its claim for Force Majeure and supporting specific third-party documentation within five (5) business days from the start of the Force Majeure event. Any extension for the completion of the incomplete performance shall be equal to the period of the duration of the delay caused thereby.

SECTION 6. INSURANCE AND INDEMNIFICATION

A. **Insurance.** The Developer, and any successor in interest to the Developer, shall obtain or cause to be obtained and continuously maintained when required during the Term of this Agreement, the insurance as set forth below. The Developer shall provide a copy of all policies to the Village with proof that the premiums for such insurance have been paid and the insurance is in effect. The insurance coverage described below is the minimum insurance coverage that the Developer must obtain and continuously maintain.

1. Developer (or Developer's contractor) shall during any period of construction, maintain:
 - a. Worker's Compensation insurance with statutory coverage and Employers' Liability coverage of at least five hundred thousand dollars (\$500,000) per accident;
 - b. Commercial General Liability insurance (including operations, contingent liability, operations of subcontractors, and contractual liability insurance) with limit of not less than one million dollars (\$1,000,000) combined single limit per occurrence for bodily injury, and property damage and one million dollars (\$1,000,000) per occurrence for personal Injury with a general aggregate of two million dollars (\$2,000,000); and
 - c. Business Automobile Liability: One million dollars (\$1,000,000) combined single limit per accident-for bodily injury and property damage.
2. Developer (or Developer's contractor) shall during any period of construction maintain builders risk insurance on a completed value basis in non-reporting form, against all risks of physical loss, including collapse and water damage with no exclusion for flood and hydrostatic pressure, covering the total value of work performed and equipment, supplies and materials furnished for the project development (including on-site stored materials) as to all work by Developer. The Village shall be named as loss payee under this policy.
3. After completion of construction of a Townhome Unit and until Developer closes on the sale of such Townhome Unit to a third-party homeowner, the Developer shall maintain property insurance and extended coverage on a replacement basis for the insurable value of the Development as valued from time to time.

4. All such policies shall be in such form and issued by such companies as shall be acceptable to the Village to protect the Village and Developer against any liability incidental to the use of or resulting from any claim for injury or damage occurring in or about the Project, or the construction and improvement thereof by Developer, except to the extent arising from Village (or its agents, employees and contractors) acts or omissions (in which case the Village shall look solely to its own insurance).
5. Alternatively, Developer, may satisfy its insurance obligations in this Article by way of a blanket policy or policies which includes other liabilities, properties and locations having a per occurrence liability of three million dollars (\$3,000,000) and a general policy aggregate of at least ten million dollars (\$10,000,000). The Village shall have the right to review any blanket policy or policies to determine that such coverage is in compliance with the requirements contained herein and shall have the right to reject any blanket policy or policies if they do not comply with the requirements contained herein.
6. Each such policy (except Worker's Compensation) shall name the Village, its officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of the Developer's work, including activities performed by or on behalf of the Developer; products and completed operations of the Developer (or Developer's Contractor); premises owned, leased or used by the Developer; or automobiles owned, leased, hired or borrowed by the Developer. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, agents, employees, and volunteers. The policy shall contain an affirmative statement by the issuer that it gives written notice to the Village at least 30 days prior to any cancellation or an amendment of its policy. The Developer shall provide the Village a replacement certificate prior to expiration of any policy.
7. The Developer's insurance coverage shall be primary and non-contributory as respects the Village its officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the Village, its officials, employees, agents, and volunteers shall be in excess of Developer's insurance and shall not contribute with it.
8. The Developer's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Developer's insurance shall apply separately to each insured against who claim is made or suit is brought, except with respect to the limits of the insurer's liability.
9. The Developer shall furnish separate certificates and endorsements from each contractor or subcontractor subject to all the requirements herein. The subcontractors are not included under the Developer's policies.
10. The Developer shall furnish the Village with certificates of insurance showing the coverage as required herein with original additional insured endorsements naming the Village, its officials, employees, agents, and volunteers as additional insureds. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village before any work commences.

B. **Village Review.** Subject to and except as otherwise provided in the provisions of Section 6 of this Agreement, the Developer acknowledges and agrees that the Village is not, and shall not be, in any way liable for any damages or injuries that may be sustained as the result of the Village's review and approval of any plans or failure to review and approve any plans for the Property or the Development, or the issuance of or failure to issue any approvals, permits, certificates, or acceptances for the development or use of the Property or the Development, and that the Village's review and approval of those plans and the Development and issuance of those approvals, permits, certificates, or acceptances does not, and shall not, in any way, be deemed to insure the Developer, or any of its heirs, successors, assigns, tenants, invitees, and licensees, or any other person, against damage or injury of any kind at any time.

C. **Indemnification of Village.** Developer, its successors and assigns shall defend, indemnify and

hold harmless the Village and its elected or appointed officers and officials, trustees, agents, volunteers, representatives and/or employees, from and against any and all civil liabilities, actions, responsibilities, obligations, losses, damages and claims, and all costs and expenses, including but not limited to attorney's fees and expenses (collectively, "Losses") pursuant to any federal, state and local laws including the common law), statutes, ordinances, rules, regulations and other requirements relating to or which the Village and/or its elected or appointed officers and officials, trustees, agents, volunteers, representatives and/or employees may incur from or on account of Developer's use of the Property, any tests or surveys conducted by the Developer, and the construction of the Development, including but not limited to any Losses incurred which are based on tort law, wrongful death and/or a personal injury claim, suit or action and/or any Losses and claims relating to environmental investigation, cleanup, or abatement, whether asserted or unasserted, direct or indirect, existing or inchoate, known or unknown, having arisen or to arise in the future, and in any manner whatsoever incurred by reason of Developer's or worker's activities or inactivities at the Property or the Development. It is expressly understood, agreed upon and the specific intent of this Agreement that the Village and its elected or appointed officers and officials, trustees, agents, volunteers, representatives and/or employees will not assume responsibility for the actions of Developer or any of the workers or other persons on the Property. As between the Village and its elected or appointed officers and officials, trustees, agents, volunteers, representatives and/or employees and Developer, Developer shall always be held solely responsible to all persons on the Property present there because of the Development and work thereon. Developer and its successors and assigns hereby agree to release, waive, covenant not to sue and forever discharge the Village and its elected or appointed officers and officials, trustees, agents, volunteers, representatives and/or employees, for any claim, suit or action, whether or not well founded in fact or in law, which Developer and the workers have, or may have, arising out of the Development, except to the extent that any contamination occurs as a result of actions taken after the date of this Agreement by the Village or any of its elected or appointed officers and officials, trustees, agents, volunteers, representatives and/or employees, and except for any claim or action which Developer, its successors and assigns may have under this Agreement.

SECTION 7. DEFAULT

A. **Events of Default by Developer.** The following shall constitute events of default by the Developer:

1. Any material misrepresentation made by the Village in this Agreement, or in any related agreement or document.
2. Failure to comply with any material obligation or covenant contained in this Agreement, or any ordinance, or other agreement or financing document requiring performance by Developer regarding the Development throughout the term of this Agreement, subject to Force Majeure not cured within the time period set forth in Section 7(C) below.
3. The commencement by Developer of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or the consent by Developer to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, (or similar official) of Developer or of any substantial part of the Property, or the making by any such entity of any assignment for the benefit of creditors or the failure of Developer generally to pay such entity's debts as such debts become due or the taking of action by Developer in furtherance of any of the foregoing, or a petition is filed in bankruptcy by others and not dismissed within thirty (30) consecutive days;
3. The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of Developer in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, (or similar official) of Developer for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order unstayed and in effect for more than thirty (30) consecutive days.
5. After work begins on the Development, work stops for more than one hundred and twenty

(120) consecutive days for any reason other than: (i) Force Majeure or (ii) if Developer is ahead of its planned construction schedule, where work does not recommence within the time period set forth in Section 7(C) below.

6. Developer materially fails to comply with applicable governmental codes and regulations in relation to the construction and maintenance of the buildings contemplated by this Agreement or the approved plans, which failure is not cured within the time period set forth in Section 7(C) below.
7. Developer refuses or fails to construct the Development in substantial conformance with the final plans and specifications (subject to any modifications approved by the Village), which refusal or failure is not cured within the time period set forth in Section 7(C) below.

B. **Events of Default by Village.** Events of default by the Village include without limitation the following:

1. Any material misrepresentation made by the Village in this Agreement, or in any related agreement or document; or
2. Failure to perform any material obligation or covenant contained in this Agreement, subject to Force Majeure not cured within the time period set forth in Section 7(C) below .

C. **Cure Provisions.** In the event of a default, the defaulting Party shall have thirty (30) days after receipt of a Notice of Default from the non-defaulting Party setting forth the nature of the default, to cure the default or, if the nature of the default is such that additional time is required to effect such cure, then such longer period as may be reasonably required, provided that the defaulting Party is diligently pursuing such cure.

D. **Default by Developer Prior to Sale of All Townhome Units.** If after receipt of written notice, the Developer fails to timely cure a default as set forth above, and such uncured default occurs prior to certificates of occupancy being issued for all eighty-nine (89) Townhome Units, the Village shall have, in addition all remedies at law and equity, any or all the following remedies:

1. The Village may terminate this Agreement, in which case the Developer will reimburse the Village for all of its out-of-pocket costs, including attorney's fees relating to said default and this Agreement.
2. The Surety Bond shall immediately come due, and the Village may pursue its remedies under the Completion Bond in addition to proceeding with any other remedy unless the Developer elects to pay any such financial obligations in lieu of a draw on the bond.
3. At the Village's option, the Developer shall correct or rebuild any part of the Development that has not been developed in accordance with the Final Plans and Specifications or restore the Property to a developable condition or as otherwise directed by the Village Administrator.

E. **Default.** In the event of a default, after receipt of a Notice of Default from the non-defaulting Party setting forth the nature of the default, and the expiration of the cure provision set forth in Section C, the non-defaulting party shall have all remedies at law and in equity.

F. **Attorney's Fees.** In the event of a default, the defaulting Party shall pay all the non-defaulting Party's reasonable court costs, witness fees, discovery-fees and attorneys' fees, and the court may allocate such fee award to each Party to the extent the court finds each Party to have culpability.

G. **Consequential Damages.** Neither Party shall be liable to the other for consequential damages or lost profits except as otherwise specifically provided in this Agreement.

SECTION 8. DEVELOPMENT PROVISIONS

A. **Use of Demolished Concrete as Trench Backfill.** The Developer shall have the right crush concrete on the Property resulting from the demolition of existing structures and utilize such crushed concrete as trench backfill as required for the Development pursuant the rules and regulations of the Village and any other agency having regulatory authority over the use.

B. **Codes and Ordinances.** All codes, ordinances, rules and regulations of the Village in effect as of the date hereof which relate to building, housing, plumbing, electrical and related restrictions affecting development of the Property shall continue in effect, insofar as they relate to the development of the Property, during the entire Term of this Agreement, except as otherwise provided herein, and except to the extent that said codes, ordinances, rules and regulations are amended on a general basis so as to be applicable to all property within the Village for purposes of directly furthering the public health and safety. If less restrictive codes are adopted and allowed for new developments, any less restrictive code provision shall apply to the Development.

C. **Right to Connect to Sanitary Lines.** The Village presently owns sanitary system lines within the Village. The sanitary system presently has sufficient capacity to collect and process all sewage produced from the Development. Developer shall have the right to connect the Development to the system in accordance with approved engineering plans.

D. **Right to Connect to Water Lines.** The Village owns and operates a potable water supply and distribution system within its borders. The system presently has sufficient capacity to serve the potable water and fire suppression requirements of the Development. Developer shall have the right to connect the Development to the system in accordance with approved engineering plans.

E. **Government Approvals.** The Parties shall cooperate fully with each other in implementing the Development and in seeking and obtaining from any or all appropriate governmental bodies (whether federal, state, county or local) any necessary permits, entitlements, and approvals, required or useful for the improvement of property and construction of the Development in and on the Property, or for the provision of services to the Property. The Village shall expeditiously and fairly process all properly filed applications for permits and approvals necessary for the Development including, without limitation, building permits and certificates of occupancy.

G. **Hours for Construction.** Hours of construction generating loud noises shall be limited to the days and hours set forth in Section 10-1-4:B of the Morton Grove Municipal Code.

H. **Sales and Construction Facilities.** Subject to Village issuance of a site development permit for the Property, Developer shall have the right to erect and maintain one (1) temporary sales trailer and one (1) construction trailer on the Property. The locations of the temporary sales trailer and construction trailer are depicted in **Exhibit H1** and may be installed subject to Village permitting requirements.

I. **Model Home.** Three Townhome Units as depicted in **Exhibit H1** on Lot 1 may be used as model homes ("Model Homes"). The Model Homes may be occupied solely for model home display and sales purposes once a temporary certificate of occupancy has been issued for the Model Homes. At any time after approval of the Ordinance, Developer's acquisition of the Property, issuance of a site development permit and posting of the Performance Guarantee and Surety Bond, the Village will issue upon Developer's request, a permit for construction of the building in which the model homes reside provided the permit application and supporting plans meet all applicable code requirements. Such construction may proceed concurrently with demolition and remediation.

The garages appurtenant to the Model Homes may be used as a sales office. The sales office layout within such garage(s) is depicted on **Exhibit H2**. **Exhibit H2** is approved subject to Village permitting requirements. A permanent or temporary accessible bathroom shall be installed to serve the model homes as required by the Village Administrator or his/her designee.

Permanent certificates of occupancy for the three (3) Townhome Units to be used as Model Homes will not be issued until the Model Homes have been converted to three (3) residential dwelling units as required by the PUD. The temporary certificate of occupancy for the Model Homes shall expire ninety (90) days after issuance of certificates of occupancy for eighty-six (86) Townhome Units.

J. **Signage.** Depictions of signage and signage locations are set forth in **Exhibit H3**. The Signage

appearance and locations depicted in **Exhibit H3** are hereby approved for construction subject to subject to Village permit requirements. Signage shall be subject to Village permitting requirements and shall be installed on a stable structure with an approved anchorage.

K. **Early Home Construction.** The Developer may also begin construction at its sole risk of up to three (3) buildings in addition to the Model Homes, on lots 8, 9 and 10 as depicted on the Final Plat of Subdivision ("Early Construction Homes") at any time after Developer's acquisition of the Property, issuance of a site development permit, Village access for inspections, issuance of a building permit for the Early Construction Homes, and posting of the Performance Guarantee and Surety Bond. No certificate of occupancy will be issued for the Early Construction Homes until the site developments are complete, and all Village occupancy permit requirements are met.

L. **Temporary Construction Easement on 8300 Parcel.** The Village will grant Lexington a temporary construction easement to facilitate the elevation modifications to the northern portion of the property located at 8300 Lehigh Avenue, Morton Grove, Illinois 60053 ("8300 Parcel") to facilitate the construction of an overland flow route along the shared lot line between the 8300 Parcel and the Property. This will include clearing, grading, and pavement modification. The final location and terms of the temporary construction easement will be subject to approval by the Village Administrator or his/her designee.

M. **Proposed Water Main Easement on 8300 Parcel.** The Village will grant a non-exclusive water main easement ("WME") adjacent to portions of the north property line of the 8300 Parcel for the purposes of installing and maintaining an eight-inch (8") water main. The water main located within the proposed WME can be used to serve the 8300 Parcel upon redevelopment of 8300 Parcel. The final location and terms of the WME will be subject to approval by the Village Administrator or his/her designee.

N. **Expansion of Stormwater Management Basin.** Developer is providing a Stormwater Management Basin on the Property ("Property Basin") to serve the redevelopment of the Property only, that includes storage provisions to satisfy the requirements of the Metropolitan Water Reclamation District of Greater Chicago (MWRDGC) for Volume Control and Detention Storage. Upon the redevelopment of the 8300 Parcel, the Village will need to comply with the applicable portions of the MWRD Watershed Management Ordinance (WMO) for Volume Control and Detention Storage. In order to facilitate maximizing the buildable area on the 8300 Parcel, Developer agrees to cooperate with the Village to submit for a revision to the MWRD WMO permit for the Property for expansion of the Property Basin onto the 8300 Parcel (when complete, "Regional Basin"), including a modification to the size of the restrictor, as applicable. The Developer will cooperate with the Village to allow the Village to expand the Property Basin to also serve the 8300 Parcel. The design, plan revisions, permit revisions, construction, and easement for the expansion shall be at the Village's sole expense. The owners' association for Metro on Main will be responsible to maintain the Regional Basin to a standard acceptable to the Village and all regulatory authorities. The cost of maintenance shall be allocated to the Metro on Main owners' association and the Village according to the respective Regional Basin volume lying on each of the Parties' land. The Parties agree that the Village will not require Developer's cooperation until after the MWRD WMO permit is issued for the redevelopment of the Property.

SECTION 9. GENERAL PROVISIONS.

A. **No Individual or Personal Liability.** Notwithstanding any other statement in this Agreement, the Parties agree that the representations made by the Village in this Agreement and incentives offered herein are made on behalf of the Village, and the Village President, the Village Board of Trustees, and Village Staff are not making such representations personally, are not Parties to this Agreement, and shall incur no personal liability in conjunction with this Agreement, and that the representations made by the Developer are made by and on behalf of Developer, and the Developer's owners, members, officers, directors, employees and agents are not making such representations personally, are not Parties to this Agreement, and shall incur no personal liability in conjunction with this Agreement.

B. **No Third-Party Beneficiaries.** This is made for the benefit of the Parties and there are no third-party beneficiaries.

C. **Notice.** Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return

receipt requested, and deposited in the U.S. Mail, postage prepaid, (iv) by electronic internet mail ("e-mail"). E-mail notices shall be deemed valid only to the extent that they are (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three (3) business days thereafter at the appropriate address set forth below. Unless otherwise provided in this Agreement, notices shall be deemed received after the first to occur of (a) the date of actual receipt; or (b) the date that is one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) the date that is three (3) business days after deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each party to this Agreement shall have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the Village shall be addressed to, and delivered at the following addresses:

Ralph E. Czerwinski, Village Administrator
The Village of Morton Grove
6101 Capulina Avenue
Morton Grove, Illinois 60053

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

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

Nathan Wynsma
Metro on Main L. L. C. an Illinois limited liability company
1731 N. Marcey St. #200
Chicago, IL 60614
773-598-8400
nwynsma@lexingtonchicago.com

Wayne Moretti
Metro on Main, L. L. C. an Illinois limited liability company
1731 N. Marcey St. #200
Chicago, IL 60614
wmoretti@lexingtonchicago.com

Mark Eiden, Attorney
Mark C. Eiden & Associates, PC
40 Club Circle
Lake Barrington, IL 60010
847-641-3680
meiden@eidenlaw.com

The Village will deliver all notices of default by the Developer as required by this Agreement to the Developer's Lender at the address specified below:

Associated Bank, National Association
525 West Monroe,
Suite 2400 Chicago, IL 60661
Attn: Andrew S. Roberts

Dykema Gossett PLLC
10 South Wacker Drive, Suite
2300 Chicago, Illinois 60606

Attn: Michael S. Kurtzon

D. **Rights Cumulative.** Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

E. **No Waiver.** The parties shall be under no obligation to exercise any of the rights granted to it in this Agreement. The failure of either party to exercise at any time any right granted to a party shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the party's right to enforce that right or any other right.

F. **Governing Law.** This Agreement shall be governed by, and enforced in accordance with, the internal laws, of the State of Illinois. Any action to enforce this Agreement shall be filed in the Circuit Court of Cook County, Illinois.

G. **Severability.** It is hereby expressed to be the intent of the Parties that should any provision, covenant, agreement, or portion of this Agreement or its application to any person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application to any person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

H. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements and negotiations between the Parties, whether written or oral, relating to the subject matter of this Agreement.

I. **Interpretation.** This Agreement shall be construed without regard to the identity of the Party who drafted the various provisions of this Agreement. Moreover, every provision of this Agreement shall be construed as though all Parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting Party shall not be applicable to this Agreement.

J. **Amendments and Modifications.** No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all Parties to this Agreement in accordance with all applicable statutory procedures.

K. **Authority to Execute.** The Village hereby warrants and represents to the Developer that the persons executing this Agreement on its behalf have been properly authorized to do so by the Corporate Authorities. The Developer hereby warrants and represents to the Village (i) that it has the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and to bind the Property as set forth in this Agreement, (ii) that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken, and (iii) that neither the execution of this Agreement nor the performance of the obligations assumed by the Developer will (a) result in a breach or default under any agreement to which the Developer is a party or (b) violate any statute, law, restriction, court order, or agreement to which the Developer is subject.

L. **No Joint Venture.** Nothing contained in this Agreement is intended by the Parties to create a joint venture between the Parties. It is understood and agreed that this Agreement does not provide for the joint exercise by the Parties of any activity, function, or service, nor does it create a joint enterprise, nor does it constitute either Party as an agent of the other for any purpose whatsoever. Nothing in this Agreement shall be construed to make the Parties hereto partners or render either of said Parties liable for the debts or obligations of the other.

M. **Counterparts.** This Agreement may be executed in counterpart, each of which shall constitute an original document, which together shall constitute one and the same instrument.

N. **Successors and Assigns.** This Agreement shall benefit, and be binding on, successors, assigns and grantees of the Village and Developer and shall constitute a covenant running with the land. This Agreement

shall not be assignable by the Developer without the Village's written permission.

O. **Sale.** The use of the terms "sale," "sale of Townhome Units" or terms of similar import, unless specifically stated otherwise herein, shall mean an arm's length sale transaction to a third-party member of the public and not a forced sale or sale to another developer.

P. **Exhibits.** The following Exhibits attached to this Agreement are, by this reference, incorporated in, and made a part of this Agreement:

Exhibit A	Property Legal Description – 8350 Lehigh Avenue
Exhibit B1	Performance Guarantee
Exhibit B2	Surety Bond
Exhibit C	Cook County Assessor New Construction Reporting Form
Exhibit D	Required Utility Line Burial
Exhibit E	Construction Schedule
Exhibit F	Demolition and Remediation
Exhibit G	TIF Note Form
Exhibit H1	Temporary Sales Trailer, Construction Trailer and Model Units Location
Exhibit H2	Sales Office
Exhibit H3	Signage Guide

In the event of a conflict between an exhibit and the text of this Agreement, the text of this Agreement shall control.

SIGNATURES FOLLOW ON NEXT PAGES

IN WITNESS WHEREOF, the Parties above written.

ATTEST:

By: _____
Eileen Scanlon Harford, Village Clerk

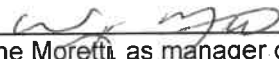
Village of Morton Grove, an Illinois municipal corporation

By: _____
Dan DiMaria, Village President

ATTEST:

By: _____
Its: _____

Metro on Main, an Illinois limited liability company

By:  _____
Wayne Moretti, as manager of Lexington Homes L.L.C., an Illinois limited liability company

IN WITNESS WHEREOF, the Parties above written.

ATTEST:

By: Eileen Scanlon Harford
Eileen Scanlon Harford, Village Clerk

Village of Morton Grove, an Illinois municipal corporation

By: [Signature]
Dan DiMaria, Village President

ATTEST:

By: _____
Its: _____

Metro on Main, an Illinois limited liability company

By: _____
Wayne Moretti, as manager of Lexington Homes L.L.C., an Illinois limited liability company

Exhibit A
Property Legal Description – 8350 Lehigh Avenue
Morton Grove, Illinois 60053

PARCEL 1:

LOTS 1 TO 12, BOTH INCLUSIVELY, AND THAT PART OF 33 FOOT VACATED NARRAGANSETT AVENUE LYING EAST OF AND ADJOINING LOTS 1 AND 12 IN BLOCK 4 IN MORTON GROVE, A SUBDIVISION OF THE EAST 4.63 CHAINS OF THE NORTHEAST 1/4, SOUTH OF GROSS POINT ROAD AND NORTH 3 ACRES OF THE EAST 10 ACRES OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THE NORTHWEST 1/4, SOUTH OF GROSS POINT ROAD AND WEST OF RAILROAD OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF LOT 34 (EXCEPT THE NORTH 33 FEET THEREOF) AND THE NORTH HALF OF LOT 27 IN THE COUNTY CLERK'S DIVISION IN THE WEST 1/2 OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING SOUTHWESTERLY OF THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY.

PROPERTY INDEX NUMBERS:

10-19-402-001-0000
10-19-402-002-0000
10-19-402-003-0000
10-19-402-004-0000
10-19-402-005-0000
10-19-402-006-0000
10-19-402-007-0000
10-19-402-008-0000
10-19-402-009-0000
10-19-402-010-0000
10-19-402-011-0000
10-19-402-012-0000
10-20-300-001-0000
10-20-300-002-0000

Exhibit B1
Performance Guarantee

Subdivision Performance Bond

Bond No. _____ (**"Bond"**)

KNOW ALL PERSONS BY THESE PRESENTS, that we, Metro on Main LLC, the Principal and primary obligor, and Great American Insurance Company, an Ohio corporation, the Surety and secondary obligor, are held and firmly bound unto The Village of Morton Grove, Illinois, called the Obligee, in the sum of _____ (\$ _____) for the payment thereof, and said Principal and Surety bind themselves as provided herein.

WHEREAS, in order to file a plat or subdivision map, or to obtain a permit for its Metro on Main development in Morton Grove, IL, called the Development, the Principal has entered into an Economic Incentive and Tax Increment Allocation Financing Development Agreement by and between the Village of Morton Grove, Illinois, and Metro On Main, L.L.C., an Illinois Limited Liability Company with the Obligee, called the Contract, which requires the Principal make certain improvements to the land, called the Improvements, as more particularly set forth in Haeger Engineering, LLC's Engineer's Opinion of Probable Construction (exact title and revisions dates on header of document).

NOW, THEREFORE, the condition of this Bond is such that if the Principal shall construct the Improvements described in the Contract, then this Bond shall be void, otherwise to remain in full force and effect. This Bond is subject to the following conditions:

1. This Bond runs to the benefit of the named Obligee only, and no other person shall have any rights under this Bond. No claim shall be allowed against this Bond after the expiration of one year from the successful completion and acceptance of the improvements.
2. This Bond is not a forfeiture obligation and in no event shall the Surety's liability exceed the reasonable cost of completing the Improvements not completed by the Principal, or the sum of the Bond, whichever is less.
3. The Bond shall have an expiration date not less than two (2) years or three (3) months beyond the date specified in an approved subdivision or development agreement.
4. Not less than thirty (30) days prior to the expiration of this Bond, the Village engineer shall be given written notice by means of certified or registered mail, indicating that this Bond is to expire.
5. Failure of the Principal to install the Improvements prior to the scheduled completion date, as specified Contract, shall be considered a default by the Principal and the issuing institution.

Signed this _____ day of December 2023.

Metro on Main LLC

By: _____

Great American Insurance Company

By: _____
William Reidinger, Attorney-in-Fact

Exhibit B2
Surety Bond

SURETY BOND

KNOW ALL BY THESE PRESENTS, That we Metro on Main LLC, as Principal and primary obligor, and Great American Insurance Company, of Cincinnati, Ohio, authorized to do business in the State of Illinois, as Surety and secondary obligor, are held and firmly bound unto Village of Morton Grove as Obligee, in the maximum penal sum of Two Million, Two Hundred Fifty Thousand and 00/100 Dollars (\$2,250,000.00) in lawful money of the United States of America, for which payment well and truly to be made we bind ourselves, our heirs, executors and assigns, firmly by this Surety Bond.

WHEREAS, The Principal has entered, or is about to enter, into an Economic Incentive and Tax Increment Allocation Financing Development Agreement by and between the Village of Morton Grove, IL and Metro on Main LLC, an Illinois limited liability with the Obligee ("Contract") for completion of townhomes for a project known as Metro on Main ("Project").

WHEREAS, Obligee requires Principal to post a bond in its favor to secure completion of townhomes within the Project.

NOW THEREFORE, the condition of this obligation is such that if the above-named Principal, its successors and assigns, shall well and truly perform Contract, then this Bond shall be void. Otherwise, this Bond shall remain in full force and effect pursuant to its terms.

This Bond is subject to the following express conditions:

1. The Obligee has agreed to accept this Bond.
2. This bond is not subject to transfer, hypothecation, or assignment to third or other parties without the written consent of the surety.
3. Regardless of the number of years this Bond may be in force, the liability of the Surety shall not be cumulative in amounts from period to period and shall, in no event, exceed the amount set forth above, or as amended by rider.
4. If the Project is completed over a period of time, the penal sum of the Bond shall reduce as provided in the Contract. Upon completion of the Contract, this Bond automatically terminates.
5. There exist no maintenance or warranty requirements with respect to the Project that are bonded hereunder, nor do any such maintenance or warranty requirements exist after the end date set forth in the above paragraph. Any such maintenance or warranty requirements in any agreements relating to Project are extra-contractual and expressly excluded hereinunder.
6. No claim, action, suit, or proceeding shall be had or maintained against the Surety on this Bond unless such claim, action, suit or proceeding is brought or instituted upon the Surety within 60 days of (a) Principal's substantial completion of the Contract, or (b) Obligee's written declaration of Bond default, whichever date is sooner.
7. Any notice, demand, certification, or request for payment, made under this Bond shall be made in writing to the Surety at the address specified below and shall declare the Principal to be in default of its obligations bonded herein:

Great American Insurance Company
Attn: Bond Claims
301 East Fourth Street, 24th Floor
Cincinnati, OH 45202

8. Principal shall be given thirty (30) days after receipt of any declaration of default made by the Obligee to attempt to remedy the default.
9. Whenever the Obligee has performed its obligations with respect to the Contract and to Principal and Principal has failed to satisfy its default within thirty (30) days after receipt of written notice thereof from Obligee, Surety may proceed, at its option, with any of the following:
 - a. Remedy the default;

- b. Retain a replacement to remedy the default;
 - c. Remit the balance of the Contract Price (the total amount payable by Obligeo to Principal under any underlying contract related to the Project and any amendments thereto less the amounts paid by Obligeo to Principal under any such contracts) to the Obligeo;
10. Upon completion of the Project site improvements, this bond will remain in effect until the last townhome receives a certificate of occupancy ("Final Occupancy").
 11. Not less than thirty (30) days prior to the expiration of this Bond, the Village engineer shall be given written notice by means of certified or registered mail, indicating that this Bond is to expire.
 12. If any conflict or inconsistency exists between the Surety's obligations or undertakings as described in this Bond and as described in any underlying contract between Principal and Obligeo with respect to the Project, then the terms of this Bond shall prevail.

SIGNED, SEALED AND DATED this _____ day of _____, 20_____.

Principal: _____

By: _____

Surety: Great American Insurance Company

By: _____

_____, Attorney-in-Fact

Exhibit C
Cook County Assessor New Construction Reporting Form

COOK COUNTY ASSESSOR
FRITZ KAEGI



COOK COUNTY ASSESSOR'S OFFICE
118 NORTH CLARK STREET, 3RD FLOOR
CHICAGO, IL 60602 | PHONE: 312.443.7600
WWW.COOKCOUNTYASSESSOR.COM

New Construction, Property Additions or Improvements

Under the Illinois Property Tax Code, the owner of property on January 1 is liable for any increased taxes that result from the construction of new buildings, structures or other improvements on the property from the date when an occupancy permit was issued, or, from the date the new or added improvement was inhabitable and fit for occupancy, through December 31 of that year. (35 ILCS 200/9-180)

Instructions: The owner of the improved property is required to submit this form to the Assessor, within 30 days of the issuance of an occupancy permit or within 30 days of completion of improvements, and request that the property be reassessed. The Form may be submitted in person or by mail or electronic submission to the Cook County Assessor's Office, 118 N. Clark St., Room 300, Chicago IL 60602.

Taxpayer of Record

Property address

Property Identification Number (PIN), or PINs if relevant

___ / ___ / _____
Date construction completed (Month / Day / Year)

Please provide a summary of the new construction, addition or improvement added to your property, including square footage information:

Attestation:

I _____ affirm and attest that the statements contained herein are true and accurate and that the information provided accurately reflects the condition of this property as of today's date. I further acknowledge that such information may contribute to the assessment of my property by Cook County Officials.

Date: _____

Form published: March 18, 2020

Exhibit D
Required Utility Line Burial

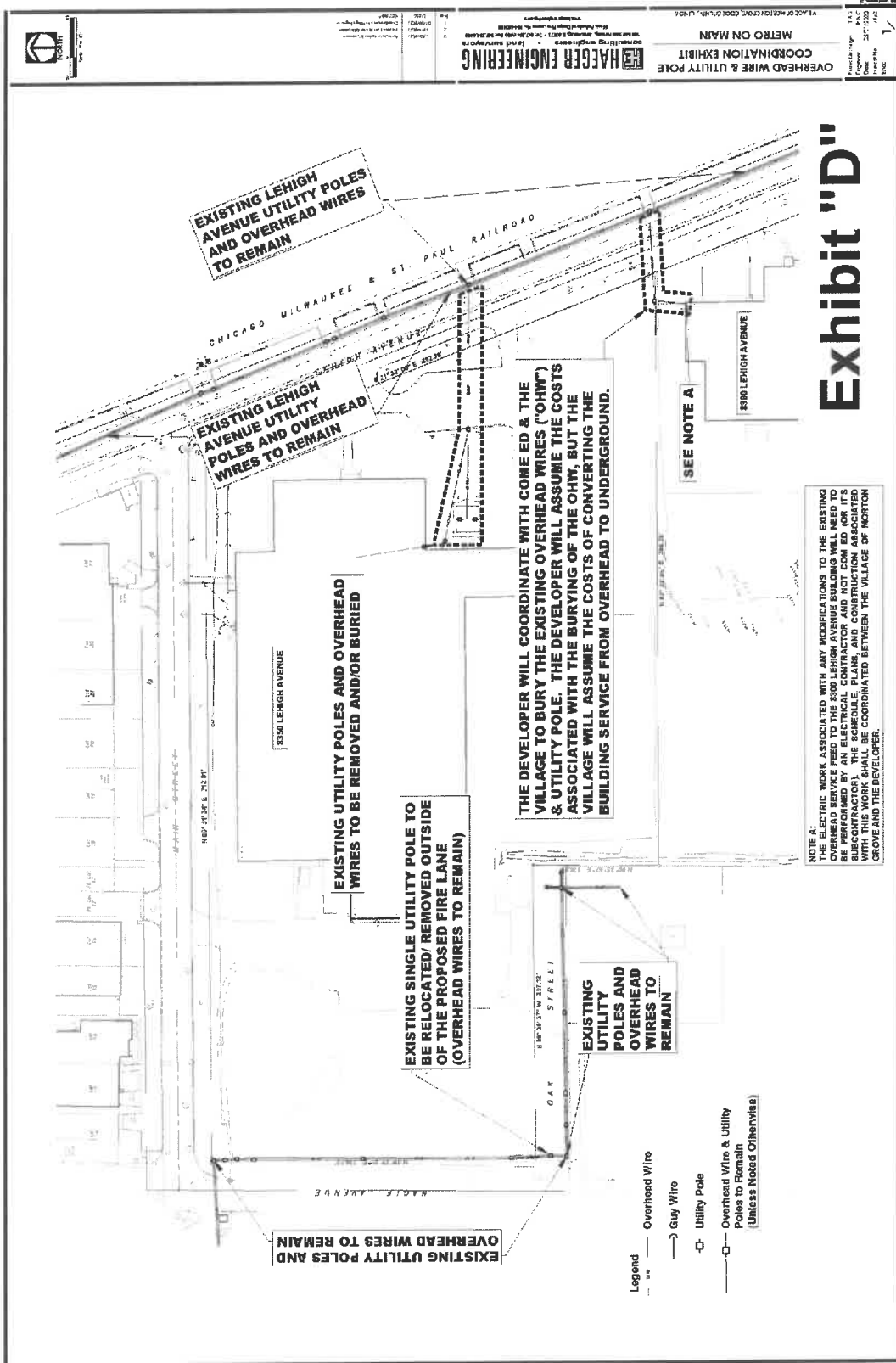


Exhibit E
Construction Schedule

Final Governmental Approvals	December, 2023
Commence Demolition, Site Improvements	First Quarter, 2024
Substantial Completion of Site Improvements	Fourth Quarter, 2024
Start Vertical Construction	First Quarter, 2024
Initial Occupancies	First Quarter, 2025
Execution of last sale contract	First Quarter, 2027
Final Occupancies	Third Quarter, 2027

Exhibit F
Demolition and Remediation

Section	Description	Total Cost (\$)
	Site Development Costs	
A	Demolition, Debris and Asbestos removal	980,000.00
B	Soil Erosion & Sediment Control	42,248.00
C	Phase 1 Earthwork Improvements	489,545.00
	Contingency	1,511,793.00
	Total Site Development	151,179.30
		1,662,972.30
D	Soft Costs	\$533,661.55
	Contingency	53,366.16
	Total Soft Costs	587,027.71
	Total	2,250,000.01

No. of Units 89 Per Unit \$ 25,280.90

SITE DEVELOPMENT COST

Item No.	Description	Quantity	Unit	Unit Price	Total Amount
A: Demolition, Environmental & Debris Removal					
1	Site Clean Up / Clearing	1	LS	\$30,000.00	30,000.00
2	Building demolition, asphalt, electrical and asbestos removal	1	LS	\$700,000.00	700,000.00
3	Soil Remediation	1	LS	\$250,000.00	250,000.00
	Subtotal				980,000.00
B: Soil Erosion & Sediment Control					
1	Erosion Control Fence	2,551	LF	\$3.00	7,653.00
2	Tree Protection Fence	1	Budget	\$5,000.00	5,000.00
3	Temporary Dewatering Device	1	EA	\$2,000.00	1,945.00
4	Inlet Protection	51	EA	\$150.00	7,650.00
5	Erosion Maintenance	1	Budget	\$20,000.00	20,000.00
	Subtotal				42,248.00
C: Phase 1- Earthwork Improvements					
1	Mobilization	1	LS	\$35,000.00	35,000.00
2	Construction Entrance	3	EA	\$9,000.00	27,000.00
3	Topsoil Excavation to Stockpile	5,500	CY	\$5.50	30,250.00
4	Clay Excavation to Structural Fill	7,800	CY	\$7.30	56,940.00
5	Gravel Excavation to Stockpile	3,500	CY	\$5.50	19,256.00
6	Relocate Asphalt Pile	1,200	CY	\$5.60	6,720.00
7	Topsoil Respread - Basins	2,100	CY	\$5.30	11,129.00
8	Lime Structural Fill	13,500	CY	\$16.50	222,750.00
9	Import Soil Media Mix - Pond Base	500	CY	\$85.00	42,500.00
10	Import Aggregate - Pond Base	450	CY	\$40.00	18,000.00
11	Soils Testing	1	LS	\$20,000.00	20,000.00
	Subtotal				489,545.00
D: Soft Costs					
1	Land Planning	1	Budget	\$34,000.00	34,000.00
1	Engineering	1	Budget	\$150,000.00	150,000.00
2	Engineering Construction Layout	1	Budget	\$75,000.00	50,000.00
3	Engineering Construction Guidance	1	Budget	\$15,000.00	15,000.00
4	Lot Monumentation (Set Iron Pipe at all lot corners)	1	Budget	\$10,000.00	10,000.00
5	Site As-Builts	1	Budget	\$10,000.00	10,000.00
6	Dry Utility coordination	1	Budget	\$45,000.00	45,000.00
7	Landscape Consultant and tree survey	1	Budget	\$35,000.00	35,000.00
8	Wetland Consultant	1	Budget	\$10,000.00	10,000.00
9	Erosion Control Inspections and monitoring	1	Budget	\$40,000.00	15,000.00
10	Soils Consultant(boring reports and testing)	1	Budget	\$75,000.00	50,000.00
11	Wetland Consultant	1	Budget	\$10,000.00	10,000.00
12	Environmental Consultant	1	Budget	\$40,000.00	40,000.00
13	Other(TIF,Attny,BSB)	1	Budget	\$40,000.00	59,661.55
	Subtotal				533,661.55

This Engineer's Opinion of Probable Construction Cost is based on Engineering Plans prepared by others, and is based on Haeger Engineering's best judgment as an experienced and qualified professional engineering firm, familiar with the construction industry. However, since Haeger Engineering, LLC has no control over the actual cost of labor, materials, equipment, or services provided by others, or over Contractor's methods of determining prices, or over competitive bidding or market conditions, Haeger Engineering, LLC cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from Opinions of Probable Construction Cost prepared by Haeger Engineering, LLC.

Exhibit G
TIF Note Form

REGISTERED
No. _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF ILLINOIS
COUNTY OF COOK
VILLAGE OF MORTON GROVE
TAX INCREMENT REVENUE NOTE, SERIES 20[]
(_____ REDEVELOPMENT PROJECT)

Interest

Final Maturity

Dated

Rate: _____%

Date: _____, 20__

Date: _____, 20__

Registered Owner:

Principal Amount:

KNOW ALL PERSONS BY THESE PRESENTS that the Village of Morton Grove, Cook County, Illinois, a municipality, home rule unit and political subdivision of the State of Illinois (the "*Village*"), hereby acknowledges itself to owe and for value received promises to pay (subject to optional redemption as hereinafter provided) to the Registered Owner identified above, or registered assigns as hereinafter provided, the Outstanding Principal Amount of this Note in accordance with that certain Ordinance adopted by the President and Board of Trustees of the Village (the "*Corporate Authorities*") on the ___ day of _____, 20__, (the "*Note Ordinance*"), and that Economic Incentive and Tax Increment Allocation Financing Development Agreement dated _____, 20__, by, between and between the Village and Metro on Main LLC, an Illinois limited liability company (the "*Developer*") (the "*Redevelopment Agreement*"), as hereinafter described, and interest on such Outstanding Principal Amount at the Interest Rate set forth above (computed on the basis of a 360-day year of twelve 30-day months) in annual installments of principal and interest on _____ of each year (each _____ 1 being an "*Interest Payment Date*") until paid, in accordance with the amortization schedule attached hereto (the "*Amortization Schedule*") commencing on the February 1 following the Dated Date on which funds are available and on deposit in the hereinafter defined Note and Interest Subaccount of the Available IPT Revenues Account of the Special Tax Allocation Fund held by the Village pursuant to the Redevelopment Agreement and the Note Ordinance, with the final installment of principal and interest coming due on the Final Maturity Date. "*Final Maturity Date*" means the date which is the earlier of (i) 20 years from the date of the issuance of the Notes or (ii) December 31, _____. Capitalized terms used herein and not defined shall have the meanings ascribed to such terms in the Note Ordinance and the Redevelopment Agreement. Interest due on the Notes on February 1, 20__, and February 1, 20__, shall be paid from Capitalized Interest on hand in the Note and Interest Subaccount of the Available IPT Revenues Account of the Special Tax Allocation Fund.

Interest when due ("*Current Interest*") shall be paid from the later of the Dated Date or from the most recent Interest Payment Date to which interest has been paid or duly provided for, until the principal amount of the Note is paid or duly provided for, as provided from the Note and Interest Subaccount of the Available IPT Revenues Account of the Special Tax Allocation Fund held by the Village pursuant to the Note Ordinance and the

Redevelopment Agreement, and if funds on deposit therein and to the credit thereof are insufficient for such purpose, such failure to pay shall not in and of itself constitute an event of default, but such interest shall thereupon be recorded by the Trustee as Deferred Accrued Interest ("*Deferred Accrued Interest*"). Deferred Accrued Interest which is owing and unpaid shall bear interest at the Interest Rate. The order of payment of interest on this Note shall be *first*, Deferred Accrued Interest, *second*, Current Interest, and *next*, Outstanding Principal Amount in accordance with the Amortization Schedule. Failure to pay when due any installment of Current Interest or any amount of Outstanding Principal Amount due to insufficiency of the Available IPT Revenues, whether at a regular Interest Payment Date, at Stated Maturity, Final Maturity or otherwise, shall in no event be deemed to be an event of default hereon. The Registered Owner of this Note, by acceptance hereof, hereby expressly agrees and acknowledges that there may be Deferred Accrued Interest hereon, that is, that Current Interest may not have been paid, without any special notation having been made upon this Note.

Principal and Interest on this Note shall be paid to the Registered Owner hereof as shown on the Register at the close of business on the Record Date. Principal and Interest hereon shall be paid by check or draft of the Village Treasurer (the "*Bond Registrar*"), payable upon presentation thereof in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on the Register or at such other address furnished to the Bond Registrar in writing or as directed by such Registered Owner, all as provided in the hereinafter defined Ordinance.

This Note is issued pursuant to Division 74.4 of Article 11 of the Illinois Municipal Code (the "*TIF Act*"), and all laws amendatory thereof and supplemental thereto, and specifically as supplemented by the Local Government Debt Reform Act, as amended, and the other Omnibus Bond Acts, as amended and as supplemented, and, where necessary, superseded, by the home rule powers of the Village under Section 6 of Article VII of the 1970 Constitution of Illinois, and the principal of and interest, and premium, if any, hereon are payable solely and only from [the Available IPT Revenues on deposit in the Note and Interest Subaccount of the Available IPT Revenues Account of the Special Tax Allocation Fund and amounts on hand in the Debt Service Reserve Subaccount of the Available IPT Revenues Account of the Special Tax Allocation Fund, all in accordance with the provisions of the Note Ordinance and the Redevelopment Agreement. This Note is being issued for the purposes of reimbursing the Registered Owner for certain TIF Eligible Expenses it has incurred in constructing the Redevelopment Project on behalf of the Village. The cost of such construction shall be deemed to be a disbursement of the proceeds of this Note.

This Note is also subject to redemption prior to maturity, at the option of the Village, in whole or in part, from any available funds, on [_____, and on any date thereafter,] [on any date], at the redemption price of par plus accrued interest to the date fixed for redemption, and as further provided in the Note Ordinance.

Upon surrender hereof at the principal office maintained for the purpose by the Bond Registrar, accompanied by a written instrument or instruments of transfer in form satisfactory to the Trustee and duly executed by the Registered Owner or an attorney for such owner duly authorized in writing, the Bond Registrar shall register this Note in the name of the new Registered Owner on the registration grid provided herein, and shall also enter the name and address of the new registered owner in the Note Register.

The person in whose name this Note is registered on the Note Register shall be deemed and regarded as the absolute owner hereof for all purposes, and payment of the principal of or interest hereon shall be made

only to or upon the order of the Registered Owner hereof or the owner's legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon this Note to the extent of the sum or sums so paid.

This Note, together with the interest thereon, is a limited obligation of the Village, payable solely from the Available IPT Revenues on deposit in the Note and Interest Subaccount of the Available IPT Revenues Account of the Special Tax Allocation Fund and amounts on hand in the Debt Service Reserve Subaccount of the Available IPT Revenues Account of the Special Tax Allocation Fund as provided in the Note Ordinance and the Redevelopment Agreement. For the prompt payment of this Note, both principal and interest, as aforesaid, at maturity, the Available IPT Revenues are hereby irrevocably pledged. THIS NOTE DOES NOT CONSTITUTE AN INDEBTEDNESS OF THE VILLAGE WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION. NO HOLDER OF THIS NOTE SHALL HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY TAXING POWER OF THE VILLAGE FOR PAYMENT OF PRINCIPAL HEREOF OR INTEREST HEREON. FAILURE TO PAY WHEN DUE ANY INSTALLMENT OF CURRENT INTEREST OR ANY AMOUNT OF DEFERRED ACCRUED INTEREST OR OUTSTANDING PRINCIPAL AMOUNT DUE TO INSUFFICIENCY OF THE AVAILABLE IPT REVENUES, WHETHER AT STATED MATURITY, FINAL MATURITY OR OTHERWISE, SHALL IN NO EVENT BE DEEMED TO BE AN EVENT OF DEFAULT ON THIS NOTE.

This Note may not be offered, sold, pledged or otherwise transferred except to an (i) a Qualified Institutional Buyer (as defined in Rule 144A promulgated by the Securities and Exchange Commission pursuant to the Securities Act of 1933, as amended); (ii) Accredited Investor as defined by the Securities and Exchange Commission under Regulation D; (iii) any entity controlling, controlled by or under common control with Developer or (iv) any entity in which the majority equity interest is owned by the parties that have a majority equity interest Developer (an "Allowable Holder"). In connection with the transfer or assignment of this Note, the purchaser or assignee shall certify its qualification as an Allowable Holder to the Bond Registrar prior to such sale or assignment (a "Sale Certification"). Any sale, pledge or transfer of the Notes shall not be effective until the Bond Registrar has received a Sale Certification in connection therewith.

The Village shall be obligated to make payments under this Note even if a Developer Event of Default or a Village Event of Default under the Redevelopment Agreement has occurred. Such rights shall survive any transfer of this Note.

It is hereby certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Note did exist, have happened, been done and performed in regular and due form and time as required by law, and the Village hereby covenants and agrees that it has made provision for the segregation of the Available IPT Revenues and that it will properly account for said taxes and will comply with all the covenants of and maintain the funds and accounts as provided by the Note Ordinance and the Redevelopment Agreement.

This Note shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar.

IN WITNESS WHEREOF the Village has caused this Note to be signed by the manual or duly authorized facsimile signatures of its President and Village Clerk and its corporate seal or a facsimile thereof to be hereunto affixed, all as of the date of delivery hereof, to wit, the ____ day of _____, 20__.

President, Village of Morton Grove, Cook County,
Illinois

Attest:

Village Clerk, Village of Morton Grove
Cook County, Illinois

(SEAL)

Date of Authentication: _____

CERTIFICATE
Agent:

Note Registrar and Paying

VILLAGE TREASURER OF THE VILLAGE OF MORTON
GROVE, ILLINOIS
Morton Grove, Illinois

AUTHENTICATION

This Note is one of the Notes described in the within-mentioned Note Ordinance and is one of the _____, Series 20__ (_____
Redevelopment Project), having a Dated Date of _____, 20__, of the Village of Morton Grove, Cook County, Illinois.

VILLAGE TREASURER
as Note Registrar and Paying Agent

By _____
Authorized Officer

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

the within Note and does hereby irrevocably constitute and appoint _____ as attorney to transfer the said Note on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

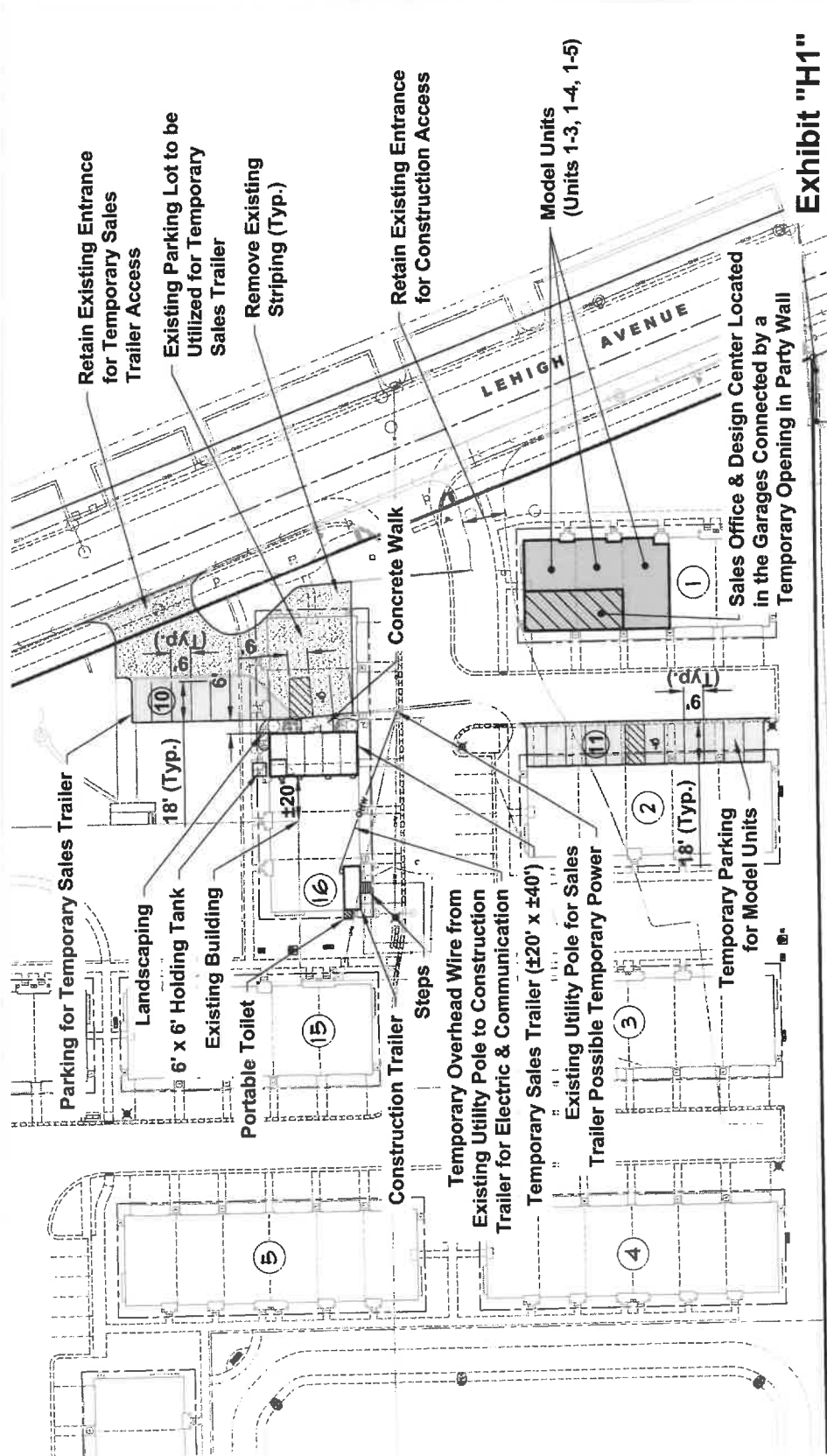
Signature guaranteed: _____

NOTICE: The signature to this transfer and assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

[AMORTIZATION SCHEDULE]

Exhibit H1

Temporary Sales Trailer, Construction Trailer and Model Units Location



Project Manager: T.A.S
 Engineer: P.A.C
 Date: 12/06/2023
 Project No: 172182
 Sheet: 1 / 1
 © 2023 Haeger Engineering, LLC

HAEGER ENGINEERING
 consulting engineers and surveyors
 100 East Park, Johnsons Corners, NY 12111
 518.486.8888

TEMPORARY SALES TRAILER, CONSTRUCTION TRAILER & MODEL UNIT LOCATIONS

METRO ON MAIN
 LEXINGTON HOMES
 8830 LEHIGH AVENUE, MORTON GROVE, IL

No.	Date	Revision

NORTH
 0 40
 Scale: 1" = 40'

Exhibit H2
Sales Office

[On file with Village of Morton Grove Department of Community & Economic Development]

Exhibit H3
Signage Guide

Metro on Main Signage Guide

- 1 1-sided (facing north) 8 X 6
- 2 1-sided (facing east) 8 X 6
- 3 1-sided (facing southeast) 8 X 6



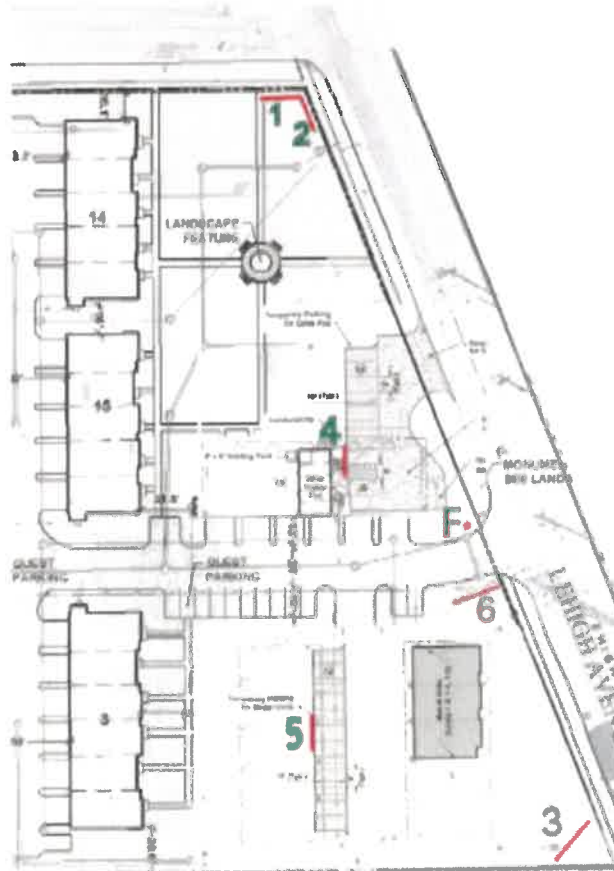
- 4 1-sided (facing west) 24" X 18" (Temp during presale)
- 5 1-sided (facing west) 24" X 18" (Perm sales center)



- 6 2-sided (facing north and south) 24" X 18"



- F Feather flag - Approx 16 ft tall



SKOKIE OFFICE
5190 CHURCH STREET
SKOKIE, ILLINOIS 60077
779-231-2796



LEXINGTON HOMES LLC
ORDINANCE CONSIDERATION ACCT
6101 CAPULINA AVE
MORTON GROVE, IL 60053

Date: 08/25/2025

Dear **LEXINGTON HOMES LLC**,

Enclosed are the documents related to the supply of electricity at **8300 LEHIGH AVE, MORTON GROVE, ILLINOIS**. Please sign all copies of the enclosed documents and two copies of the Service Entrance Location Sketch. The third copy of the sketch is for your use during Construction. Return the signed documents and sketches and payment of **\$0.00** to my attention.

If this contract is not returned within 30 days, it will be cancelled.

Upon receipt of your payment and signed copies, Commonwealth Edison will begin to schedule any necessary service work. An authorized copy of each document will be returned to you for your files.

You may make payments on the ComEd website or by phone.

By **Internet** go to: <https://www.comed.com/MyAccount/MyBillUsage/Pages/PayMyBill.aspx>

(for payments of \$5,000 or less for Credit/Debit)

(for non-business payments of \$100,000 or less for eCheck)

(for business payments of \$500,000 or less for eCheck)

Or

By **Customer Service Representatives** (English & Spanish)

1-800-334-7661 (for payments of \$5,000 or less for Credit/Debit)

1-800-588-9477 (for non-business payments of \$100,000 or less for eCheck)

1-877-426-6331 (for business payments of \$500,000 or less for eCheck)

If you have any questions concerning this contract please contact your Field Representative.

Enclosures

Sincerely,

JACOB KLCO
DCC
779-231-2796

ELECTRIC FACILITIES SERVICE ACKNOWLEDGEMENT

PL#:

ESS: NO

SER#: **ND240840**

Rev.: 03

VILLAGE OF MORTON GROVE (the "Customer") hereby acknowledges the terms and conditions under which Commonwealth Edison Company (the "Company" or "ComEd") is providing electric facilities and equipment to serve the Customer's premises located at **8300 LEHIGH AVE, MORTON GROVE** ("Premises").

1. Preamble.

The Company will furnish, install, own and maintain, and the Customer will pay the Company for, the electric facilities and equipment described herein pursuant to the terms and conditions set forth herein and in accordance with the terms of the Company's Rate RDS - Retail Delivery Service ("Rate RDS"), Rider NS - Nonstandard Services and Facilities ("Rider NS"), Rider ML - Meter-Related Facilities Lease ("Rider ML"), Rider ZSS - Zero Standard Service ("Rider ZSS") as applicable, and with the General Terms and Conditions ("GTC") stated in the Company's Schedule of Rates, as they may be amended from time to time. In the event of any conflict between the terms of this Acknowledgement and the terms of the Company's tariff, the latter will prevail.

2. Service Points.

The Customer is to receive delivery of electric power and energy at the Premises from the Company at an estimated total maximum demand of **102** kilowatts ("kW") ("Maximum Kilowatts Delivered" or "MKD") at the following location(s) (as shown on Exhibit A attached hereto) and in the following amounts and approximate voltages during the Retail Peak Period, as defined in GTC.

Loc. 001 est. demand 102 kW, metering voltage approx. 120/208Y volts, 3 phase, 4 wire

3. Charges; Rental.

a. The Company will furnish, install, own and maintain, under the terms and conditions set forth below and in accordance with the terms of the Company's Rider NS and Rider ML, the facilities and equipment listed in the Facilities Rental Service and Meter Lease Service attachments to this Acknowledgement. The facilities and equipment listed in such attachments, together with any conductors, cables, supports and related equipment installed by the Company, and any replacements or adjustments thereof, are hereinafter called the "Facilities". Such Facilities are or may be located on the Premises.

b.

(i) The Customer's estimated maximum demand during Retail Peak Periods set forth above is used to determine the service facilities that are available to the Customer as a standard installation under the applicable tariffs. The estimate of the Customer's MKD set forth in Section 2 above is based upon information provided to the Company by the Customer and the Customer agrees that this estimate is representative of the Customer's expected operation, demand and consumption. Load defined as "Zero Standard Portion" under Rider ZSS is not included in the determination of the estimated maximum demand shown above because a standard installation is not provided for the Zero Standard Portion of load.

(ii) Such standard service facilities are subject to change from time to time based upon the Customer's actual MKD in accordance with the provisions of the Company's Rate RDS, Rider NS and GTC, or their successors. If the Customer's actual MKD is less than the amount of kW set forth in Section 2 above, the Company may remove, replace, or adjust the Facilities at the Customer's expense so as to provide the Customer the standard installation facilities as provided in Rider NS or to adjust the rental as provided in Section 3(c).

(iii) If the Customer desires to add load beyond the levels set forth above in Section 2 or to increase capacity at an individual point of service, the Customer shall notify the Company, in writing, adequately in advance of adding such load or increasing such capacity so that the Company may modify its facilities as determined by the Company.

- c. The initial monthly rental specified in the Facilities Rental Service attachment is based on the Company's standard rental charges applicable on the date the Facilities were installed or last revised and is subject to change as provided herein or in Rider NS.
- d. The monthly rental charges for the Facilities are in addition to all other charges under (i) other applicable tariff provisions and (ii) any additional charges imposed by the Company on account of special installation requests or requirements or requests by the Customer for maintenance beyond the level set forth in Section 5(c).
- e. The Customer shall pay all taxes applicable to the Company's provision of the Facilities and other services to the Customer (including without limitation all applicable federal, state, regulatory, municipal and other taxes with respect to customer charges and rentals).

4. Ownership; Access; Other Company Rights.

- a. The Facilities will remain the sole and exclusive property of the Company. The Company may, in its sole discretion, affix to the Facilities (or any parts thereof) labels or other markings indicating the Company's ownership of the Facilities. The Customer does not acquire any interest in the Facilities (or any parts or components thereof). Use by the Customer of the Facilities does not divest the Company of its exclusive rights to such ownership, use and possession. The Customer will, upon the request of the Company from time to time, execute and deliver to the Company all documents reasonably necessary or advisable to confirm, perfect or evidence any rights of the Company in and to the Facilities.
- b. The Company and its representatives will have free access to the Premises at all reasonable times (and immediately at any time if an emergency exists) for the purposes of inspecting, protecting, installing, operating, maintaining, repairing, altering, replacing, relocating or removing any of the Facilities. ComEd has the right to install facilities on the Customer's property to provide electric service to the Customer and to other users of the Facilities. The Company may, in its sole discretion, replace, remove or alter any part of the Facilities, add or remove portions or components of the Facilities or revise any procedures with respect to the Facilities. Any such replacements, substantial alterations, or additions of or to the Facilities will belong to and be property of the Company and shall be a part of the Facilities.
- c. Such inspection, protection, installation, operation, maintenance, repair, alteration, replacement, relocation and removal will be in accordance with, and at the time(s) and at the standards prescribed by, the Company's standard practices and procedures for the types or classes of each of the Facilities. If the Customer requests maintenance beyond this level, the Company may impose an additional charge for such additional maintenance.

5. Customer Responsibilities.

- a. The Customer will not move, remove, modify, alter, adjust or change in any way the Facilities or any part thereof without first obtaining the written consent of the Company, except to protect the Premises or any person from damage or injury during any emergency or except and to the extent provided in a separate written agreement. Except to the extent set forth in the prior sentence, the Customer will not permit anyone other than the Company, or the Company's respective representatives, agents or subcontractors to effect any inspection, adjustment, preventative or remedial maintenance, repair, overhaul, replacement or removal of the Facilities.

b. The Customer shall at its sole cost and expense:

- (i) provide to the Company such working space within a reasonable distance of the Facilities as specified by the Company and take such other steps as are necessary to allow the installation, construction, maintenance, repair, alteration, replacement and removal of the Facilities to be readily and efficiently performed;
- (ii) keep the Facilities on the Premises free from any over-building or other obstruction that might create an unsafe condition or that might interfere with the Company's ability to install, operate, maintain, repair, alter, replace or remove the Facilities;
- (iii) provide and maintain in a good, safe and proper state of repair, the Premises and all other property furnished by the Customer in connection with the Facilities;
- (iv) furnish, install and maintain the wiring, supports, and other appurtenances, as specified by the Company, necessary for the Facilities;
- (v) if the installation of the Facilities includes or requires a vault or ground-type installation, furnish and maintain the enclosure, foundation, fill, required ventilation, and similar facilities in accordance with the Company's specifications, standards, rules and regulations;
- (vi) make use of the Facilities in accordance with the Company's specified practices and procedures and protect the Facilities from harm, theft or misuse and deterioration (except for reasonable wear and tear resulting only from proper use thereof); and
- (vii) notify the Company by telephone promptly after the Customer first has knowledge of (i) any malfunction in operation of the Facilities; (ii) any interruption or alteration of electricity delivery to the Premises; (iii) any alteration or modification in the Facilities or its operation which is not initiated by Company, and (iv) any emergency or dangerous condition affecting the Facilities.

c. If any part of the Facilities is lost, stolen, condemned, confiscated, damaged, destroyed or needs maintenance, repairs or replacement due to an act, error, omission, breach, negligence or willful misconduct of any employee or other agent of the Customer, the Customer shall be obliged to reimburse the Company promptly for the Company's customary time and materials costs of the maintenance, repair and replacement of the Facilities. If any part of the Facilities is lost, stolen, condemned, confiscated, damaged, destroyed, or needs maintenance, repairs or replacement due to an act, error, omission, breach, negligence or willful misconduct of one or more employees or other agents of both the Company and the Customer, the Company shall repair or replace such part of the Facilities, and the cost of any such repair or replacement shall be shared by the Customer and the Company in proportion to their respective degrees of fault.

6. Removal.

Upon termination of the provision of service to the Customer, the Company at its option may, and upon the Customer's request the Company will, remove all or any part of the Facilities. The Customer will bear the cost and expense of such removal.

7. Relocation.

If relocation of all or any part of the Facilities is requested by the Customer or there is a change in the Customer's operation or construction, which in the judgment of the Company, makes such relocation necessary or advisable, the Company will move such facilities at the Customer's expense to a location on or adjacent to the Premises mutually acceptable to the Company and the Customer.

8. Miscellaneous.

- a. The listing of the Required or Requested Facilities in the Facilities Rental Service attachment and the monthly rental may be modified from time to time upon oral or written notification to the customer (and the removal or installation of any such Facilities shall constitute prima facie evidence of such notification).
- b. The Company may adjust the Facilities or the monthly rental if the Customer's actual MKD is more or less than the level set forth in Section 2 above.
- c. The Company may adjust the monthly rental as provided in Section 3(c)/4(g) and in the Facilities Rental Service attachment.

9. Safety.

Be advised that safety on the job site is the responsibility of the Customer and Customer's contractor. The Occupational Safety and Health Administration (OSHA) requires a specific clearance when working near energized primary electric lines. Consider all electric wires to be energized and non-insulated. Workers may be electrocuted or seriously injured by contact with the power lines or while working in close proximity to those lines. All workers and equipment must maintain a safe distance from the power lines at all times. The Customer or Customer's contractor should not commence work near ComEd's lines until such time that temporary protective measures have been taken to guard against danger of incidental contact. Consult OSHA guidelines for more specific information when working near or around energized electrical equipment. (See www.osha.gov <<http://www.osha.gov>>.) Contact 1-800-EDISON-1 for questions concerning working in proximity to ComEd electrical facilities.

Clearance of electrical equipment from permanent structures is governed by the National Electrical Safety Code (NESC). Reference the National Electrical Safety Code for specific information.

ComEd is very concerned about the safety of its customers and others working around its facilities. Compliance with OSHA and the NESC is a requirement. Please ensure that the activities undertaken by the Customer or Customer's contractor include the safe work practice of maintaining the required working clearances and required vertical and horizontal clearances from permanent structures.

The undersigned Customer acknowledges he/she has read the foregoing safety statement and agrees to comply with all state, federal and local safety requirements and shall require any contractor working in proximity to ComEd equipment to acknowledge and agree to same.

10. Customer/Owner Acknowledgement.

The undersigned Customer acknowledges the terms noted herein. In case the Customer is not owner of the Premises, the undersigned property owner hereby acknowledges and agrees to the terms noted herein.

Account Number: **0328941222**
SER No.: **ND240840**
Work Task Number: **1992207401**

FOR THE CUSTOMER:

Customer Name

Accepted By

Signature

Print Name

Official Capacity or Title

Property Owner's Signature

ELECTRIC FACILITIES SERVICE SUMMARY

SER#: ND240840

The following describes the terms and conditions under which Commonwealth Edison Company (the "Company" or "ComEd") is providing electric facilities and equipment to serve **VILLAGE OF MORTON GROVE** (the "Customer") at the premises located at **8300 LEHIGH AVE, MORTON GROVE** ("Premises").

1. Preamble. The Company furnishes, installs, owns and maintains, and the Customer pays the Company for, the electric facilities and equipment described herein pursuant to the terms and conditions set forth herein and in accordance with the terms of the Company's Rate RDS - Retail Delivery Service ("Rate RDS"), Rider NS - Nonstandard Services and Facilities ("Rider NS"), Rider ML - Meter-Related Facilities Lease ("Rider ML"), Rider ZSS - Zero Standard Service ("Rider ZSS") as applicable and with the General Terms and Conditions ("GTC") stated in the Company's Schedule of Rates, as they may be amended from time to time. In the event of any conflict between the terms of this Summary and the terms of the Company's tariff, the latter will prevail.

2. Service Points. The Customer is to receive electric power and energy from either the Company or another party at an estimated total maximum demand of **102 kilowatts ("kW")** ("Maximum Kilowatts Delivered" or "MKD") during the Retail Peak Period, as defined in GTC, and at an estimated maximum demand of **0 kW** during the Retail Off- Peak period

3. Charges; Rental.

(a) The Company will furnish, install, own and maintain, under the terms and conditions set forth below and in accordance with the terms of the Company's Rider NS and Rider ML, the facilities and equipment listed in the Facilities Rental Service and Meter Lease Service attachments to this Summary. The facilities and equipment listed in such attachments, together with any conductors, cables, supports and related equipment installed by the Company, and any replacements or adjustments thereof, are hereinafter called the "Facilities". Such Facilities are or may be located on the Premises.

(b) (i) The Customer's estimated maximum demand during Retail Peak Periods set forth above is used to determine the service facilities that are available to the Customer as a standard installation under the applicable tariffs. The estimate of the Customer's MKD set forth in Section 2 above is based upon information provided to the Company by the Customer and the Customer agrees that this estimate is representative of the Customer's expected operation, demand and consumption. Load defined as "Zero Standard Portion" under Rider ZSS is not included in the determination of the estimated maximum demand shown above because a standard installation is not provided for the Zero Standard Portion of load.

(ii) Such standard service facilities are subject to change from time to time based upon the Customer's actual MKD in accordance with the provisions of the Company's Rate RDS, Rider NS and GTC, or their successors. If the Customer's actual MKD is less than the amount of kW set forth in Section 2 above, the Company may remove, replace or adjust the Facilities at the Customer's expense so as to provide the Customer the standard installation facilities as provided in Rider NS or to adjust the rental as provided in Section 3(c).

(iii) If the Customer desires to add load beyond the levels set forth above in Section 2 or to increase capacity at an individual point of service, the Customer shall notify the Company, in writing, adequately in advance of adding such load or increasing such capacity so that the Company may modify its facilities as determined by the Company.

(c) The initial monthly rental specified in the Facilities Rental Service attachment is based on the Company's standard rental charges applicable on the date that the Facilities were first installed or last revised and is subject to change as provided herein or in Rider NS.

(d) The monthly rental charges for the Facilities are in addition to all other charges under (i) other applicable tariff provisions and (ii) any additional charges imposed by the Company on account of special installation requests or requirements or requests by the Customer for maintenance beyond the level set forth in Section 4(c).

(e) The Customer shall pay all taxes applicable to the Company's provision of the Facilities and other services to the Customer (including without limitation all applicable federal, state, regulatory, municipal and other taxes with respect to customer charges and rentals).

4. Ownership; Access; Other Company Rights.

(a) The Facilities will remain the sole and exclusive property of the Company. The Company may, in its sole discretion, affix to the Facilities (or any parts thereof) labels or other markings indicating the Company's ownership of the Facilities. The Customer does not acquire any interest in the Facilities (or any parts or components thereof). Use by the Customer of the Facilities does not divest the Company of its exclusive rights to such ownership, use and possession. The Customer will, upon the request of the Company from time to time, execute and deliver to the Company all documents reasonably necessary or advisable to confirm, perfect or evidence any rights of the Company in and to the Facilities.

(b) The Company and its representatives will have free access to the Premises at all reasonable times (and immediately at any time if an emergency exists) for the purposes of inspecting, protecting, installing, operating, maintaining, repairing, altering, replacing, relocating or removing any of the Facilities. ComEd has the right to install facilities on the Customer's property to provide electric service to the Customer and to other users of the Facilities. The Company may, in its sole discretion, replace, remove, delete or alter any part of the Facilities, add or remove portions or components of the Facilities or revise any procedures with respect to the Facilities. Any such replacements, substantial alterations, or additions of or to the Facilities will belong to and be property of the Company and shall be a part of the Facilities.

(c) Such inspection, protection, installation, operation, maintenance, repair, alteration, replacement, relocation and removal will be in accordance with, and at the time(s) and at the standards prescribed by, the Company's standard practices and procedures for the types or classes of each of the Facilities. If the Customer requests maintenance beyond this level, the Company may impose an additional charge for such additional maintenance.

5. Customer Responsibilities.

(a) The Customer will not move, remove, modify, alter, adjust or change in any way the Facilities or any part thereof without first obtaining the written consent of the Company, except to protect the Premises or any person from damage or injury during any emergency or except and to the extent provided in a separate written agreement. Except to the extent set forth in the prior sentence, the Customer will not permit anyone other than the Company, or the Company's respective representatives, agents or subcontractors to effect any inspection, adjustment, preventative or remedial maintenance, repair, overhaul, replacement or removal of the Facilities.

(b) The Customer will at its sole cost and expense:

(i) provide to the Company such working space within a reasonable distance of the Facilities as specified by the Company and take such other steps as are necessary to allow the installation, construction, maintenance, repair, alteration, replacement and removal of the Facilities to be readily and efficiently performed;

(ii) keep the Facilities on the Premises free from any over-building or other obstruction that might create an unsafe condition or that might interfere with the Company's ability to install, operate, maintain, repair, alter, replace or remove the Facilities;

(iii) provide and maintain in a good, safe and proper state of repair, the Premises and all

other property furnished by the Customer in connection with the Facilities;

- (iv) furnish, install and maintain the wiring, supports, and other appurtenances, as specified by the Company, necessary for the Facilities;
- (v) if the installation of the Facilities includes or requires a vault or ground-type installation, furnish and maintain the enclosure, foundation, fill, required ventilation, and similar facilities in accordance with the Company's specifications, standards, rules and regulations;
- (vi) make use of the Facilities in accordance with the Company's specified practices and procedures and protect the Facilities from harm, theft or misuse and deterioration (except for reasonable wear and tear resulting only from proper use thereof); and
- (vii) notify the Company by telephone promptly after the Customer first has knowledge of (i) any malfunction in operation of the Facilities; (ii) any interruption or alteration of electricity delivery to the Premises; (iii) any alteration or modification in the Facilities or its operation which is not initiated by Company, and (iv) any emergency or dangerous condition affecting the Facilities.

(c) If any part of the Facilities is lost, stolen, condemned, confiscated, damaged, destroyed or needs maintenance, repairs or replacement due to an act, error, omission, breach, negligence or willful misconduct of any employee or other agent of the Customer, the Customer shall be obliged to reimburse the Company promptly for the Company's customary time and materials costs of the maintenance, repair and replacement of the Facilities. If any part of the Facilities is lost, stolen, condemned, confiscated, damaged, destroyed, or needs maintenance, repairs or replacement due to an act, error, omission, breach, negligence or willful misconduct of one or more employees or other agents of both the Company and the Customer, the Company shall repair or replace such part of the Facilities, and the cost of any such repair or replacement shall be shared by the Customer and the Company in proportion to their respective degrees of fault.

6. Removal. Upon termination of the provision of service to the Customer, the Company at its option may, and upon the Customer's request the Company will, remove all or any part of the Facilities. The Customer will bear the cost and expense of such removal.

7. Relocation. If relocation of all or any part of the Facilities is requested by the Customer or there is a change in the Customer's operation or construction, which in the judgment of the Company, makes such relocation necessary or advisable, the Company will move such facilities at the Customer's expense to a location on or adjacent to the Premises mutually acceptable to the Company and the Customer.

8. Miscellaneous.

(a) The listing of the Required or Requested Facilities in the Facilities Rental Service attachment and the monthly rental may be modified from time to time upon oral or written notification to the Customer (and the removal or installation of any such Facilities shall constitute prima facie evidence of such notification).

(b) The Company may adjust the Facilities (b) the monthly rental if the Customer's actual MKD is more or less than the level set forth in Section 2 above.

(c) The Company may adjust the monthly rental as provided in Section 3(c) and in the Facilities Rental Service attachment.

9. Safety. Be advised that safety on the job site is the responsibility of the Customer and the Customer's contractor. The Occupational Safety and Health Administration (OSHA) requires a specific clearance when working near energized primary electric lines. Consider all electric wires to be energized and non-insulated. Workers may be electrocuted or seriously injured by contact with the power lines or while working in close proximity to those lines. All workers and equipment must maintain a safe distance from the power lines at all times. The Customer or Customer's contractor should not commence work near ComEd's lines until such time that temporary protective measures have been taken to guard against danger of incidental contact.

Consult OSHA guidelines for more specific information when working near or around energized electrical equipment. (See www.osha.gov <<http://www.osha.gov>>.) Contact 1-800-EDISON-1 for questions concerning working in proximity to ComEd electrical facilities.

Clearance of electrical equipment from permanent structures is governed by the National Electrical Safety Code (NESC). Reference the National Electrical Safety Code for specific information.

ComEd is very concerned about the safety of its customers and others working around its facilities. Compliance with OSHA and the NESC is a requirement. Please ensure that the activities undertaken by the Customer or Customer's contractor include the safe work practice of maintaining the required working clearances and required vertical and horizontal clearances from permanent structures.

FACILITIES RENTAL SERVICE - RIDER NS

S.E.R. #: **ND240840**

The Company hereby agrees to furnish and maintain hereunder facilities which the Company provides on a rental basis, for which the Customer agrees to pay a monthly rental of **\$0.00** as described below:

1. Required Transformer Facilities:

Transformer Number: 437203K7 @ 120/208Y

1 - 25	KVA-CONV OVHD TRANS, 7200-120/240 VOLTS, PHASE-NEUTRAL @ 15.28 (COK210025)	\$15.28
1 - 25	KVA-CONV OVHD TRANS, 7200-120/240 VOLTS, PHASE-NEUTRAL @ 15.28 (COK210025)	\$15.28
1 - 25	KVA-CONV OVHD TRANS, 7200-120/240 VOLTS, PHASE-NEUTRAL @ 15.28 (COK210025)	\$15.28
	Total	\$45.84

2. Standard Transformer Facilities:

3 - 25	KVA-CONV OVHD TRANS, 7200-120/240 VOLTS, PHASE-NEUTRAL @ 15.28 (COK210025)	\$45.84
	Total	\$45.84

3. Additional Required Facilities:

Total \$0.00

4. Additional Standard Facilities:

Total \$0.00

5. Frozen Transformer Rental:

\$0.00

6. Monthly Transformer Rental:

\$0.00

(item 1 minus item 2, minus item 5)

NOTE: if this value is less than zero, this line item will be changed to zero

7. Monthly Switchgear Rental:

\$0.00

(item 3 - item 4)

NOTE: if this value is less than zero, this line item will be changed to zero

8. Capacitor Facilities:

\$0.00

0 @ \$0.20

9. Total Monthly Rental:

\$0.00

(item 6 + item 7 + item 8)

All such facilities shall remain property of the Company.

The monthly rental specified is based on the Company's standard rental charges applicable on the date hereof and is subject to change. The actual rental charges shall be those in effect at the time of the installation of the facilities; and whenever there is a change in facilities which require a different rental payment, the rental charge for all facilities of the same class will be based on charges in effect at that time. The monthly rental is in addition to all other charges under the contract to which this rider applies.

Customer Name: **VILLAGE OF MORTON GROVE**

Address: **8300 LEHIGH AVE, MORTON GROVE**

Dated: **08/25/2025**

METER LEASE SERVICE - RIDER ML

S.E.R. # :

The Company agrees to furnish and maintain on the Customer's premises metering equipment in excess of a standard meter allowance to measure the electricity supplied to the Customer, as described below, for which the Customer agrees to pay a total monthly meter lease amount of

- @ ()

Total Required:

2. Standard Meter Allowance:

3. Total Monthly Meter Lease:
(item 1 minus item 2)

The Customer agrees to furnish and install the wiring, supports, and other appurtenances, as specified by the Company, necessary for the metering installation or installations.

The monthly meter lease specified above is subject to change and is in addition to all other charges under the Company's tariffs.

The Standard Meter Allowance is a dollar amount that represents the average rental value of a standard one meter installation for most delivery classes. The Extra Large Load Delivery Class (Over 10 MW) has a Standard Meter Allowance of two meters.

Customer:

Dated:

**RIDER ZSS - ZERO STANDARD SERVICE
ACKNOWLEDGMENT**

1. Acknowledgement

VILLAGE OF MORTON GROVE (the “Customer”) hereby acknowledges the terms and conditions of Rider ZSS - Zero Standard Service (“Rider ZSS”), Rider NS - Nonstandard Services and Facilities (“Rider NS”), Rider ML - Meter-Related Facilities Lease (“Rider ML”) and the General Terms and Conditions stated in the Company’s tariffs, as they may be amended from time to time under which Commonwealth Edison Company (the “Company” or “ComEd”) is providing electric facilities and equipment to serve the Customer’s premises located at **8300 LEHIGH AVE, MORTON GROVE** (the “Premises”). In the event of any conflict between the terms of this acknowledgement and the terms of the Company’s tariffs, the latter will prevail.

Service under Rider ZSS will commence on or about **08/25/2025**.

Exhibit A attached hereto provides a diagram displaying the Customer’s service point locations, including the location serving the Zero Standard Portion and the interconnection of generator groups along with the generating capacity of the respective generator groups. An Electric Facilities Service Acknowledgement, as applicable, identifies the estimated Maximum Kilowatts Delivered (“MKD”) for the Premises and the estimated demands and voltage information for each service point location.

The undersigned Customer acknowledges the terms noted herein.

FOR THE CUSTOMER:

Signature

Print Name

Official Capacity or Title

Customer Mailing Address

Date



Agreement Date : 08/25/2025
Phone Number : 779-231-2796

Submitted by : JACOB KLCO
Group :

Type of Payment Check Wire/ACH

Name : VILLAGE OF MORTON GROVE
Service Address : 8300 LEHIGH AVE
City, State : MORTON GROVE, IL

SER Payment
S.E.R. #: ND240840

CIMS Account #	Work Order Task #	Total
0328941222	1992207401	\$0.00

SKOKIE OFFICE
5190 CHURCH STREET
SKOKIE, ILLINOIS 60077
779-231-2796



LEXINGTON HOMES LLC
STE 200
1731 N MARCEY ST
CHICAGO, IL 60614

Date: 08/25/2025

For Electrical Service To:
8300 LEHIGH AVE *RUA
MORTON GROVE, IL

Enclosed please find a copy of your Customer Work Agreement.
To ensure prompt processing of your agreement please do the following :

- Review, sign and date the Customer Work Agreement.
- Return the signed copy of the agreement and payment of **\$44,293.49** in the enclosed envelope, to my attention.

Work cannot proceed until we have received the signed document with your remittance and a call to 1-866-NEW-ELEC (1-866-639-3532) letting us know your electrician has completed work and passed required municipal government inspections. Upon approval by our Company, one copy of the document will be returned to you for your records.

If this contract is not returned within 30 days, it will be cancelled.

You may make payments on the ComEd website or by phone .

By **Internet** go to: <https://www.comed.com/MyAccount/MyBillUsage/Pages/PayMyBill.aspx>
(for payments of \$5,000 or less for Credit/Debit)
(for non-business payments of \$100,000 or less for eCheck)
(for business payments of \$500,000 or less for eCheck)

Or

By **Customer Service Representatives** (English & Spanish)
1-800-334-7661 (for payments of \$5,000 or less for Credit/Debit)
1-800-588-9477 (for non-business payments of \$100,000 or less for eCheck)
1-877-426-6331 (for business payments of \$500,000 or less for eCheck)

If you have any questions concerning this contract please contact your Field Representative.

Sincerely,

Enclosures

JACOB KLCO
DCC
779-231-2796

CUSTOMER WORK AGREEMENT

PL#:

CWA#: **ND250525** R:0000

Date: 08/25/2025

LEXINGTON HOMES LLC ("Customer") and **ComEd** ("Company") agree that the Company will furnish at the Customer's expense the labor and materials necessary to do the work for the Customer on or adjacent to the Customer's premises at **8300 LEHIGH AVE *RUA, MORTON GROVE, IL 60053**, described below.

CUSTOMER WORK AGREEMENT - CUSTOMER WORK ORDER SER ND240840 FOR VILLAGE RIDER NS. LEXINGTON HOMES TO PAY FOR NON-STANDARD DESIGN.

CHARGES FOR REQUESTED INSTALLATION	\$44,293.49
TOTAL CUSTOMER CHARGE	\$44,293.49

The Customer agrees to pay to the Company the sum of **\$44,293.49**, payment in full due prior to beginning of Company work.

The charges listed in this contract are for performing the work identified herein under normal field conditions. If abnormal field conditions are encountered and additional labor and materials are required to complete the work, or if the scope of work is altered, ComEd reserves the right to collect, and the owner agrees to pay, additional money to cover the increased costs.

The sketch, if any, attached hereto is hereby made a part of this Agreement and expressly designates ownership of the facilities referred to.

The Total Customer Charge reflects the scope of work described in this Customer Work Agreement that will be performed by the Company. This does not include charges for the relocation or removal of equipment owned by others, such as cable television or communication companies, that are attached to the Company's poles. It is the Customer's responsibility to contact these other companies to schedule the relocation or removal of their equipment from the poles. These companies will bill the Customer separately for the work they must perform.

Work will be done during the Company's regular working hours, unless otherwise specified.

This Agreement shall be void if not accepted by the Customer within thirty days from date submitted.

Transformers and metering equipment installed in conjunction with this work, shall in all cases, remain the property of the Company.

In the event the work covered by this Agreement cannot be completed within one year from the above date as a result of delays on the part of the Customer or because the Company has been denied access to the premises, the charge to the Customer shall be recomputed based on the level of costs prevailing at the time of completion of the work as stipulated in the Company's General Company Order No. 25.

This agreement is subject to the provisions of the Company's Schedule of Rates and Information and Requirements for Electric Services as on file with the Illinois Commerce Commission.

FOR THE COMPANY:

FOR APPLICANT:

JACOB KLCO

Submitted By

Accepted By

Signature

Accepted By

Signature

Print Name

Print Name

Official Capacity

Account Number: **4200605683**

Work Task Number: **1992207401**

Payment Stamp

Mail Bills To: **LEXINGTON HOMES LLC
STE 200
1731 N MARCEY ST
CHICAGO, IL 60614**



Agreement Date : 08/25/2025

Submitted by : JACOB KLCO

Phone Number : 779-231-2796

Group :

Type of Payment

Check

Wire/ACH

Name : LEXINGTON HOMES LLC

Service Address : 8300 LEHIGH AVE *RUA

City, State : MORTON GROVE. IL

CWA Payment

C.W.A. #: ND250525

CIMS Account #	Work Order Task #	Total
4200605683	1992207401	\$44,293.49



S.E.R./C.W.A # ND240840

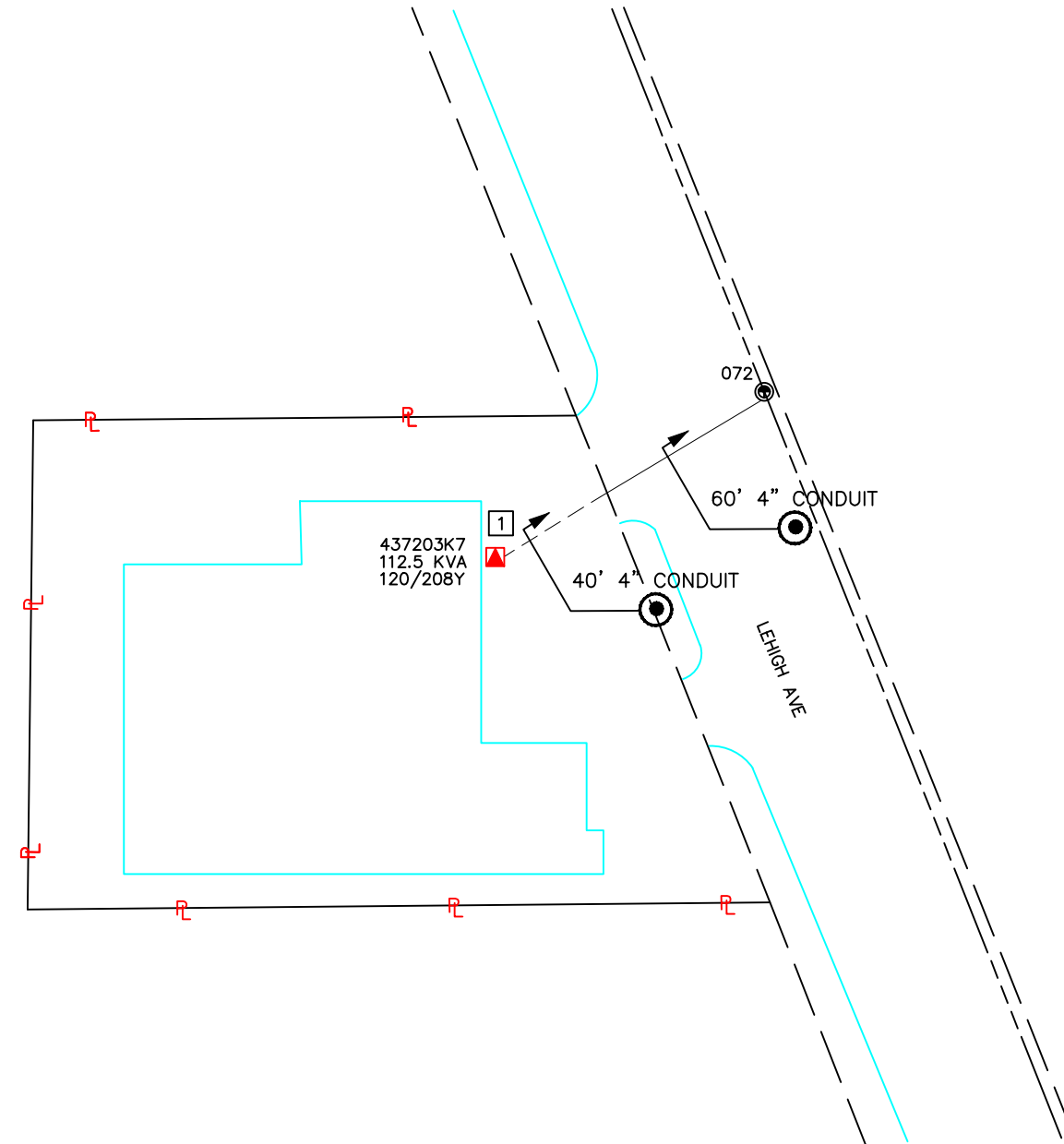
EXHIBIT A

VILLAGE OF MORTON GROVE
8300 LEHIGH AVE
MORTON GROVE, IL 60053

P.L.: 437203 DESIGNER: JIM SANDERS

DATE: 7/8/2025 PAGE: 1 OF 1

1 PADMOUNT RADIAL TRANSFORMER 437203K7 112.5 KVA 12KV 120/208Y



LOCATION PLAN FOR ELECTRICAL FACILITIES APPROVED BY:

X _____
CUSTOMER DATE

COMMONWEALTH EDISON COMPANY
NEW BUSINESS ENGINEERING DEPARTMENT

JAKE KLCO 7/8/2025
PROJECT COORDINATOR DATE

TELEPHONE: (847) 421-0501



SERVICE ENTRANCE LOCATION SKETCH

S.E.R/C.W.A # ND240840

THIS INFORMATION IS FOR THE ELECTRICAL CONTRACTOR AND/OR ARCHITECT FOR 8300 LEHIGH AVE, MORTON GROVE, IL 60053

HISTORICAL TOTAL MAXIMUM DEMAND OF 27 K.W. FROM PREVIOUS 2-25KVA OH (TYPE) TRANSFORMER. (LOCATION N/A)

(1PH) & (3PH)

FOR A CONNECTED LOAD OF (0) & (223) K.W. AND N/A H.P. AND N/A SPECIAL AND ESTIMATED TOTAL MAXIMUM DEMAND OF 102 K.W. FOR CLASS OF BUSINESS COMMERCIAL SERVICE VOLTAGE 120/208Y THE ELECTRICAL CONTRACTOR SHOULD SECURE THE APPROVAL OF THE APPROPRIATE AUTHORITY AND MUST CONFORM TO THE COMMONWEALTH EDISON COMPANY'S BOOK OF INFORMATION AND REQUIREMENTS FOR THE SUPPLY OF ELECTRIC SERVICE. THIS LOCATION IS CONTINGENT UPON THEIR BEING NO OBJECTION TO CROSSING ADJACENT PROPERTY WITH SERVICE WIRE AS NECESSARY. LOCATION GIVEN IS FOR LOAD SHOWN ABOVE AND ANY CHANGE IN LOAD MAY REQUIRE CHANGE IN LOCATION. CUSTOMER'S UNDERGROUND CONDUIT SHOULD NOT BE INSTALLED IN ADVANCE OF COMED'S CONDUIT. APPROVAL OF SERVICE LOCATION AS SHOWN BELOW.

COMED TO:	CUSTOMER TO:
<p>1 POLE 437203072 (OLD F373990 & NEW RISER F580325) -REMOVE F373990 AND ALL ASSOCIATED EQUIPMENT -REMOVE SECONDARY DEAD END AND ALL ASSOCIATED EQUIPMENT -INSTALL NEW PRIMARY RISER TAPPED OFF OF BOTTOM CIRCUIT (C299) -INSTALL STREET LIGHT WIRE DEADEND -INSTALL 3 SPANS OF STREET LIGHT SECONDARY TO THE NORTH TO ENERGIZE EXISTING STREET LIGHT (LOC 8, 9, 10) -TRANSFER NEUTRAL TO POLE</p>	<p>2 NEW PADMOUNT TRANS 437203K7 -INSTALL CUSTOMER OWNED AND MAINTAINED TRANSFORMER PAD PER C5286.B</p> <p>3 CUSTOMER CONDUIT -INSTALL 4" CONDUIT BETWEEN LOC 2 AND LOC 7 (APPROX 40')</p> <p>7 SPLICE PIT -MUST IDENTIFY END OF CONDUIT AT LOC 7 SO COMED CAN FIND AND CONNECT OUR CONDUIT TO CUSTOMERS CONDUIT.</p>
<p>2 NEW PADMOUNT TRANS 437203K7 -INSTALL A 112.5 KVA 12KV 120/208Y RADIAL PADMOUNT TRANS ON CUSTOMER OWNED PAD</p>	<p>-ALLOW ACCESS TO SITE FOR ALL NECESSARY COMED WORK TO BE PERFORMED</p>
<p>3 CONDUIT AND CABLE -COMED TO INSTALL 4" POLY PIPE UNDER THE ROAD FROM LOC 1 TO LOC 7 (APPROX 60') -COMED TO INSTALL 3-1/C #2 STRD AL EXCCJ CABLE FROM LOC 1 TO LOC 2 (APPROX 140')</p>	

-----CONTINUED ON PAGE 2-----

REVISION	BY	DATE
1.		
2.		
3.		
4.		

LOCATION PLAN FOR ELECTRICAL FACILITIES APPROVED BY:

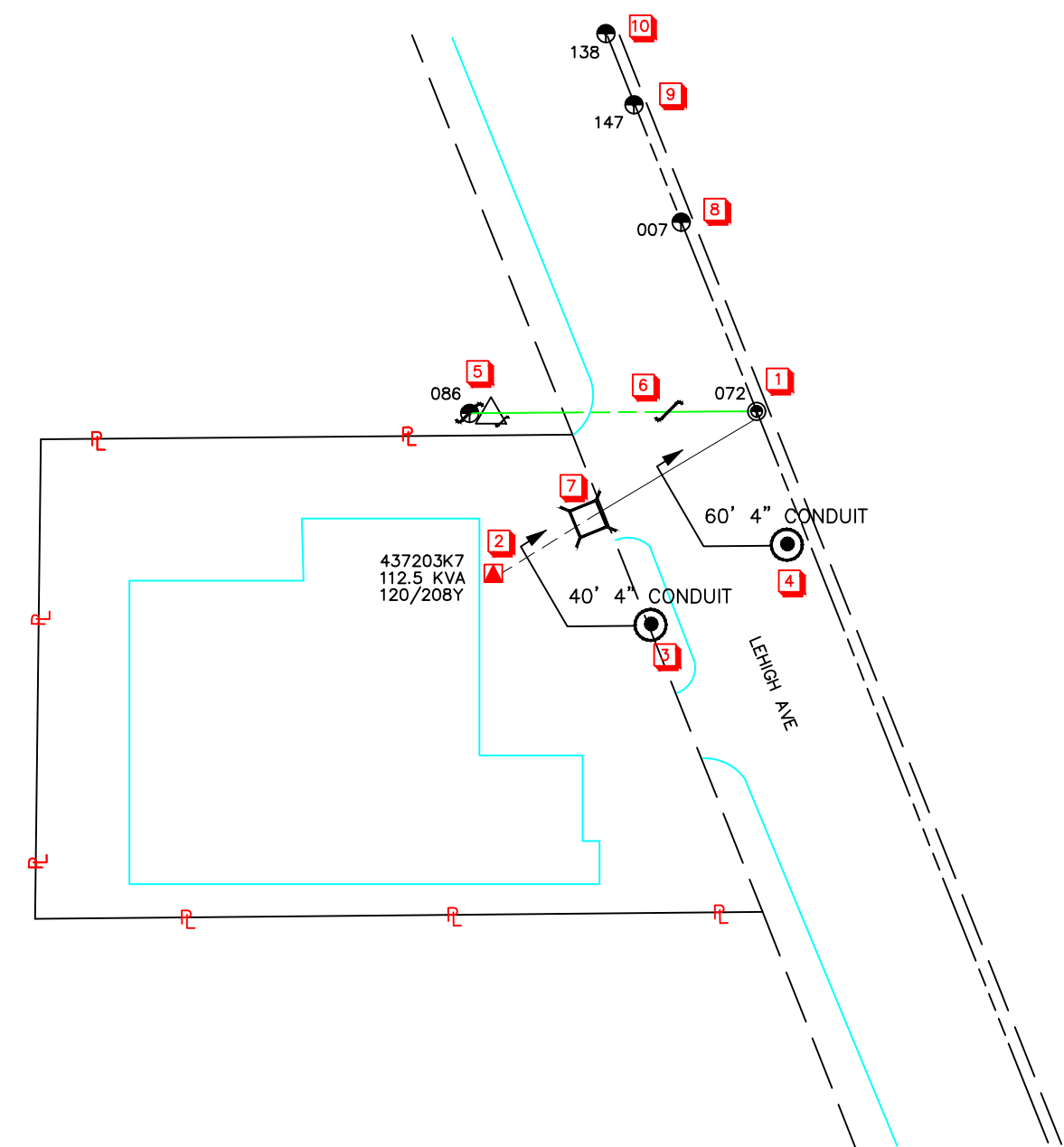
X _____ DATE _____

CUSTOMER

COMMONWEALTH EDISON COMPANY
 NEW BUSINESS ENGINEERING DEPARTMENT
JAKE KLCO 7/8/2025
 PROJECT COORDINATOR DATE
 TELEPHONE: (847) 421-0501

LEGEND

1	WORK LOCATION
/	REMOVE EQUIPMENT SYMBOL
-----	CUSTOMER CONDUIT
●	PROPOSED CABLE
-----	EXISTING ROW
-----	EXISTING OH PRIMARY WIRES
-----	COMED CONDUIT
□	SPLICE PIT
▲	PROPOSED PADMOUNT TRANSFORMER



SHORT CIRCUIT CURRENT

THE SHORT CIRCUIT CURRENT WHICH CAN BE DELIVERED FROM COMMONWEALTH EDISON COMPANY'S SYSTEM, CALCULATED AT THE FIRST POINT OF CONNECTION BETWEEN EDISON-OWNED FACILITIES AND THOSE OF VILLAGE OF MORTON GROVE SUCH POINT(S) BEING SITUATED AT 8300 LEHIGH AVE, MORTON GROVE IL 60053 IS 18,310 AMPERES SYMMETRICAL RMS, 3 PHASE, AT 120/208Y VOLTS.

THE ELECTRICAL CHARACTERISTICS OF THE CIRCUITS USED IN EXTENDING FROM THE AFOREMENTIONED POINT(S) AND THOSE OF YOUR ROTATING EQUIPMENT WILL AFFECT THE THE SHORT CIRCUIT DUTY IMPOSED ON YOUR ELECTRICAL FACILITIES.

WE SUGGEST THAT THIS INFORMATION BE CONVEYED TO THE DESIGNER OF YOUR ELECTRICAL SYSTEM TO ENABLE HIM TO SPECIFY AN ADEQUATE AND ECONOMICAL INSTALLATION.

- CUSTOMER CONDUIT REQUIREMENTS**
1. CONDUIT FOR PRIMARY OR SECONDARY CABLE MUST BE A MINIMUM OF 36 IN DEEP TO TOP OF DUCT TO FINISHED GRADE.
 2. CUSTOMER MUST FURNISH AND INSTALL (1) 4 INCH CONDUIT UNDER ANY PAVED AREA.
 3. PLASTIC PVC SCHEDULE 40 DUCT OR STEEL CONDUIT IS RECOMMENDED FOR INSTALLATION BY CUSTOMER. IF THIN WALL IS USED UNDER ROADWAYS OR PARKING AREAS, IT MUST HAVE A CONCRETE ENCASEMENT OF 11-3/4 INCH.
 4. IF CONDUIT BENDS ARE REQUIRED, INSTALL 48 INCH RADIUS TYPE, 4 INCH STEEL. MAXIMUM BEND DEGREES FOR PULLING CABLE IS 270 DEGREES CUMULATIVE TOTAL. FOR CONDUIT BEND AT POLE SEE COMED SPEC C4270.
 5. CUSTOMER TO ROD AND PULL TEST MANDREL IN OWN DUCTS AND ALSO INSTALL NYLON PULLING ROPE.
 6. CUSTOMER TO INSTALL END CAPS ON OWN CONDUIT AND STAKE THE LOCATION OF END OF DUCT.
 7. AN INSPECTION IS REQUIRED BY THE COMED PROJECT MANAGER BEFORE THE CUSTOMER CONTRACTOR BACKFILLS OVER THE CONDUIT OR POURS ANY PAD. CONTACT JAKE KLCO AT (847) 421-0501 FOR PAD AND CONDUIT INSPECTION.

comed
AN EXELON COMPANY

SERVICE ENTRANCE LOCATION SKETCH

VILLAGE OF MORTON GROVE
8300 LEHIGH AVE
MORTON GROVE, IL 60053

P.L.: <u>437203</u>	DESIGNER: <u>JIM SANDERS</u>
DATE: <u>7/8/2025</u>	PAGE: <u>1 OF 2</u>

COMED TO:

- 5 POLE 437203086 (TR 437203A2)
 - REMOVE OH TRANSFORMERS AND ALL ASSOCIATED EQUIPMENT
 - REMOVE ALL SECONDARIES
 - REMOVE ANCHOR AND GUY
 - TOP POLE (AT&T TO REMOVE POLE)

- 6 OH WIRE NOTES
 - REMOVE 2 PHS #2 CU PRIMARY WIRE BETWEEN LOC 1 AND LOC 5 (APPROX 100' SPAN)
 - REMOVE NEUTRAL AND STREET LIGHT WIRE BETWEEN LOC 1 AND LOC 5 (APPROX 100' SPAN)
 - REMOVE OVERHEAD SERVICE AND TERMINATE AND LIVEN NEW UNDERGROUND SERVICE

- 7 SPLICE PIT
 - DIG SPLICE PIT AND CONNECT CUSTOMER CONDUIT TO COMED CONDUIT

- 8 POLE 437203007
 - INSTALL STREETLIGHT WIRE (LINE POLE)

- 9 POLE 437203147
 - INSTALL STREETLIGHT WIRE (LINE POLE)

- 10 POLE 437203138
 - INSTALL STREETLIGHT WIRE (DEADEND)
 - TIE IN NEW STREETLIGHT WIRE TO EXISTING SECONDARY



SERVICE ENTRANCE
LOCATION SKETCH

VILLAGE OF MORTON GROVE
8300 LEHIGH AVE
MORTON GROVE, IL 60053

P.L.:	437203	DESIGNER:	JIM SANDERS
DATE:	7/8/2025	PAGE:	2 OF 2



LETech inc.
 4716 52 Ave Kenosha WI 53144
 Phone: 262 653 9300
 Fax: 267 295 8137
 Email: donlarsen@letechinc.com
 Web: www.letechinc.com

LARSEN ELECTRICAL TECHNOLOGIES

September 24, 2025

\$21,006.00 \$ per GSF

Mr. Steven Milles

\$21,006.00 \$ per Unit

Milles

1 Av SQ per unit

RE: Morton Municipal

Service Remodel

Morton Grove

1 Units

Electrical Proposal

Dear Mr. Steven Milles

Thank you for recognizing LETech inc. as a qualified bidder for the above referenced project. LETech inc. will furnish and install the material and provide labor to perform the following scope of work, based on our interpretation of the drawings and information provided. Drawing Date Budget

I. PROPOSAL PRICING

A. New 400 amp CT cabinet with Main breaker, hand dig to trans pad & backfill	\$21,006.00
Includes new CT with disconnect	
Includes conduit/feeder to existing MDP	
Includes hand digging to new trans pad & feeder conduit/wire	
Includes conduit/wire into building	
Includes JULIE & coordination	
Excludes permit/boring/trans pad	
R. Total	\$21,006.00

IV. SPECIAL NOTES

- A. This quotation is good for 30-days.
- B. Pricing is based on 30 day payment.
- C. Retention is not included or retention reduction agreement is agreed to.
- D. T&M Rate is \$144.00 Through 5/31/2026.

If you have any questions, or require additional information or clarification, please contact me.

Yours Truly,
LETech inc.
 Don Larsen
 Cell: 262 620 5550





ELECTRIC

Commercial • Industrial
Licensed • Bonded • Insured

One



October 1, 2025

Steven Millies, P.E.
Millies Engineering
9711 Valparaiso Drive
Munster, IN 46321

Regarding :

Electrical Service Modification
Village of Morton Grove
8300 Lehigh Ave.

Dear Mr. Millies,

We appreciate the opportunity to submit this proposal for your electrical needs.
Based on scope sheets, Electric One, Inc. will :

Provide :

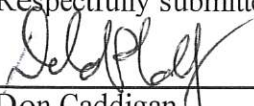
- New secondary feed from transformer to CT cabinet.
- New feed from CT cabinet to indoor 400amp service rated fused switch.
- (12) spare 4" PVC from transformer to building for future.
- Disconnect existing service for removal.
- Reconnect existing feeds for building to new service disconnect.
- New 100amp 3ø feed from new transformer to existing 100amp disconnect.
- Trenching from transformer pad to building, backfill from spoils.
- Spoils removed from site by others.

Price : Twenty-five Thousand Five Hundred Ninety-eight Dollars **\$25,598**

Note : Any additional work will be on a separate time and material invoice.

We hope the above proposal meets with your approval. If acceptable please sign, date and return along with a purchase order. If you have any questions, please feel free to contact us at (708) 535-3001.
By signing this document, you are entering into a contractual agreement for the above mentioned work.

Respectfully submitted,



Don Caddigan

Accepted by :

Signature/Date

Note: This proposal is valid for 30 days.

Proposal # 8720

Your P.O. Number



LYONS & PINNER ELECTRIC COMPANIES

650 East Elm Avenue – P O Box # 749
LaGrange, Illinois 60525
Phone: (708) 588-6800 Fax: (708) 588-6805

September 9, 2025

Village of Morton Grove
c/o Millie's Engineering Group
221 N. LaSalle St.
Chicago, IL 60601
Attn: Steven Millies

8300 Lehigh Electrical Service Modifications

Steven –

We offer this proposal for the above referenced project. Our scope is as follows:

Demo:

- Remove and dispose of existing CT/Meter/Disconnect.

Service Revision – Base Bid:

- Furnish and install a new exterior CT/Meter and a new interior service disconnect switch.
- Provide underground feeders from the ComEd pad to new equipment.
- Sawcut, trench and backfill to grade for our own work.
- Under the base bid, furnishing and installing the ComEd pad, primary conduits, trenching, backfill and asphalt repair is by others.
- Asphalt repair above the new secondary conduit is NOT included as it would be much more cost efficient for whoever is patching the lot for the primary conduits complete this work.
- Concrete encasement of conduits is not included.

Service Revision – Alternate:

- Furnish and install a new ComEd pad.
- Sawcut existing driveway and remove existing asphalt for primary feeds.
- Furnish and install 2 – 4" PVC conduits from ComEd location 2 to ComEd location 7 (Approx 40'). Mark splice pit location for ComEd.
- Backfill to grade and patch disturbed asphalt after ComEd conduit connection.

- Boring/excavation, conduit etc. for conduits from ComEd location 7 to ComEd location 1 is **NOT** included.
- Concrete encasement of conduits is not included.

General Notes:

We exclude taxes.

We exclude premium time.

We include a \$750.00 allowance for permit costs. Any cost above this allowance will be billed to the Village.

We exclude any temporary generators/temporary power during ComEd shutdowns.

Performance and payment bond cost is not included. If required, please add 1% to our bid for bond cost.

The current political climate carries the threat and actual implementation of increased or additional federal tariffs and taxes (collectively, “Tariffs”) and/or embargoes on products, materials and equipment, including those priced in this quotation. Yet, it is unknown to Lyons and Pinner Electric Companies (“L-P”) whether such Tariffs and/or embargoes will have a cost or schedule impact on some of the materials and equipment included in this quote. Therefore, L-P excludes from this quote any unknown costs, or project schedule impacts due to material and equipment availability or delivery delays, resulting from such Tariffs and/or embargoes. L-P reserves the right to request and obtain increased monetary compensation and/or schedule adjustments necessitated by Tariffs enacted and/or embargoes implemented after January 1, 2025.

Base Bid:	\$39,850.00
Alternate: ComEd Pads and Primary Conduits	\$29,950.00

Thank you for the opportunity to bid this project. If questions arise, or additional information is required, please do not hesitate to contact us.

Lyons – Pinner Electric Companies

Tim Murphy
Chief Estimator – Commercial/Industrial
(708) 588-6856



Geary Electric, Inc., Electrical and Communication Solutions

3151 Commercial Ave, Northbrook, IL 60062
Telephone (847) 509-0540 * Fax (847) 509-0512

Millies Engineering Group
9711 Valparaiso Drive
Munster, IN 46321
Attn. Steven Millies

September 26, 2025
Page 1 of 2

Bid For: Village of Morton Grove Electrical Service Modification PDF

We, Geary Electric, are furnishing the following cost and scope of work per your email dated 8/26/25 and the following:

Exclusions and Qualifications

1. Permit fees have not been included
2. Com Ed fees have not been included
3. See alternate for bonding fees
4. We have not included patching or repairing the exterior walls
5. We have not included a generator; the building will be without power for a period of time
6. All work shall be performed Monday through Friday; 7am to 330pm
7. All underground secondary conduit shall be rigid steel
8. All interior conduit shall be EMT
9. We have not included working through snow or frost
10. Price is valid for 30 days

11. Excluded Scope of Work

- a. Boring (2) 4 inch poly conduits between existing utility pole and new transformer
 - b. Provide (2) 4 inch conduits up utility pole
 - c. Provide pull line in bored conduits
 - d. Provide (2) 4 inch conduits stubbed out of pad for secondary cables
 - e. Excavation and setting or precast transformer pad, pad shall be installed with in 20 feet of building
 - f. Patching of pavement
12. Included scope of work
- a. Excavate between building and transformer pad
 - b. Provide (2) 4 inch conduits, one for secondary cables and one for future spare; between transformer pad and new CT/meter cabinet
 - c. Provide one set of cables (4) 500 mcm thhn copper cables
 - d. Provide one 400 amp 120/208 volt CT/meter cabinet on exterior of building; located with in 20 feet of existing CT/meter/disconnect on exterior wall

- e. Core exterior wall
- f. Provide (1) 4 inch conduit through the wall with (4) 500 mcm thhn & (1) 1/0 thhn ground cable; between CT/meter cabinet and new 400 amp disconnect
- g. Provide new 400 amp 120/208 3 phase 4 wire service entrance rated fused disconnect with 400 amp fuses
- h. Provide (1) 1 ¼ conduit and (1) 1/0 conduit between existing service ground and new equipment
- i. Provide (2) 5/8 inch copper ground rods connected to new equipment
- j. Remove the existing CT/meter/disconnect cabinet
- k. Remove the existing overhead riser
- l. Patch the hole through the exterior wall
- m. Provide new pull box over the existing cables that were connected to the removed CT/meter/disconnect cabinet
- n. Provide (1) 4 inch conduit between the new disconnect and the new pull box with (4) 500 mcm thhn & (1) #2 thhn copper cables
- o. Splice cables in new pull box
- p. Provide (1) 1 ¼ conduit with (4) #2 thhn & (1) #8 thhn copper cables between new 400 amp disconnect and an existing 100 amp disconnect

Labor and Material \$46,705.00
Performance Bond \$1,868.00
Total \$48,573.00

Alternate:

- a. Boring (2) 4 inch poly conduits between existing utility pole and new transformer
- b. Provide (2) 4 inch conduits up utility pole
- c. Provide pull line in bored conduits
- d. Provide (2) 4 inch conduits stubbed out of pad for secondary cables
- e. Excavation and setting or precast transformer pad, pad shall be installed with in 20 feet of building
- f. Note patching of pavement is not included

Labor and Material \$49,892.00
Performance Bond \$1,996.00
Total Add \$51,888.00

Thank you,

Harry Crawford

Legislative Summary

Resolution 26-06

AUTHORIZING A CONTRACT WITH GLOBE CONSTRUCTION COMPANY, INC. OF ADDITION, ILLINOIS FOR THE 2026 CONCRETE SIDEWALK REPLACEMENT PROGRAM

Introduction:	January 27, 2026
Purpose:	To authorize the Village Administrator to execute a contract with Globe Construction Company, Inc. of Addison, Illinois for the 2026 Concrete Sidewalk Replacement Program.
Background:	Concrete sidewalks are repaired throughout the Village as part of the annual concrete replacement program. The work is performed mostly by a contractor hired by the Village. In accordance with the Village Code, the Department of Public Works – Engineering Division advertised on the Village’s website beginning December 16, 2025, inviting bids on the “2026 Concrete Sidewalk Replacement Program”. Five (5) bids were received, publicly opened, and read at the Public Works Facility on January 13, 2026, with the bid tabulation included in Exhibit “A”. Globe Construction Company, Inc. submitted the lowest bid with a bid amount of \$155,900.00. However, the bid amount is based on unit pricing, and the contract final price will be based on the number of units the Engineering Division will determine. The Village Administrator shall be authorized to issue contract change orders not to exceed fifteen percent (15% or \$23,385) of the contract amount and not to exceed authorization of \$179,285.00 to accommodate field changes and to keep the project on schedule. This contract must conform to the requirements of the Prevailing Wage Act.
Department Affected	Department of Public Works
Fiscal Impact:	The total amount shall not exceed \$179,285.00. Since this is a unit-price contract, the final contract amount will be based on the actual quantity of work performed.
Source of Funds:	2026 General Fund Account Number 02-50-17-55-2290
Workload Impact:	The Department of Public Works will manage and implement the project as part of its normal work activities.
Administrator Recommendation	Approval as presented
Second Reading:	Not Required
Special Requirements:	None

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

RESOLUTION 26-06

AUTHORIZING A CONTRACT WITH GLOBE CONSTRUCTION COMPANY, INC. OF ADDISON, ILLINOIS, FOR THE 2026 CONCRETE SIDEWALK REPLACEMENT PROGRAM

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

WHEREAS, the Department of Public Works – Engineering Division coordinates the repair of concrete sidewalks through an annual concrete replacement program; and

WHEREAS, the Department of Public Works advertised the first of two 2026 concrete sidewalk repair bid packages on the Village’s website beginning December 16, 2025, inviting bids on the “2026 Concrete Sidewalk Replacement Program”; and

WHEREAS, twenty-three (23) entities, contractors, or suppliers obtained the bidding materials; and

WHEREAS, five (5) bids were received, publicly opened, and read at the Public Works Facility at 10 a.m. on January 13, 2026, with the bid tabulation included in Exhibit “A”; and

WHEREAS, Globe Construction Company, Inc. of Addison, Illinois, submitted the lowest bid with a bid amount of \$155,900.00; and

WHEREAS, Globe Construction Company, Inc. satisfactorily performed work on two concrete replacement projects in 2025 and is qualified to perform this work; and

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

WHEREAS, funding for concrete replacement for the lump sum amount of \$300,000 is available in the 2026 Adopted Budget General Fund Account Number 02-50-17-55-2290.

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

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

SECTION 2: The Corporate Authorities accept the bid of Globe Construction Company, Inc. of Addison, Illinois in the amount of \$155,900.00.

SECTION 3: The Village Administrator is hereby authorized to execute a contract with Globe Construction Company, Inc. for 2026 Concrete Sidewalk Replacement Program in the amount of \$155,900.00 and to authorize the Village Administrator to issue contract change orders not to exceed fifteen percent (15% or \$23,385) of the contract amount and not to exceed authorization of \$179,285.00 to accommodate field changes and keep the project on schedule; and

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 Globe Construction Company, Inc.

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

Passed this 27th day of January 2026

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

Approved by me this 27th day of January 2026

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

Attested and Filed in my office this
28th day of January 2026

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

Legislative Summary

Ordinance 26-01

AMENDING TITLE 5, ENTITLED MOTOR VEHICLES AND TRAFFIC, CHAPTER 13, ENTITLED TRAFFIC SCHEDULES, OF THE MUNICIPAL CODE

Introduction:	January 27, 2026
Purpose:	To update Village Code Chapter 5-13 to include additional parking regulations in the area of Oakton Street and Menard Avenue in response to traffic complaints due to Niles West High School.
Background:	<p>The 8000 block of Menard Avenue has been the subject of ongoing traffic and pedestrian safety concerns raised by multiple stakeholders, including area residents, municipal departments, and partners at Niles West High School.</p> <p>Drivers associated with school drop-off have been observed turning from westbound Oakton to northbound Menard, dropping students curbside, and performing U-turns or three-point turns mid-block to return southbound to Oakton. These movements, combined with pedestrian crossings across Oakton and turning movements from southbound Menard to westbound Oakton, contribute to congestion and conflict points. Elevated pedestrian risk has also been noted at Menard and Warren during peak periods. Traffic congestion and safety risks are increased due to parking, standing vehicles, and passenger drop off in the 8000 and 8100 block of Menard.</p> <p>Village departments have implemented safety measures, including high-visibility crosswalks at Menard/Warren, pedestrian crossing signage, and targeted enforcement periods by police officers. During the 2023 school year, the Police Department worked with the Niles West Security Director to provide materials for crossing guard training. Niles West utilized a contracted security company to staff crossing guards at Menard/Oakton and directed pedestrians to use the easternmost crosswalk.</p> <p>On December 1st, after consultation with senior staff, and with the approval of the Village Administrator, the Police Chief, pursuant to Municipal Code Section 5-1-4, enacted temporary traffic regulations which included no parking, standing, passenger drop off on school days from 7:30 AM to 8:30 AM, no parking, standing, passenger drop off on school days from 3:00 PM to 4:00 PM, no U-Turns on Menard between Oakton Street and Keeney Street and no U-Turns on Warren Street between Major Avenue and Marmora Avenue; and Village implemented experimental traffic regulation which resulted in decreased congestion, improved safety, and positive feedback from residents. This Ordinance will make those experimental regulations permanent.</p>
Departs Affected	Police Department, Public Works
Fiscal Impact:	None
Source of Funds:	Not Applicable

Workload Impact:	The enforcement of this ordinance will be performed by the Police Department as part of their normal operations.
Administrator Recommendation	Approval as presented
Second Reading:	February 10, 2026
Special Requirements:	None

Submitted by: Chuck Meyer, Village Administrator
Reviewed by: Teresa Hoffman Liston, Corporation Counsel
Reviewed by: Mike Weitzel, Chief of Police
Prepared by: Dennis Johnson, Deputy Police Chief

ORDINANCE 26-01
AMENDING TITLE 5, ENTITLED MOTOR VEHICLES AND TRAFFIC, CHAPTER 13,
ENTITLED TRAFFIC SCHEDULES, OF THE MUNICIPAL CODE

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 President and Board of Trustees are committed to protecting the health, safety and welfare of the Village and its residents by controlling the flow of traffic and parking in Village of Morton Grove; and

WHEREAS, the 8000 block of Menard Avenue has been the subject of ongoing traffic and pedestrian safety concerns raised by multiple stakeholders, including area residents, municipal departments, and partners at Niles West High School; and

WHEREAS, Drivers associated with school drop-off have been observed turning from westbound Oakton to northbound Menard, dropping students curbside, and performing U-turns or three-point turns mid-block to return southbound to Oakton. These movements, combined with pedestrian crossings across Oakton and turning movements from southbound Menard to westbound Oakton, contribute to congestion and conflict points. Elevated pedestrian risk has also been noted at Menard and Warren during peak periods. Traffic congestion and safety risks are increased due to parking, standing, and passenger drop off in the 8000 and 8100 block of Menard; and

WHEREAS, Village departments have implemented safety measures, including high-visibility crosswalks at Menard/Warren, pedestrian crossing signage, and targeted enforcement periods by police officers. During the 2023 school year, the Police Department worked with the Niles West Security Director to provide materials for crossing guard training. Niles West utilized a contracted security company to staff crossing guards at Menard/Oakton and directed pedestrians to use the easternmost crosswalk; and

WHEREAS, the Police Chief, with the approval of the Village Administrator is authorized by Municipal Code Section 5-1-4, to enact temporary traffic regulations; and

WHEREAS, after consultation with senior staff, and with the approval of the Village Administrator, the Police Chief, pursuant to Municipal Code Section 5-1-4, enacted temporary traffic regulations which included no parking, standing, passenger drop off on school days from 7:30 AM to 8:30 AM, no parking, standing, passenger drop off on school days from 3:00 PM to 4:00 PM, no U-Turns on Menard between Oakton Street and Keeney Street and no U-Turns on Warren Street between Major Avenue and Marmora Avenue; and

WHEREAS, the temporary regulation were in place for 60 days from December 1, 2025, to January 30, 2026; and

WHEREAS, notifications were made to affected properties in the area of this experimental regulation; and

WHEREAS, affected residents were asked to provide feedback to the Village and only positive feedback was received from the public; and

WHEREAS, senior Village staff discussed the results of the temporary experimental restriction to evaluate the effects of the suggested change; and

WHEREAS, senior Village staff recommend making the temporary parking regulations permanent.

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 5, entitled Motor Vehicles and Traffic, Chapter 13 entitled Traffic Schedules, section F-4 entitled Restricted Parking Streets, of the Municipal Code is hereby amended to add subsection D:

D. No Parking, Standing, Passenger Drop Off

There shall be no parking, standing, or passenger drop off on the following streets between the hours indicated where official signs are posted stating "No Parking, No Standing, No Passenger Drop-Off"

Street	Between	Side Of Street	Day And Time
Menard Avenue	Oakton Street and Keeney Street	Both	On School Days 7:30 A.M. to 8:30 A.M. and 3:00 P.M. to 4:00 P.M.

SECTION 3: Title 5, entitled Motor Vehicles and Traffic, Chapter 13 entitled Traffic Schedules, of the Municipal Code is hereby amended to add section J-6 No U-Turn:

The following streets, intersections or lanes, at the times stated and in the direction indicated, are hereby declared no U-turn streets, intersections or lanes; and the superintendent of public works shall post appropriate signs to indicate such "No U-turn" restrictions:

Menard Avenue— Between Oakton Street and Keeney Street
 Warren Street — Between Major Avenue and Marmora Avenue

SECTION 4: Title 5, entitled Motor Vehicles and Traffic, Chapter 13 entitled Traffic Schedules, section F-4 entitled Restricted Parking Streets, subsection A of the Municipal Code is hereby amended to remove:

Menard Avenue	Oakton and Madison	Both	8:00 A.M. to 3:00 P.M.
---------------	--------------------	------	------------------------

And add:

Menard Avenue	Keeney and Madison	Both	8:00 A.M. to 3:00 P.M.
Menard Avenue	Oakton and Keeney	Both	8:30 A.M. to 3:00 P.M.

SECTION 5: The Director of Public Works and/or his designee is hereby authorized and directed to remove any conflicting signs and erect such signs as detailed in this Ordinance.

SECTION 6: All ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of the conflict, expressly repealed on the effective date of this Ordinance.

SECTION 7: 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 8: 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 9: This resolution shall be in full force and effect upon its passage and approval.

Passed this 10th day of February 2026

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

Approved by me this 10th day of February 2026

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

Attested and Filed in my office this
11th day of February 2026

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

Chapter 5-13 TRAFFIC SCHEDULES

[Article 5-13A: STOP INTERSECTIONS](#)

[Article 5-13B: YIELD INTERSECTIONS](#)

[Article 5-13C: THROUGH STREETS](#)

[Article 5-13D: NO ENTRY STREETS](#)

[Article 5-13E: ONE-WAY STREETS AND ALLEYS](#)

[Article 5-13F: PARKING RESTRICTION STREETS](#)

[Article 5-13G: SNOW ROUTES](#)

[Article 5-13H: LIMITED LOAD STREETS](#)

[Article 5-13I: BICYCLE ROUTES](#)

[Article 5-13J: TURN RESTRICTION STREETS](#)

[Article 5-13K: SPEED LIMITS](#)

[Article 5-13L: TRUCK PARKING RESTRICTION STREETS](#)

[Article 5-13M: TRAFFIC SCHEDULES](#)

Article 5-13A: STOP INTERSECTIONS

[5-13A-1: ONE-WAY STOP INTERSECTIONS](#)

[5-13A-2: TWO-WAY STOP INTERSECTIONS](#)

[5-13A-3: THREE-WAY STOP INTERSECTIONS](#)

[5-13A-4: FOUR-WAY STOP INTERSECTIONS](#)

5-13A-1: ONE-WAY STOP INTERSECTIONS

The following intersections are hereby designated as one-way stop intersections; and the superintendent of public works shall post appropriate signs at all such intersections:

<u>Street</u>	<u>Direction</u>	<u>At Its Intersection With</u>
Alley north of Dempster	Westbound	Between Major and Mango at Mango
	Westbound	Between Mango and Menard at Menard
	Westbound	Between Meade and Moody at Moody
Alley south of Dempster	Eastbound	Between Dempster and Carol - west of Major at Major
	Eastbound	Between Dempster and Carol - west of Marmora Avenue at Marmora Avenue
	Eastbound	Between Dempster and Carol - west of Menard at Menard
	Northbound	Between Callie and Fernald
	Westbound	Callie Avenue
	Westbound	Fernald Avenue
Alley west of the 8600 block of Georgiana Avenue	Southbound	The first alley north of the 6200 block of Capulina Avenue
Arcadia Avenue	Eastbound	Harlem Avenue
	Westbound	Washington Street
Avalon Drive	Southbound	Washington Court
Beckwith Road	Westbound	Washington Street
Belleforte Avenue	Southbound	Dempster Street

Birch Avenue	Southbound	Dempster Street
Callie Avenue	Northbound	Dempster Street
	Southbound	Lincoln Avenue
Capri Lane	Eastbound	Central Avenue
Capulina Avenue	Eastbound	Menard Avenue
Carol Avenue	Eastbound	Central Avenue
	Eastbound	Menard Avenue
Central Avenue	Northbound	Lincoln Avenue
Chestnut Street	Eastbound	Lehigh Avenue
Church Street	Eastbound	Beckwith Road
	Eastbound	Lehigh Avenue
	Westbound	Washington Street
Churchill Street	Eastbound	Lehigh Avenue
	Northbound	Davis Street
	Westbound	Washington Street
	Westbound	Waukegan Road
Cleveland Street	Eastbound	Major Avenue
	Westbound	Austin Avenue
	Westbound	Gross Point Road
	Westbound	Parkside Avenue
Concord Drive	Northbound	Lincoln Avenue
Crain Street	Eastbound	Theobald Road
Davis Street	Eastbound	Lehigh Avenue
	Eastbound	Linder Avenue
	Westbound	Washington Street
Eldorado Terrace	Eastbound	Overlook Drive
Elm Street	Eastbound	Lehigh Avenue
Emerson Street	Westbound	Octavia Avenue
Enfield Avenue	Westbound	Ozark Street
Fernald Avenue	Southbound	Lincoln Avenue
Ferris Avenue	Southbound	Lincoln Avenue
Forest Drive	Eastbound	Austin Avenue
Foster Street	Eastbound	Shermer Road
	Westbound	Washington Street
Frontage Road	Southbound	Lincoln Avenue
	Westbound	Central Avenue

	Westbound	Central Avenue (south)
	Westbound	Mango Avenue
Georgiana Avenue	Northbound	Dempster Street
Greenwood Avenue	Eastbound	Waukegan Road
	Westbound	Austin Avenue
	Westbound	Linder Avenue
	Westbound	Ozark Street
Grove Court	Eastbound	Austin Avenue
Harms Road	Northbound	Central Avenue
Hazel Street	Eastbound	Lehigh Avenue
Henning Court	Eastbound	Ferris Avenue
	Westbound	Narragansett Avenue
Hoffman Terrace	Eastbound	Narragansett Avenue
Keeney Street	Eastbound	Long Avenue
	Eastbound	Major Avenue
	Westbound	Parkside Avenue
Kirk Street	Eastbound	Lehigh Avenue
	Eastbound	Long Avenue
	Westbound	Nagle Avenue
Lake Street	Eastbound	Harlem Avenue
	Westbound	Washington Street
Lee Street	Eastbound	Frontage Road
	Westbound	Menard Avenue
Lehigh Avenue	Northbound	Lincoln Avenue
Lincoln Avenue	Eastbound	Lehigh Avenue
	Northbound	Dempster Street
	Southbound	Frontage Road
Linder Avenue	Southbound	Church Street
Long Avenue	Southbound	Galitz Street
	Southbound	Oakton Street
Lotus Avenue	Northbound	Oakton Street
Luna Avenue	Northbound	Oakton Street
	Southbound	Frontage Road
Lyons Street	Eastbound	Harlem Avenue
	Eastbound	Maple Court
	Eastbound	Menard Avenue

	Eastbound	Shermer Road
	Westbound	Oriole Avenue
	Westbound	Washington Street
	Westbound	Waukegan Road
Madison Street	Eastbound	Major Avenue
	Westbound	Austin Avenue
Main Street	Eastbound	Gross Point Road
	Eastbound	Lehigh Avenue
Major Avenue	Northbound	Main Street
	Southbound	Frontage Road
	Southbound	Oakton Street
Mango Avenue	Northbound	South Park Avenue
Mansfield Avenue	Northbound	Lincoln Avenue
	Southbound	Dempster Street
	Southbound	Theobald Road
Maple Street	Eastbound	Lehigh Avenue
	Westbound	Washington Street
Marion Avenue	Southbound	Greenwood Avenue
Marmora Avenue	Southbound	Oakton Street
Mason Avenue	Southbound	Dempster Street
Mayfair Avenue	Westbound	Concord Drive
McVickers Avenue	Northbound	Lincoln Avenue
Meade Avenue	Southbound	Dempster Street
Merrill Avenue	Southbound	Beckwith Road
	Southbound	Park Avenue
Merrimac Avenue	Northbound	Kirk Street
Monroe Street	Westbound	Austin Avenue
	Westbound	Central Avenue
Moody Avenue	Southbound	Dempster Street
Mulford Street	Westbound	Central Avenue
Nagle Avenue	Northbound	Oakton Street
Narragansett Avenue	Northbound	Dempster Street
Nashville Avenue	Northbound	Golf Road
Natchez Avenue	Northbound	Oakton Street
National Avenue	Southbound	Dempster Street
Neenah Avenue	Southbound	Beckwith Road

New England Avenue	Northbound	Beckwith Road
	Southbound	Dempster Street
Newcastle Avenue	Northbound	Beckwith Road
Normandy Avenue	Northbound	Golf Road
Oak Park Avenue	Southbound	Dempster Street
Octavia Avenue	Westbound	Shermer Road
Oketo Avenue	Southbound	Dempster Street
Olcott Avenue	Southbound	Dempster Street
Oleander Avenue	Northbound	Golf Road
	Southbound	Dempster Street
Oriole Avenue	Southbound	Dempster Street
Osceola Avenue	Southbound	Davis Street
	Southbound	Dempster Street
Oswego Street	Southbound	Dempster Street
Ottawa Avenue	Southbound	Dempster Street
Overlook Drive	Southbound	Beckwith Road
Ozanam Avenue	Northbound	Golf Road
	Southbound	Beckwith Road
Ozark Street	Southbound	Enfield Avenue
	Southbound	Greenwood Avenue
Palma Lane	Eastbound	Narragansett Avenue
	Westbound	Shermer Road
Park Avenue	Eastbound	Lehigh Avenue
	Westbound	River Road
Parking lot 6101 Capulina Avenue	North drive at Capulina Avenue	
	Northwest drive at School Street	
	South drive at South Park Avenue	
	Southwest drive at School Street	
Parkside Avenue	Southbound	Dempster Street
Ponto Drive	Eastbound	Harlem Avenue
	Westbound	Shermer Road
Reba Street	Eastbound	Major Avenue
	Westbound	Central Avenue

River Drive	Eastbound	Lehigh Avenue
Sayre Avenue	Northbound	Golf Road
	Southbound	Dempster Street
School Street	Northbound	Dempster Street
	Southbound	Lincoln Avenue
Simpson Street	Westbound	Golf Road
South Park Avenue	Eastbound	Frontage Road
	Eastbound	Menard Avenue
	Westbound	Theobald Road
Suffield Court	Eastbound	Harlem Avenue
Theobald Road	Eastbound	Frontage Road
	Westbound	Marmora Avenue
Warren Street	Eastbound	Major Avenue
	Westbound	Gross Point Road
Washington Court	Eastbound	Austin Avenue
Washington Street	Northbound	Foster Lane (west leg)
	Westbound	Austin Avenue
	Westbound	Central Avenue
Wilson Terrace	Eastbound	Harlem Avenue
	Westbound	Washington Street

(Ord. 06-24, 6-26-2006; amd. Ord. 07-21, 8-13-2007; Ord. 09-37, 1-11-2010; Ord. 10-07, 3-22-2010; Ord. 12-01, 2-13-2012; Ord 17-03, 1-23-17)

5-13A-2: TWO-WAY STOP INTERSECTIONS

The following intersections are hereby designated as two-way stop intersections:

<u>Street</u>	<u>At Its Intersection With</u>
Alley north of Dempster	Meade Avenue
Alley south of Dempster	Georgiana Avenue
Arcadia Street	Ozark Avenue
Beckwith Road	Harlem Avenue
	Shermer Road
Birch Street	Churchill Street
Capulina Avenue	Austin Avenue
	Marmora Avenue
Carol Avenue	Austin Avenue
	Marmora Avenue
Church Street	Harlem Avenue

	Shermer Road
	Waukegan Road
Churchill Street	7417 Churchill Street
Crain Street	Austin Avenue
	School Street
Davis Street	Austin Avenue
	Central Avenue
Emerson Street	Harlem Avenue
	Menard Avenue
Foster Street	Harlem Avenue
Greenwood Avenue	Central Avenue
	Harlem Avenue
	Harms Road
	Oriole Avenue
	Ozark Avenue
	Shermer Road
Keeney Street	Gross Point Road
Lake Street	Central Avenue
	Harms Road
	Ozark Avenue
Lee Street	Major Avenue
Linder Avenue	Oakton Street
Lotus Avenue	Kirk Street
Luna Avenue	Church Street
Lyons Street	Central Avenue
Madison Street	Gross Point Road
Main Street	Austin Avenue
	Menard Avenue
Major Avenue	Church Street
	Dempster Street
	Lake Street
	Theobald Road
Mango Avenue	Church Street
	Lincoln Avenue
Marmora Avenue	Church Street
	Dempster Street

	Lincoln Avenue
Mason Avenue	Church Street
	Greenwood Avenue
	Lincoln Avenue
Meade Avenue	Davis Street
Menard Avenue	Church Street
	Lincoln Avenue
Monroe Street	Gross Point Road
Moody Avenue	Lake Street
Morton Avenue	Lincoln Avenue
Nashville Avenue	Beckwith Road
Natchez Avenue	Beckwith Road
Normandy Avenue	Beckwith Road
Oak Park Avenue	Beckwith Road
Oleander Avenue	Suffield Street
Overhill Avenue	9421 and 9422
Ozanam Avenue	9423 and 9424
Ozark Street	9421 and 9422
Palma Lane	Normandy Avenue
	Oriole Avenue
Parkside Avenue	Church Street
	Davis Street
Reba Avenue	Gross Point Road
Sayre Avenue	Beckwith Road
South Park Avenue	Austin Avenue
	School Street
Washington Street	Gross Point Road

(Ord. 06-24, 6-26-2006; amd. Ord. 06-26, 7-24-2006; Ord. 07-22, 8-13-2007; Ord. 17-16, 07-10-17; Ord 17-32, 12-11-17; Ord. 20-05, 2-10-2020)

5-13A-3: THREE-WAY STOP INTERSECTIONS

The following intersections are hereby designated as three-way stop intersections; and the superintendent of public works shall post appropriate signs at all such intersections:

<u>Street</u>	<u>At Its Intersection With</u>
Beckwith Road	Lehigh Avenue
Central Avenue	Cleveland Street
Church Street	Oriole Avenue

Churchill Street	New England Avenue
Kirk Street	Central Avenue
Lake Street	Davis Street East
Lehigh Road	Beckwith Road
Lincoln Avenue	Cook County Forest Preserves St. Paul entrance
Maple Court	Maple Street
Marmora Avenue	Keeney Street
Menard Avenue	Crain Street
Merrill Avenue	Lyons Street
Moody Avenue	Greenwood Avenue
Narragansett Avenue	Eldorado Terrace
Nashville Avenue	Foster Street
Oak Park Avenue	Lyons Street
Oriole Avenue	Emerson Street
Parkside Avenue	Madison Street
Sayre Avenue	Foster Avenue
	Palma Lane
School Street	Carol Avenue
South Park Avenue	Morton Avenue
Suffield Street	Olcott Avenue
	Ozark Avenue
Theobald Road	Central Avenue

(Ord. 06-24, 6-26-2006; amd. Ord. 12-25, 8-13-2012)

5-13A-4: FOUR-WAY STOP INTERSECTIONS

The following intersections are hereby designated as four-way stop intersections:

<u>Street</u>	<u>At Its Intersection With</u>
Arcadia Street	Merrill Avenue
Austin Avenue	Lake Street
Beckwith Road	Austin Avenue
	Marion Street
	National Avenue
	Oriole Avenue
	Osceola Avenue
	Ozark Avenue
Capulina Avenue	Callie Avenue
	Fernald Avenue

	Ferris Avenue
	Georgiana Avenue
Central Avenue	Madison Street
Church Street	Merrill Avenue
	National Avenue
	Oak Park Avenue
	Osceola Avenue
	Ozark Avenue
Churchill Street	Merrill Avenue
	Oak Park Avenue
Cleveland Street	Marmora Avenue
Crain Street	Marmora Avenue
Davis Street	Cherry Avenue
	Marmora Avenue
	Mason Avenue
	Menard Avenue
	Merrill Avenue
	Oak Park Avenue
	Ozark Avenue
Emerson Street	Marion Avenue
	Sayre Avenue
Foster Avenue	Marion Avenue
Greenwood Avenue	Belleforte Avenue
	Mango Avenue
	Marmora Avenue
	National Avenue
	Oketo Avenue
	Ottawa Avenue
Keeney Street	Central Avenue
	Linder Avenue
Lake Street	Marmora Avenue
	Merrill Avenue
Linder Avenue	Kirk Street
	Madison Street
	Main Street
	Washington Street

Long Avenue	Cleveland Avenue
Luna Avenue	Davis Street
	Kirk Street
Main Street	Central Avenue
	Marmora Avenue
Major Avenue	Davis Street
	Greenwood Avenue
	South Park Avenue
Mango Avenue	Davis Street
	Lake Street
	Lee Street
Mansfield Avenue	Greenwood Avenue
	Lake Street
Mansfield Street	Davis Street
Mason Avenue	Lake Street
Meade Avenue	Lake Street
Menard Avenue	Greenwood Avenue
	Lake Street
	Madison Street
	Reba Street
	Theobald Road
Merrill Avenue	Maple Street
Oleander Avenue	Greenwood Avenue
Osceola Avenue	Lyons Street
Ozark Avenue	Churchill Street
	Maple Street
Parkside Avenue	Greenwood Avenue
	Lake Street
Sayre Avenue	Greenwood Avenue
School Street	Capulina Avenue
South Park Avenue	Marmora Avenue
Suffield Street	Oriole Avenue
Warren Avenue	Linder Avenue
Washington Street	Marmora Avenue

(Ord. 06-24, 6-26-2006; amd. Ord. 06-26, 7-24-2006; Ord. 16-10, 05-09-16; Ord. 17-16, 07-10-17; Ord. 21-01)

Article 5-13B: YIELD INTERSECTIONS

5-13B-1: YIELD RIGHT OF WAY INTERSECTIONS

5-13B-2: SCHOOL CROSSINGS

5-13B-1: YIELD RIGHT OF WAY INTERSECTIONS

- A. The following intersections are hereby designated as "yield right of way" intersections; and suitable signs shall be erected indicating such preference:

<u>Intersection</u>	<u>Traffic Preference</u>
Lotus and Kirk	Kirk
Marion Avenue and Church Street	Church Street
McVicker and Lake	Lake
Oconto and Arcadia	Arcadia
Olcott and Greenwood	Greenwood
Oleander and Greenwood	Greenwood
Osceola and Greenwood	Greenwood
Oswego and Greenwood	Greenwood
Sayre and Church	Church

(Ord. 92-50, 10-12-1992; amd. Ord. 93-8, 2-22-1993; Ord. 96-22, 5-13-1996; Ord. 01-41, 9-10-2001; Ord. 04-36, 10-25-2004)

- B. The following intersections are hereby designated as "turning vehicles must yield to pedestrians" intersections and suitable signs shall be erected indicating such preference.

<u>Intersection</u>	<u>Traffic Preference</u>
Prairie View and Dempster	Dempster Street

(Ord. 96-23, 5-13-1996)

5-13B-2: SCHOOL CROSSINGS

No driver of any vehicle shall fail to obey the legends on the flashing school crossing lights when such lights are in operation. Such lights shall be located opposite Golf School in the vicinity of Waukegan Road and Emerson Avenue. (1969 Code § 72.170)

Article 5-13C: THROUGH STREETS

5-13C-1: THROUGH STREETS DESIGNATED

5-13C-1: THROUGH STREETS DESIGNATED

The following streets or parts of streets are hereby designated as through streets, and the superintendent of public works shall post appropriate signs at all such intersections:

Austin Avenue	Beginning at the intersection of the north line of Oakton Street and Austin Avenue, and extending to the intersection of the south line of Lincoln Avenue and Austin Avenue.
	Beginning at the north line of Lincoln Avenue and extending to the south line of Dempster Street at its intersection with Austin Avenue and extending from the north

Austin Avenue	line of Dempster Street at its intersection with Austin Avenue to the south line of Beckwith Road.
Dempster Street	Within the Village limits.
Lincoln Avenue	Within the Village limits.

(1969 Code § 76.01)

Article 5-13D: NO ENTRY STREETS

5-13D-1: NO ENTRY STREETS DECLARED

5-13D-2: NO ENTRY STREETS DECLARED

5-13D-1: NO ENTRY STREETS DECLARED

The following streets, at the intersections stipulated, are hereby declared "no entry" streets, between the hours of three thirty o'clock (3:30) P.M. and five thirty o'clock (5:30) P.M., except Saturday, Sunday and holidays:

Menard Avenue	The driveway on the east side approximately three hundred five feet (305') south of the centerline of Dempster Street.
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(1969 Code § 76.025; amd. Ord. 74-13, 7-8-1974; Ord. 76-5, 3-22-1976; Ord. 7-17, 7-10-17)

5-13D-2: NO ENTRY STREETS DECLARED

The following streets segments are hereby declared "no entry" streets, between the hours of 7:30 A.M. and 8:30 A.M. and between 2:00 P.M. and 4:30 P.M. on school days:

Monroe Street westbound between Gross Point Road and Central Avenue

(Ord. 20-06, 2-10-2020)

Article 5-13E: ONE-WAY STREETS AND ALLEYS

5-13E-1: STREETS AND ALLEYS DESIGNATED AS ONE-WAY

5-13E-1: STREETS AND ALLEYS DESIGNATED AS ONE-WAY

The following streets and alleys are designed as one-way streets and alleys:

<u>Street</u>	<u>Between</u>	<u>Direction</u>
Alley 1/4 block north of Church Street	Sayre Avenue and the north/south alley 1/2 block east of Sayre Avenue	Eastbound
Alley 1/4 block south of Dempster Street	Narragansett Avenue and the north/south alley 1/2 block east of Narragansett Avenue	Westbound
Alley 1/2 block south of Beckwith Road	New England Avenue and the north/south alley between Beckwith Center	Eastbound
Alley 1/2 block south of Dempster Street	Austin Avenue and Marmora Avenue	Eastbound
Austin Avenue	A point 100 feet north of the main entrance of Bell and Gossett Company to a point 290 feet north (3 driveways north of main entrance)	Westbound
Enfield Avenue	Ozark Avenue	Westbound

Enfield Avenue	Shermer Road and Belleforte	Eastbound
Foremost Liquor Store driveway	Moody Avenue	Westbound
Georgiana Avenue	Lincoln and Capulina	Northbound
Lyons Street	Shermer Road and Harlem	Eastbound
Monroe Street	Central Avenue	Westbound
Nashville Avenue	Beckwith Road and Foster Avenue	Southbound
Ozark Avenue	At its intersection with Enfield Avenue	Southbound
Reba Avenue	Central Avenue	Westbound
Washington Avenue	Central Avenue	Westbound

(Ord. 72-17, 6-6-1972; amd. Ord. 72-21, 7-18-1972; Ord. 74-15, 7-8-1974; Ord. 74-23, 9-23-1974; Ord. 78-9, 1-23-1978; Ord. 84-6, 1-23-1984; Ord. 90-2, 1-8-1990; Ord. 93-28, 7-26-1993; Ord. 06-13, 4-24-2006; Ord. 11-34, 9-26-2011; Ord. 11-46, 12-12-2011)

Article 5-13F: PARKING RESTRICTION STREETS

5-13F-1: NO PARKING STREETS

5-13F-2: NO PARKING DURING CERTAIN HOURS

5-13F-3: TIME LIMIT PARKING ZONES

5-13F-4: RESTRICTED PARKING STREETS

5-13F-5: HANDICAPPED PARKING ZONES

5-13F-1: NO PARKING STREETS

There shall be no parking at the times listed below on any of the following streets; and the Director of Public Works or his designee shall place "no parking" signs in or at suitable places within the no parking zones herein established which specify the parking restrictions herein established:

<u>Street</u>	<u>Between</u>	<u>Side Of Street</u>
Austin Avenue	Points 50 and 359 feet north of centerline of Oakton Street extended	East
	From the centerline of Beckwith Road (west leg) to a point 230 feet south thereof	West
	South line of the first alley south of Dempster Street and a point 90 feet south thereof	East
	South line of Dempster Street and a point 250 feet south thereof	West
	185 feet north of Dempster Street and a point 243 feet north thereof	East
	North line of the first alley north of Dempster Street and a point 70 feet north thereof	West
	Dempster Street and Carol Avenue	West
	Forest Drive and first alley north of Dempster Street and a point 70 feet north thereof	West
	From the centerline of Lincoln Avenue to a point 300 feet north and a point 300 feet south thereof	East and west
	Points 96 and 208 feet south of the centerline extended of Washington Street	West

	Points 56 and 133 feet south of the centerline extended of Washington Street	West
	A point 75 feet north of the centerline of Washington Street to a point 75 feet south of the centerline of Washington Street	East
	From the centerline of Main Street to a point 90 feet south of the centerline of Main Street	East
	The centerline of Main Street (pavement) and 99 feet south of the centerline of Main Street (pavement)	West
	From Dempster Street to the centerline of the first alley south of Dempster Street	East
Avalon Drive	Washington Street and Mayfair Street	West
Callie Avenue	From a point 183 feet south of the centerline of Dempster Street to the centerline of Dempster Street	West
	From the centerline of Lincoln Avenue to the centerline of Dempster Street	East
Capulina Avenue	Ferris Avenue and a point 73 feet east of the centerline of Callie Avenue	North
	Callie Avenue to a point 52 feet east of the centerline of Callie Avenue	South
	Georgiana Avenue to the alley east of Georgiana Avenue	South
	Points 375 and 443 feet east of the centerline of School Street	South
	A point 40 feet west of the centerline of Ferris Avenue to a point 310 feet west of the centerline of Ferris Avenue	North
Chestnut Street	Dead end and Lehigh Avenue	South
Concord Drive	Lincoln Avenue and Washington Street	West
	Lincoln Avenue and a point 230 feet north of the centerline of Mayfair Street	East
Dempster Street	Within the Village limits	Both
Elm Street	Easternmost point of the intersection of Elm Street with Lehigh Avenue and a point 212 feet west thereof	South
Ferris Avenue	Dempster Street and a point 175 feet south of the centerline of Dempster Street	West
	Lincoln Avenue and a point 150 feet north of the centerline of Lincoln Avenue	West
	A point 240 feet north of the centerline of Lincoln Avenue to a point 395 feet north of the centerline of Lincoln Avenue	West
	Lincoln Avenue and a point 125 feet north of the centerline of Lincoln Avenue	East
	Henning Court and Dempster Street	East
	Points 98 feet south of the centerline of Hennings Court and 114 feet north of the centerline of Hennings Court	West
Foster Avenue	Merrill Avenue and Washington Street	North

	Normandy Avenue and Nashville Avenue	North and south
Georgiana Avenue	Dempster Street and first alley south of Dempster Street	East
	Dempster Street and Smithwood Drive	West
Golf	On Golf Road from the centerline of Golf Road to a point 300 feet north of said centerline and to a point 300 feet south of said centerline (except for the south side of Golf Road from the Village limits)	
Greenwood	A point at the centerline of Waukegan Road to the first alley west of Waukegan Road	South
	A point at the centerline of Waukegan Road to a point 115 feet west of the centerline of Waukegan Road	South
Harlem Avenue	Dempster Street to approximately 310 feet north of Greenwood Avenue	West
	Dempster Street to the centerline of Greenwood Avenue	East
	Arcadia Street to approximately 40 feet north of Church Street	West
	Approximately 370 feet north of Church Street to approximately 45 feet north of Lyons Street	West
	Approximately 30 feet south of Wilson Terrace to Golf Road	West
	Approximately 40 feet south of Foster Street to Golf Road	East
Kirk Street	East from a point 235 feet east of the centerline of Nagle Avenue to Merrimac Avenue	North
Lake Street	Austin Avenue and the first alley west of Austin Avenue	North
Lee Street	Points 30 and 44 feet east of centerline of Menard Avenue	North
Lehigh Avenue	The north edge of Dempster Street, as it intersects with Lehigh Avenue, as the south boundary, north to the centerline of Church Street, as it intersects Lehigh Avenue as the north boundary	East and west
	Lincoln Avenue and Oakton Street	West
Lincoln Avenue	Central Avenue and Linder Avenue	North and south
	Linder Avenue and Central Avenue except in front of 6020 Lincoln Avenue	South
	Central Avenue to a point 120 feet west of the centerline of Mango Avenue	North
	Central Avenue to a point 50 feet west of the centerline of Mango Avenue	South
	A point 31 feet west of the centerline of Mansfield Avenue extended to a point 91 feet west of the centerline of Mansfield Avenue extended	North
	A point 75 feet east of the centerline of Menard Avenue to a point 75 feet west of the centerline of Menard Avenue	North
	A point 74.5 feet east of the centerline of Marmora Avenue to a point 100 feet east of the centerline of Mason Avenue	North
	A point 55 feet east of the centerline of Marmora Avenue to a point 80 feet	South

	west of the centerline of Marmora Avenue	
	A point 50 feet east of the centerline of Mason Avenue to a point 55 feet west of the centerline of Mason Avenue	North and south
	A point 150 feet east of the centerline of Austin Avenue to a point 175 feet west of the centerline of Austin Avenue	North
	Georgiana Avenue to a point 75 feet west of the centerline of Georgiana Avenue	North
	A point 87 feet east of the centerline of Callie Avenue to a point 60 feet west of the centerline of Callie Avenue	North
	A point 207 feet west of the centerline of Callie Avenue to the METRA right of way	North
	A point 160 feet east of the centerline of Ferris Avenue extended to the METRA right of way	South
	From a point 53 feet east of the centerline of Mansfield Avenue to a point 90 feet west of the centerline of Mansfield Avenue	South
	A point 75 feet east of the centerline of School Street to the centerline of School Street	North
	A point 110 feet west of the centerline of Mason Avenue to a point 65 feet west of the centerline of McVicker Avenue	South
	From a point 100 feet east of the centerline of the entrance to the Woodlands Subdivision to a point 150 feet west of the centerline of the entrance to the Woodlands Subdivision	South
	Points 190 feet west and 75 feet east of the centerline of Menard Avenue	South
	Points 178 feet west and 115 feet east of the centerline of Concord Drive	South
	A point 190 feet west of the centerline of Mason Avenue to a point 65 feet west of the centerline of McVicker Avenue	South
Linder	Points 122 and 155 feet south of centerline of Main Street	East
Lyons Street	Merrill Avenue and west driveway of the Northwest Suburban Jewish Congregation	North
	First alley east of Waukegan Road and Oak Park Avenue	North and south
Main Street	Marmora Avenue and Austin Street	South
Major Avenue	From the centerline of the first alley south of Dempster Street to Carol Avenue	East and west
Mango Avenue	Midpoint of centerline curve with South Park Avenue through curve to a point 55 feet south of the centerline of South Park Avenue	Both
Marion Avenue	Public service right of way to a point 130 feet north thereof	East and west
Mason Avenue	From the centerline of the first alley south of Lincoln Avenue to a point 36 feet north of the centerline of the first alley south of Lincoln Avenue	West
Mayfair Street	Avalon Drive And Concord Drive	South
Menard Avenue	From the centerline of Oakton Street to a point 150 feet north of said centerline	
	South Park Avenue and the north right of way line of Carol Avenue	East

	North right of way line of Carol Avenue and Dempster Street	West
Nagle Avenue	Cul-de-sac at south end of Nagle Avenue	East and west
	A point 140 feet north of the centerline of Kirk Street and a point 215 feet north of the centerline of Kirk Street	East
	Oakton Street to a point 285 feet south of the centerline of Oakton Street	East and west
	Kirk Street and a point 160 feet north of the centerline of Kirk Street	West
Narragansett	Points 41 and 465 feet south of centerline of Golf Road	West
Nashville Avenue	Beckwith Road and Foster Avenue	East and west
	Golf Road and Foster Avenue	East and west
Oakton Street	On Oakton Street from the centerline of Menard Avenue to a point 250 feet east of said centerline and to a point 250 feet west of said centerline	
	Long Avenue to the north branch of the Chicago River	
Oriole Avenue	Church Street and the public service right of way	East
Oriole Avenue (during June, July, August and September)	Church Street and the public service right of way	West
Ozark Avenue	Dempster Street to Greenwood Avenue	West
	200 feet north of the north line of Dempster Street	
Palma Lane	Normandy Avenue as the western boundary and where Palma Lane dead ends as the eastern boundary	North and south
	From the centerline of Sayre Avenue to a point 869 feet west of the centerline of Sayre Avenue	North
Parkside Avenue	From a point 50 feet south of the centerline of Main Street to Frontage Road and along the south side of Frontage Road to a point 70 feet west of the centerline of Central Avenue	West
River Drive	Oakton Street and Park Avenue	East and west
	From the centerline of Lehigh Avenue to a point 695 feet west	West
	From the centerline of Lehigh Avenue to a point 181 feet west	South
Sayre Avenue	From the centerline of Palma Lane to a point 237 feet south thereof	West
	From a point 97 feet north of the centerline of Palma Lane to a point 118 feet south of the centerline of Palma Lane	East
School Street	South Park Avenue and Capulina Avenue (except for the spaces in the recessed parking bay)	East
	From Dempster Street to the centerline of the first alley south of Dempster Street	East
Shermer Road	Centerline of Harlem Avenue to approximately 190 feet north of Harlem Avenue	West

	Approximately 250 feet south of Harlem Avenue to approximately 60 feet north of Harlem Avenue	East
	Approximately 180 feet north of Church Street to approximately 60 feet north of Ponto	East
	From the centerline of Dempster Street to the centerline of Enfield Avenue	East
	From the centerline of Enfield Avenue to 55 feet north	East
	From the centerline of Dempster Street to 390 feet north	West
	From the centerline of Greenwood Avenue to 73 feet south	West
Simpson Street	From the centerline of Sayre Avenue to a point 869 feet west of the centerline of Sayre Avenue	North
South Park Avenue	Midpoint of centerline curve with Mango Avenue through curve to a point 55 feet east of the centerline of Mango Avenue	Both
Theobald Road	Menard Avenue and Marmora Avenue	North
	A point 134 feet east of the centerline of Marmora Avenue to a point 300 feet east of the centerline of Marmora Avenue	South
	A point 235 feet northeast of centerline of Menard Avenue to a point 195 feet northeast of the extended centerline of Mango Avenue	South
	A point 210 feet northeast of centerline of Menard Avenue to a point 235 feet northeast of the extended centerline of Mango Avenue	North
Washington Street	Austin Avenue and Avalon Drive	North
	Austin Avenue and Concord Drive	South
	Marmora Avenue and Austin Avenue	North
Waukegan Road	Dempster Street and Churchill Street	East
	Golf Road and the MGM Motel	West
	From the centerline of Golf Road to a point 300 feet north of said centerline and to a point 300 feet south of said centerline	
	Approximately 320 feet south of Beckwith Road to approximately 470 feet north of Beckwith Road	East and west

(Ord. 04-24, 8-9-2004; amd. Ord. 06-04, 3-13-2006; Ord. 06-23, 6-12-2006; Ord. 07-03, 2-26-2007; Ord. 07-04, 2-26-2007; Ord. 08-35, 9-8-2008; Ord. 11-05, 2-28-2011; Ord. 11-06, 2-28-2011; Ord. 11-07, 2-28-2011; Ord. 11-08, 2-28-2011; Ord. 11-09, 2-28-2011; Ord. 11-35, 9-26-2011; Ord. 11-36, 9-26-2011; Ord 13-08, 7-8-2013; Ord 16-21, 10-10-16; Ord 17-03, 1-23-17; Ord. 17-13; 06-12-17; Ord. 17-16, 07-10-17; Ord. 19-28, 12-09-19)

HISTORY

Amended by Ord. [22-04](#) on 5/9/2022

Amended by Ord. [22-05](#) on 5/9/2022

5-13F-2: NO PARKING DURING CERTAIN HOURS

There shall be no parking at the times listed below on any of the following streets; and the Director of Public Works or his designee shall place "no parking" signs in or at suitable places within the no parking zones herein established which specify the parking restrictions herein established:

<u>Street</u>	<u>Between</u>	<u>Side Of Street</u>	<u>Day And Time</u>
Austin Avenue	8100 and 8500	East and west	Saturday and Sunday at all times
	Main Street and Oakton Street	West	Daily except Saturday, Sunday and holidays 7:30 A.M. to 9:00 A.M. and 3:00 P.M. to 6:00 P.M.
	Main Street to 359 feet north of centerline of Oakton Street extended	East	Daily except Saturday, Sunday and holidays 7:30 A.M. to 9:00 A.M. and 3:00 P.M. to 6:00 P.M.
Beckwith Road	Nashville Avenue to the Milwaukee Road railroad tracks	South	Daily 8:00 A.M. to 6:00 P.M.
Callie Avenue	Lincoln Avenue and Dempster Street	West	Wednesday 8:30 A.M. to 9:30 A.M. March 1 to December 1
Capulina Avenue	Fernald Avenue and School Street	South	Sunday 8:00 A.M. to 1:00 P.M.
Central Avenue	170 feet south of the centerline of Monroe Street and Monroe Street	East	On school days 7:30 A.M. to 8:30 A.M. and between 2:00 P.M. to 4:30 P.M.
	A point 215 feet north of Dempster Street to Greenwood Avenue	West	Except Saturday, Sunday and holidays 7:00 A.M. to 7:00 P.M.
	Dempster Street to Greenwood Avenue	East	Except Saturday, Sunday and holidays 7:00 A.M. to 7:00 P.M.
Church Street	The center point of Central Avenue and Church Street, 297 feet east to Luna Avenue	South	Daily 10:00 A.M. to 6:00 P.M.
Fernald Avenue	The south side of Dempster Street and the first alley	West	Monday through Saturday 7:00 A.M. to 9:00 A.M.
Ferris Avenue	A point 150 feet north of the centerline of Lincoln Avenue to a point 240 feet north of the centerline of Lincoln Avenue	West	Midnight to 6:30 P.M. daily except Saturday, Sunday and holidays
Georgiana Avenue	Points 342 and 626 feet north of the centerline of Lincoln Avenue	East	Monday through Friday 9:00 A.M. to 3:00 P.M.
	Points 626 and 817 feet north of the centerline of Lincoln Avenue	East	Any time
	From the centerline of Capulina Avenue to the centerline of the first alley north of Capulina Avenue	West	On school days 8:00 A.M. to 3:30 P.M.
Henning Court	The centerline of Narragansett Avenue to the centerline of Ferris Avenue	Both	Except Saturday, Sunday and holidays 8:30 A.M. to 9:30 A.M.
Keeney Street	Major Avenue to Menard Avenue	North and south	Weekdays 8:00 A.M. to 10:00 A.M.
Kirk Street	Nagle Avenue to Lehigh Avenue	South	All Days from 10:00 P.M. to 7:00 A.M.

Linder Avenue	Points 122 and 155 feet south of the centerline of Main Street	East	
Mason Avenue	From the centerline of Lincoln Avenue to the centerline of the first alley south of Lincoln Avenue	East	Monday through Friday 8:00 A.M. to 6:00 P.M.
Narragansett Avenue	The centerline of Henning Court to the centerline of Dempster Street	West	All days from 4 A.M. to 6 A.M.
Oriole Avenue	Lyons Street and Emerson Street	Both	Monday through Friday from 8:45 A.M. to 4:15 P.M. on school days
Park Ave	River Dr and Lehigh Ave	Both	Daily 2:00 A.M. to 4:00 A.M.
River Drive	Park Ave and 8130 River Dr	West	Daily 2:00 A.M. to 4:00 A.M.
River Drive	Park Ave and a point 181 feet west of the centerline of Lehigh Ave	East	Daily 2:00 A.M. to 4:00 A.M.

(Ord. 05-05, 1-24-2005; amd. Ord. 06-47, 12-11-2006; Ord. 08-36, 8-25-2008; Ord. 10-03, 2-8-2010; Ord. 11-35, 9-26-2011; Ord. 12-11, 4-23-2012; Ord. 12-20, 6-11-2012; amd. Ord. 13-23, 12-9-13; Ord. 16-13; 5-23-16; Ord. 17-01, 2-27-2017; Ord 17-14, 06-12-17; Ord. 20-06, 2-10-2020; Ord. 20-21, 09-28-2020)

5-13F-3: TIME LIMIT PARKING ZONES

There shall be a time limit on parking on the following streets and at the following times within the zone specified herein and the Director of Public Works shall place "Limited Parking" signs in or at suitable places within the limited parking zones herein established which shall specify parking restrictions herein established:

A. Two Hour Parking:

Street	Between	Side Of Street	Day And Time
Georgiana Avenue	Lincoln Avenue and Capulina Avenue	East	Sunday 7:00 A.M. to 2:00 P.M.
Parkside	The north line of Dempster Street to a point 125 feet north of said north line of Dempster Street	East and west	At all times

(Ord. 72-17, 6-6-1972; amd. Ord. 90-48, 7-23-1990; Ord. 11-09, 2-28-2011)

B. Ninety Minute Parking:

Street	Between	Side Of Street	Day And Time
Austin Avenue	The north line of Dempster Street as it intersects Austin Avenue and the point 224 feet north of said north line of Dempster Street	East	At all times
	The north line of Dempster Street as it intersects Austin Avenue and the point 214 feet north of said north line of Dempster Street	West	At all times
Chestnut Street	Dead end and Lehigh Avenue	North	Monday through Friday 8:00 A.M. to 6:00 P.M.
Church	The west line of Waukegan Road as it intersects		8:00 A.M. to 5:00 P.M.

Street	Church Street and the point 125 feet west of said west line of Waukegan Road	South	Monday through Friday
Fernald Avenue	The north side of Lincoln Avenue and the first alley	East and West	Monday through Saturday 9:00 A.M. to 6:00 P.M.
	The south side of Dempster Street and the first alley	East	At all times
	Lincoln Avenue and a point 240 feet north of the centerline of Lincoln Avenue	West	9:00 A.M. to 5:00 P.M. Monday through Friday
Ferris Avenue	Capulina Avenue and a point 325 feet south of the centerline of Dempster Street	West	Daily, except Saturday, Sunday and holidays 8:00 A.M. to 6:00 P.M.
	A point 150 feet north of the centerline of Lincoln Avenue to a point 240 feet north of the centerline of Lincoln Avenue	West	6:30 P.M. to midnight Monday through Friday and Saturday, Sunday and holidays
	A point 325 feet south of the centerline of Dempster Street and a point 175 feet south of the centerline of Dempster Street	West	Daily, except Saturday, Sunday and holidays 9:30 A.M. to 3:00 P.M.
Georgia Avenue	From the centerline of Lincoln Avenue to the centerline of the first alley north of Lincoln Avenue	Both	6:00 A.M. to 9:00 A.M. Monday through Friday
Lincoln Avenue	A point 175 feet west of the centerline of Austin Avenue to a point 250 feet east of the centerline of Georgiana Avenue	North	Daily, except Saturday, Sunday and holidays 8:00 A.M. to 6:00 P.M.
	A point 65 feet west of the centerline of McVicker Avenue to a point 225 feet east of the centerline of Georgiana Avenue	South	Daily, except Saturday, Sunday and holidays 8:00 A.M. to 6:00 P.M.
	A point 75 feet west of the centerline of Georgiana Avenue to a point 150 feet west of the centerline of Fernald	North	Daily, except Saturday, Sunday and holidays 8:00 A.M. to 6:00 P.M.
	A point 60 feet west of the centerline of Callie Avenue to a point 207 feet west of the centerline of Callie Avenue	North	Daily, except Saturday, Sunday and holidays 8:00 A.M. to 6:00 P.M.
	The METRA right of way and the centerline of Dempster Street	East and west	Monday through Friday, 8:00 A.M. to 6:00 P.M.
Major Avenue	Dempster Street and the centerline of the first alley south of Dempster Street	East and west	At all times

(Ord. 73-20, 4-15-1973; amd. Ord. 75-8, 3-20-1975; Ord. 89-28, 7-24-1989; Ord. 90-3, 1-8-1990;

Ord. 90-48, 7-23-1990; Ord. 94-3, 3-14-1994; Ord. 04-16, 6-14-2004; Ord. 06-14, 6-12-2006; Ord. 06-38, 10-23-2006; Ord. 08-36, 8-25-2008; Ord. 10-03, 2-8-2010; Ord. 10-09, 4-12-2010; Ord. 11-05, 2-28-2011; Ord. 11-07, 2-28-2011; Ord. 11-09, 2-28-2011; Ord. 11-35, 9-26-2011; Ord. 11-36, 9-26-2011; Ord. 12-11, 4-23-2012; Ord. 16-13, 5-23-16; Ord. 18-05, 6-11-18; Ord. 21-03)

C. Thirty Minute Parking:

Street	Between	Side Of Street	Day And Time
Lincoln Avenue	A point 50 feet east of the centerline of Mason Avenue to a point 100 feet east of the centerline of Mason Avenue	North	At all times
	A point 150 feet west of the centerline of Fernald Avenue to a point 87 feet east of the centerline of Callie	North	Daily 8:00 A.M. to 6:00 P.M.

(Ord. 93-51, 12-13-1993; amd. Ord. 94-3, 3-14-1994; Ord. 11-09, 2-28-2011)

D. Four Hour Parking:

Street	Between	Side Of Street	Day And Time
Callie Avenue	Lincoln Avenue and the alley north of Lincoln Avenue	West	Daily, except Saturday, Sunday and holidays 8:30 A.M. to 6:00 P.M.
Lincoln Avenue	Georgiana Avenue and a point 350 feet east of the centerline of Georgiana Avenue	North	Daily, except Saturday, Sunday and holidays 8:00 A.M. to 6:00 P.M.
	A point 150 feet west of the centerline of Fernald Avenue to a point 87 feet east of the centerline of Callie Avenue	North	Daily 8:00 A.M. to 6:00 P.M.
	Georgiana Avenue and a point 150 feet east of the centerline of Georgiana Avenue	North	Daily, except Saturday, Sunday and holidays 8:00 A.M. to 6:00 P.M.
	Georgiana Avenue and a point 160 feet east of the centerline of Ferris Avenue extended except for a point 100 feet east of the centerline of the entrance to the Woodlands Subdivision to a point	South	Daily, except Saturday, Sunday and holidays 8:00

	150 feet west of the centerline of the entrance to the Woodlands Subdivision	th	A.M. to 6:00 P.M.
River Drive	From a point 181 feet west of the centerline of Lehigh Avenue to a point 621 feet west of the centerline of Lehigh Avenue	South	Daily, except Saturday, Sunday and holidays 9:00 A.M. to 5:00 P.M.

(Ord. 94-3, 3-14-1994; amd. Ord. 94-44, 11-14-1994; Ord. 95-16, 5-22-1995; Ord. 01-18, 5-22-2001; Ord. 02-17, 3-25-2002)

E. Fifteen Minute Parking:

Street	Between	Side Of Street	Day And Time
Ferris Avenue	Points 88 feet and 108 feet north of the centerline of Capulina Avenue	West	All times and all days
Oriole Avenue	Emerson Street and Wilson Terrace	East	8:00 A.M. to 3:30 P.M. Monday through Friday

(Ord. 12-20, 6-11-2012; Ord. 17-16, 07-10-17)

F. Three Hour Parking:

Street	Between	Side Of Street	Date And Time
Mason	Dempster and the first alley north	East and West	At all times

(Ord. 96-1, 1-8-1996)

5-13F-4: RESTRICTED PARKING STREETS

There shall be no parking at the times listed below on any of the following streets; and the Director of Public Works or his designee shall place "no parking" signs in or at suitable places within the no parking zones herein established which specify the parking restrictions herein established:

A. Special Permit Parking:

1. There shall be no parking for more than one hour on the following streets between the hours indicated on weekdays when school is in session, except for vehicles displaying a zone 1 special parking permit or guest pass:

Street	Between	Side Of Street	Time
Central Avenue	From the centerline of Frontage Road to the centerline of Cleveland Street	West	8:00 A.M. to 3:00 P.M.
	From the centerline of Frontage Road to the centerline of Cleveland Street	East	8:00 A.M. to 3:00 P.M.
Cleveland	Marmora and Major	Both	8:00 A.M. to 3:00 P.M.

Crain Street	From the centerline of Marmora Avenue to the centerline of Menard Avenue	Both	8:00 A.M. to 3:00 P.M.
Frontage Road	From the centerline of Central Avenue to the centerline of Parkside Avenue	North	8:00 A.M. to 3:00 P.M.
	From a point 70 feet west of the centerline of Central Avenue to the centerline of Central Avenue	South	8:00 A.M. to 3:00 P.M.
Gross Point Road	Oakton and Reba	Both	8:00 A.M. to 3:00 P.M.
Keeney Court	Marmora and cul-de-sac	Both	8:00 A.M. to 3:00 P.M.
Keeney Street	Frontage and Marmora	Both	8:00 A.M. to 3:00 P.M.
	From the centerline of Parkside Avenue to the centerline of Gross Point Road	Both	8:00 A.M. to 3:00 P.M.
	Gross Point Road and Long Avenue	Both	8:00 A.M. to 3:00 P.M.
Kirk Street	Central Avenue and Linder Avenue	Both	8:00 A.M. to 3:00 P.M.
Linder Avenue	Oakton Street and Kirk Street	Both	8:00 A.M. to 3:00 P.M.
	Oakton Street and Reba Street	Both	8:00 A.M. to 3:00 P.M.
Luna Avenue	Mulford Street and Kirk Street	Both	8:00 A.M. to 3:00 P.M.
	Oakton Street and Kirk Street	Both	8:00 A.M. to 3:00 P.M.
Marmora	Oakton and Cleveland	Both	8:00 A.M. to 3:00 P.M.
Menard Avenue	Keeney and Madison	Both	8:00 A.M. to 3:00 P.M.
Menard Avenue	Oakton and Keeney	Both	8:30 A.M. to 3:00 P.M.
Parkside Avenue	From the centerline of Frontage Road to the centerline of Cleveland Street	East	8:00 A.M. to 3:00 P.M.
Reba Court	Marmora and cul-de-sac	Both	8:00 A.M. to 3:00 P.M.
Warren Court	Marmora and cul-de-sac	Both	8:00 A.M. to 3:00 P.M.
Warren Street	Frontage and Marmora	Both	8:00 A.M. to 3:00 P.M.
	Gross Point and Long	Both	8:00 A.M. to 3:00 P.M.

(Ord. 93-14, 4-12-1993; amd. Ord. 93-18, 5-10-1993; Ord. 93-46, 11-8-1993; Ord. 02-36, 8-12-2002; Ord. 02-39, 9-9-2002; Ord. 04-17, 6-14-2004; Ord. 04-37, 10-25-2004; Ord. 05-07, 2-14-2005; Ord. 05-23, 4-25-2005; Ord. 05-40, 8-8-2005; Ord. 05-41, 8-8-2005; Ord. 09-12, 6-22-2009; amd. Ord. 13-23, 12-9-13)

2. There shall be no parking without payment of the designated commuter parking lot fee

on the following street between the hours indicated except for vehicles displaying a zone 2 special parking permit:

Street	Between	Side Of Street	Date And Time
Elm Street	6427 Elm to Lehigh Avenue	South	At all times

3. There shall be no parking on the following streets between the hours indicated except for vehicles displaying a zone 3 special parking permit:

Street	Between	Side Of Street	Date And Time
Austin Avenue	South property line of 8233 Austin to Cleveland	East	7:30 A.M. to 3:00 P.M. except Saturday, Sunday and holidays
	8424 Austin to Main Street	West	7:30 A.M. to 3:00 P.M. except Saturday, Sunday and holidays
	8427 Austin to Main Street	East	7:30 A.M. to 5:00 P.M.

4. There shall be no parking on the following streets between the hours indicated except for vehicles displaying a zone 4 special parking permit:

Street	Between	Side Of Street	Date And Time
Greenwood Avenue	Parkside to Central	Both	1 hour parking on weekdays from 8:00 A.M. to 3:00 P.M.
Parkside Avenue	The alley north of Dempster Street to Greenwood	Both	1 hour parking on weekdays from 8:00 A.M. to 3:00 P.M.

5. There shall be restricted parking on the following streets between the hours indicated except for vehicles displaying a zone 5 special parking permit:

Street	Between	Side Of Street	Date And Time
Capulina Avenue	The centerline of Narragansett Avenue and the centerline of Ferris Avenue	South	3 hour parking Monday through Friday
Ferris Avenue	A point 125 feet north of the centerline of Lincoln Avenue to the centerline of Henning Court extended	East	90 minute parking from 8:00 A.M. to 6:00 P.M. daily, except Saturday, Sunday and holidays
	A point 395 feet north of the centerline of Lincoln Avenue to the centerline of Capulina Avenue	West	90 minute parking from 8:00 A.M. to 6:00 P.M. daily, except Saturday, Sunday and holidays
Narragansett			

tt Avenue	The centerline of Capulina Avenue and and the centerline of Hennings Court	Both	3 hour parking Monday through Friday
School Street	A point 40 feet north of the centerline of Lincoln Avenue to a point 40 feet south of the centerline of South Park Avenue	East	90 minute parking daily, except Saturday, Sunday and holidays
	A point 195 feet north of the centerline of Lincoln Avenue to a point 40 feet south of the centerline of South Park Avenue	West	At all times
South Park Avenue	From the centerline of School Street to the intersection of South Park Avenue with the first alley to the west	Both	Daily, except Saturday, Sunday, and holidays
Washington Street	From a point 35 feet west of the centerline of Marmora Avenue to a point 41 feet east of the centerline of Austin Avenue	South	8:00 A.M. to 4:00 P.M. Monday through Friday

(Ord. 94-3, 3-14-1994; amd. Ord. 98-31, 8-10-1998; Ord. 99-24, 6-14-1999; Ord. 02-18, 3-25-2002; Ord. 07-16, 7-9-2007; Ord. 11-24, 6-27-2011; Ord. 16-29, 01-09-17)

6. There shall be no parking on the following streets between the hours indicated except for vehicles displaying a zone 6 special parking permit:

Street	Between	Side Of Street	Date And Time
Main Street	Gross Point Road for a distance of 46 feet west	South	All days and at all times
	Austin Avenue and Mason Avenue	North	8:00 A.M. to 6:00 P.M. daily

7. There shall be no parking on the following street(s) between the hours indicated except for vehicles displaying a zone 7 special parking permit:

Street	Between	Side Of Street	Day And Time
Lyons Street	First alley east of Waukegan Road and Oak Park Avenue	Both	All days and at all times

8. There shall be no parking on the following street(s) between the hours indicated except for vehicles displaying a zone 8 special parking permit:

Street	Between	Side Of Street	Day And Time
Calie	Alley north of Lincoln Avenue and Capulina Avenue	West	90 minute parking weekdays from 8:00 A.M. to 6:00 P.M.

9. There shall be no parking on the following street(s) between the hours indicated, except

for vehicles displaying a zone 9 special parking permit or a zone 9 special parking pass, provided no more than two (2) passes shall be issued to each household:

Street	Between	Side Of Street	Day And Time
Carol	Menard Avenue and Marmora	West	All days and at all times

(Ord. 02-31, 7-8-2002; Ord 13-09, 7-8-2013)

10. There shall be no parking on the following street(s) between the hours indicated except for vehicles displaying a zone 10 special parking permit:

Street	Between	Side of Street	Day And Time
McVicker	Lincoln Avenue and Main Street	Both	6:00 A.M. to 5:00 P.M. weekdays, except holidays

11. There shall be no parking on the following street(s) between the hours indicated, except for vehicles displaying a zone 11 special parking permit or a zone 11 special parking pass, provided that no more than two (2) passes shall be issued to each household:

Street	Between	Side Of Street	Day And Time
Callie Avenue	From the centerline of Capulina Avenue to a point 183 feet south of the centerline of Dempster Street	West	6:00 A.M. - 9:00 A.M. Monday - Friday
Capulina Avenue	From the centerline of Ferris Avenue to the centerline of School Street	Both	6:00 A.M. to 9:00 A.M
Crain Street	From the centerline of Georgiana Avenue to the centerline of School Street	Both	6:00 A.M. - 9:00 A.M. Monday - Friday
Fernald	A point 240 feet north of the centerline of Lincoln and Capulina. The alley north of Lincoln east and Capulina	West	6:00 A.M. to 9:00 A.M
	From the centerline of the first alley south of Dempster Street to the centerline of Capulina Avenue	Both	6:00 A.M. to 9:00 A.M
Georgiana Avenue	From the centerline of Capulina Avenue to the first alley south of Dempster Street	East	6:00 A.M. - 9:00 A.M. Monday - Friday
	From the centerline of the first alley north of Capulina Avenue to Smithwood Drive	West	6:00 A.M. - 9:00 A.M. Monday - Friday
	From the centerline of the first alley north of Lincoln Avenue to the centerline of Capulina Avenue	West	6:00 A.M. - 9:00 A.M. Monday - Friday
	From the centerline of the first alley north of		6:00 A.M. - 9:00

	Lincoln Avenue to 342 feet north of the centerline of Lincoln Avenue	East	A.M. Monday - Friday
	From a point 817 feet north of the centerline of Lincoln Avenue to the centerline of Capulina Avenue	East	6:00 A.M. - 9:00 A.M. Monday - Friday
Grove Street	From the centerline of Morton Avenue to the centerline of Austin Avenue	Both	6:00 A.M. - 9:00 A.M. Monday - Friday
Morton Avenue	From the centerline of Lincoln Avenue to the centerline of Elm Street	Both	6:00 A.M. - 9:00 A.M. Monday - Friday
	From the centerline of Lincoln Avenue to the centerline of South Park Avenue	West	6:00 A.M. - 9:00 A.M. Monday - Friday
	From the centerline of the first alley north of Lincoln Avenue to the centerline of South Park Avenue	East	6:00 A.M. - 9:00 A.M. Monday - Friday

(Ord. 93-13, 3-22-1993; amd. Ord. 03-04, 5-12-2003; Ord. 06-14, 5-12-2006; Ord. 06-37, 10-23-2006; Ord. 06-47, 12-11-2006; Ord. 07-01, 1-22-2007; Ord. 08-24, 6-23-2008; Ord. 08-34, 9-8-2008; Ord. 08-35, 9-8-2008; Ord. 08-37, 9-8-2008)

12. There shall be no parking on the following streets between the hours indicated, except for vehicles displaying a zone 12 special parking permit or a zone 12 special parking pass, provided no more than two (2) passes shall be issued to each household:

Street	Between	Side Of Street	Day And Time
Foster	From the centerline of Sayre Avenue to the centerline of Marion	Both	8:00 A.M. to 10:00 A.M. weekdays, except holidays
Palma Lane	From the centerline of Sayre west to the centerline of Marion	South	8:00 A.M. to 10:00 A.M. weekdays, except holidays
	From a point 117 feet west of the centerline of Sayre west to the centerline of Marion	North	8:00 A.M. to 10:00 A.M. weekdays, except holidays
Sayre Avenue	From the centerline of Golf to the centerline of Palma Lane	West	8:00 A.M. to 10:00 A.M. weekdays, except holidays
	From the centerline of Golf to a point 97 feet north of the centerline of Palma Lane	East	8:00 A.M. to 10:00 A.M. weekdays, except holidays
	From a point 237 feet south of the centerline of Palma Lane to the centerline of Wilson Terrace	West	8:00 A.M. to 10:00 A.M. weekdays, except holidays
	From a point 118 feet south of the centerline of Wilson Terrace	East	8:00 A.M. to 10:00 A.M. weekdays, except holidays

Simps on Street	From the centerline of Sayre to a point 899 feet west of the centerline of Sayre	South	8:00 A.M. to 10:00 A.M. weekdays, except holidays
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(Ord. 93-33, 9-13-1993; amd. Ord. 96-1, 1-8-1996)

13. There shall be no parking on the following streets between the hours indicated, except for vehicles displaying a zone 12 special parking permit or a zone 13 special parking pass, provided no more than two (2) passes shall be issued to each household or no more than the certain number of passes shall be issue to each business that may be determined by the Village Administrator:

Street	Between	Side Of Street	Day And Time
Narragansett Avenue	The centerline of Hennings Court and the centerline of Dempster Street	East	All days and at all times
Narragansett Avenue	The centerline of Hennings Court and the centerline of Dempster Street	West	3-hour parking from 6 A.M. to 4 P.M., except for Saturdays, Sundays and holidays

(Ord. 16-13; 5-23-16)

- B. Parking Restricted To Village Residents Only: There shall be no parking allowed at any time except for vehicles displaying a valid Morton Grove vehicle license (sticker) pursuant to Chapter 3 of this title on the following streets and on such other specific streets designated by the Village Administrator and where official signs are posted stating "Parking With Valid Morton Grove Vehicle Sticker Only".

Street	Between	Side of Street
Lincoln Avenue	Between Austin Avenue and Mason Avenue	South
Mason Avenue	Between Lincoln Avenue and the first alley south of Lincoln Avenue	West

- C. Time Restricted Parking Except for Village Residents

There shall be a time limit on parking on the following streets and at the following times within the zone specified herein except for vehicles displaying a valid Morton Grove vehicle license (sticker) pursuant to Chapter 3 of this title:

1. Ninety Minute Parking (Except for Village Residents):

Street	Between	Side of Street	Day and Time
Greenwood Avenue	A point 115 feet west of the centerline of Waukegan Road to Sayre Avenue	North	At all times
Greenwood Avenue	A point at the first alley west of Waukegan Road to Sayre Avenue	South	At all times

Sayre Avenue	A point 250 feet south of the centerline of Greenwood Avenue to point 215 feet north of the centerline of Greenwood Avenue	Both	At all times
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D. No Parking, Standing, Passenger Drop Off

There shall be no parking, standing, or passenger drop off on the following streets between the hours indicated where official signs are posted stating "No Parking, No Standing, No Passenger Drop-Off"

Street	Between	Side Of Street	Day And Time
Menard Avenue	Oakton Street and Keeney Street	Both	On School Days 7:30 A.M. to 8:30 A.M. and 3:00 P.M. to 4:00 P.M.

HISTORY

Amended by Ord. [22-04](#) on 5/9/2022

Amended by Ord. [22-05](#) on 5/9/2022

5-13F-5: HANDICAPPED PARKING ZONES

- A. Handicapped Permit Parking: There shall be no parking in a designated handicapped parking zone or handicapped parking space except for vehicles displaying the appropriate identification card, decal or plates as described in section 5-9-7 of this title.
- B. Handicapped Parking Zone: There shall be handicapped parking zones on the following street(s) and the superintendent of public works shall place the "handicapped parking" signs in or at suitable places within the handicapped parking zones herein established:

Street	Between	Side Of Street
Church Street	Points 158 and 181 feet east of the centerline of Parkside	North

(Ord. 85-1, 1-25-1985)

Article 5-13G: SNOW ROUTES

5-13G-1: SNOW ROUTE STREETS

5-13G-1: SNOW ROUTE STREETS

The following streets are hereby designated as snow route streets and parking thereon shall be prohibited after a one inch (1") snowfall until such time as snow removal operations shall be completed:

Austin Avenue between Oakton Street and Beckwith Road.

Beckwith Road between Waukegan Road and Washington Street.

Capulina Avenue between Austin Avenue and Ferris Avenue.

Central Avenue between Lake Street and Golf Road.

Central Avenue between Theobald Road and Lake Street.

Church Street between Oriole Avenue and Washington Street.

Greenwood Avenue between Waukegan Road and Ozark Avenue.

Kirk Street between Lehigh Avenue and Nagle Avenue.

Lake Street between Harlem Avenue and Oleander Avenue.

Lake Street from Linder Avenue to the Parkview school.

Menard Avenue between Oakton Street and Capri Lane.

Oak Park Avenue between Dempster Street and Beckwith Road.

Oleander Avenue between Lake Street and Suffield Avenue.

Oriole Avenue between Dempster Street and Wilson Terrace.

Ozark Avenue between Dempster Street and Palma Lane.

Suffield Avenue between Oleander Avenue and Ozark Avenue.

Theobald Road between Central Avenue and Marmora Avenue.

(Ord. 79-46, 11-12-1979; amd. Ord. 84-10, 3-12-1984; Ord. 12-19, 6-11-2012)

See section 5-12-1 of this code for streets allowing parking.

Article 5-13H: LIMITED LOAD STREETS

5-13H-1: TRUCK ROUTES

5-13H-1: TRUCK ROUTES

Motor vehicles with a weight including load in excess of eight (8) tons or with a license plate designation of "H" or higher shall be permitted only on the following streets:

Weights up to twenty five (25) tons or with a license plate designation from "H" through "Q":	
Street	Between
Austin Avenue	Main Street and Oakton Street
Central Avenue	Oakton Street and Mulford Street
Central Avenue/Harms Road	Church Street and Golf Road
Church Street	Central Avenue and Linder Avenue
Kirk Street	Nagle Avenue and Lehigh Avenue
Lehigh Avenue	Main Street and the south Village limits
Main Street	Lehigh Avenue and its western terminus
Menard Avenue	Dempster Street and Carol Avenue
Merrimac Avenue	Kirk Street and the south Village limits
Nagle Avenue	Oakton Street and its cul-de-sac
Natchez Avenue	Oakton Street and its cul-de-sac
Park Avenue	River Drive and Lehigh Avenue
River Drive	Oakton Street and Lehigh Avenue
Washington Street	Golf Road and Foster Avenue
Weights up to forty (40) tons:	

Street	Between
Harlem Avenue	Dempster Street and Golf Road

(Ord. 09-21, 10-12-2009, eff. 1-1-2010)

[Article 5-13I: BICYCLE ROUTES](#)

[5-13I-1: BICYCLE ROUTES ESTABLISHED](#)

5-13I-1: BICYCLE ROUTES ESTABLISHED

Bicycle routes shall be established with the designated rights of way and/or streets serving as the routes, said designated rights of way and/or streets to be those depicted on the bicycle route map on file in the city offices. (Ord. 74-10, 5-13-1974)

[Article 5-13J: TURN RESTRICTION STREETS](#)

[5-13J-1: RIGHT TURN ONLY](#)

[5-13J-2: NO RIGHT TURN](#)

[5-13J-3: NO LEFT TURN](#)

[5-13J-4: NO RIGHT TURN ON RED](#)

[5-13J-5: LEFT TURN ONLY](#)

5-13J-1: RIGHT TURN ONLY

The following are designated as right turn only intersections or lanes, and no vehicle may proceed in any way upon said lane other than making a right turn from said area:

Avon parking lot north exit, immediately south of Golf Road, at its intersection with Waukegan Road.

Beckwith Street, the northernmost lane from a point 186 feet west of Mason Street to Austin Avenue.

Customer exit driveways of the Mobil Oil service station and mini-mart at 9544 Waukegan Road onto Golf Road and Waukegan Road.

Customer exit driveways of the Shell service station (5600 Dempster) onto Dempster Street.

Customer lane exit from the Jiffy Lube facility (southwest corner of Beckwith and Waukegan Roads) onto Waukegan Road.

First alley north of Dempster Street onto Harlem Avenue and Shermer Road.

The private north access drive exit at the proposed Trafalgar Woods development onto Waukegan Road.

(Ord. 79-10, 5-28-1979; amd. Ord. 84-27, 6-11-1984; Ord. 88-40, 12-13-1988; Ord. 90-36, 5-14-1990; Ord. 90-61, 11-12-1990; Ord. 06-35, 10-9-2006)

5-13J-2: NO RIGHT TURN

The following streets, alleys and intersections, at the times stated and in the directions indicated, are hereby declared no right turn streets, alleys and intersections and the superintendent of public works shall post appropriate signs to indicate such "no right turn" restrictions:

Alley behind the 5900 block of Lincoln Avenue, the westbound approach to Mason Avenue.

Belleforte Street southbound traffic into Enfield Avenue.

Classic Bowl parking lot exit at its intersection with Waukegan Road.

Emerson Street westbound traffic into Oriole Avenue between the hours of eight o'clock (8:00) A.M. and three thirty o'clock (3:30) P.M.

Fernald Avenue at its intersection with Dempster Street.

First alley north of Lincoln Avenue eastbound traffic into Georgiana Avenue.

Harlem Avenue southbound traffic into Lyons Street is hereby prohibited.

Lincoln Avenue eastbound traffic into McVickers Street between the hours of six thirty o'clock (6:30) A.M. and nine thirty o'clock (9:30) P.M.

Washington Street northbound traffic into Churchill Avenue, Lake Street or Davis Street.

(Ord. 72-17, 6-6-1972; amd. Ord. 74-4, 1-28-1974; Ord. 74-9, 5-13-1974; Ord 7-17, 7-10-17)

5-13J-3: NO LEFT TURN

The following streets, intersections or lanes, at the times stated and in the direction indicated, are hereby declared no left turn streets, intersections or lanes; and the superintendent of public works shall post appropriate signs to indicate such "no left turn" restrictions:

Alley behind the 6000 block of Dempster Street - the westbound approach to School Street.

Arcadia Street eastbound into Harlem Avenue.

Austin Avenue northbound into Main Street between the hours of three thirty o'clock (3:30) P.M. and six thirty o'clock (6:30) P.M., daily except Saturday, Sunday and holidays.

Central Avenue southbound at its intersection with the right-in driveway entrance to Edison School at all times.

Customer lane exits from the drive-in facilities of the First National Bank of Morton Grove daily except Sunday and holidays.

Harlem Avenue southbound into the first alley north of Dempster.

Lincoln Avenue northbound into Dempster Street.

Narragansett Avenue northbound into Dempster Street.

New England Avenue southbound at its intersection with Dempster Street.

North exit of the Beckwith Center (southeast corner of Beckwith and Waukegan Roads) shopping plaza.

Shermer Road northerly and southerly into Harlem Avenue.

Shermer Road northbound into the first alley north of Dempster.

Waukegan Road southbound into the proposed Trafalgar Woods development at the private south access drive located at the traffic signal at the intersection of Waukegan Road with Caldwell Avenue.

(Ord. 72-17, 6-6-1972; amd. Ord. 79-41, 9-10-1979; Ord. 88-40, 12-13-1988; Ord. 89-23, 6-26-1989; Ord. 90-47, 6-25-1990; Ord. 05-50, 11-14-2005; Ord. 06-35, 10-9-2006; Ord. 20-06, 2-10-2020)

5-13J-4: NO RIGHT TURN ON RED

The following streets and intersections, at the times stated and in the direction indicated, are hereby declared to be "no right turn on red when pedestrians are present", and the superintendent of public works shall post appropriate signs to indicate such restrictions:

On all four (4) approaches to the intersection of Dempster Street and Menard Avenue for vehicles proceeding north or south bound on Menard Avenue approaching Dempster Street.

Emerson Street at Waukegan Road (southwest corner of Emerson Street and Waukegan Road): No turn on red on school days when children are present. (Ord. 85-1, 1-25-1985)

5-13J-5: LEFT TURN ONLY

The following are designated as left turn only intersections or lanes, and no vehicle may proceed in any way upon said lane other than making a left turn from said area:

Customer exit driveway of Hillerich's Car Care Enterprises onto Menard Avenue and the first alley south of Dempster Street onto Menard Avenue (trucks). (Ord. 89-23, 6-26-1989)

5-13J-6: NO U-TURN

The following streets, intersections or lanes, at the times stated and in the direction indicated, are hereby declared no U-turn streets, intersections or lanes; and the superintendent of public works shall post appropriate signs to indicate such "No U-turn" restrictions:

Menard Avenue— Between Oakton Street and Keeney Street
Warren Street — Between Major Avenue and Marmora Avenue

Article 5-13K: SPEED LIMITS

5-13K-1: SPEED LIMITS; EXCEPTIONS

5-13K-1: SPEED LIMITS; EXCEPTIONS

All streets and highways under the jurisdiction of the Village shall have a speed limit of twenty five (25) miles per hour and no person shall operate or cause to be operated on any Village street a motor vehicle at speeds in excess of the twenty five (25) mile per hour limit, except for the following listed streets and locations which shall have and be posted at the speed limits indicated:

Street	Between	MPH
Beckwith Road	Austin Avenue and Lehigh Avenue	30
	Waukegan Road and Lehigh Avenue	30
Harlem Avenue	Golf Road and Dempster Street	30
Lehigh Avenue	Dempster Street and Beckwith	30
	Oakton Street and Elm	35
School zones	Where posted; on school days when children are present	20
Shermer Road	Golf Road and Dempster Street	30

(Ord. 89-47, 11-27-1989; amd. Ord. 94-27, 6-27-1994; Ord. 94-34, 9-12-1994; Ord. 96-39, 8-19-1996; Ord. 98-6, 2-23-1998; Ord. 08-42, 1-12-2009)

Article 5-13L: TRUCK PARKING RESTRICTION STREETS

5-13L-1: NO TRUCK PARKING

5-13L-2: NO COMMERCIAL VEHICLE PARKING; TOW AWAY ZONE

5-13L-1: NO TRUCK PARKING

There shall be no parking of commercial vehicles at the times indicated on any of the following streets. The superintendent of public works shall place "No Truck Parking" signs in or at suitable places within the no truck parking zones as herein established:

Street	Between	Side Of Street	Date And Time
Austin Avenue	From a point 750 feet north of the centerline of Oakton to Madison Street	East	At all times
	Main Street and Cleveland	West	At all times
Lincoln Avenue	Austin Avenue and Mason Avenue	South	At all times
	Marmora Avenue and a point 244 feet east of the centerline of Marmora	North	At all times
	From a point 207 feet west of the centerline of Callie to a point 60 feet west of the centerline of Callie	North	Daily 12:00 midnight to 6:00 A.M.
	From a point 87 feet east of the centerline of Callie to a point 75 feet west of the centerline of Georgiana Avenue	North	Daily 12:00 midnight to 6:00 A.M.
	From the centerline of Georgiana to a point 175 feet west of the centerline of Austin	North	Daily 12:00 midnight to 6:00 A.M.
	From a point 150 feet east of the centerline of Austin to a point 55 feet west of the centerline of Mason Avenue	North	Daily 12:00 midnight to 6:00 A.M.
	From a point 50 feet east of the centerline of Mason Avenue to a point 100 feet east of the centerline of Mason	North	Daily 12:00 midnight to 6:00 A.M.
	From a point 31 feet west of the centerline of Mansfield extended to a point 75 feet west of the centerline of Menard	North	Daily 12:00 midnight to 6:00 A.M.
	From a point 75 feet east of the centerline of Menard to a point 120 feet west of the centerline of Mango	North	Daily 12:00 midnight to 6:00 A.M.
	From a point 160 feet east of the centerline of Ferris extended to a point 65 feet west of the centerline of McVicker	North	Daily 12:00 midnight to 6:00 A.M.
	From a point 50 feet east of the centerline of Mason to a point 80 feet west of the	North	Daily 12:00 midnight to 6:00 A.M.

	centerline of Marmora		
	From a point 55 feet east of the centerline of Marmora to a point 50 feet west of the centerline of Mango	North	Daily 12:00 midnight to 6:00 A.M.
Waukegan Road	From points 49 feet and 570 feet north of the centerline of Beckwith	West	At all times

(Ord. 90-55, 9-24-1990; amd. Ord. 94-6, 6-27-1994; Ord. 95-31, 10-9-1995; Ord. 11-09, 2-28-2011)

5-13L-2: NO COMMERCIAL VEHICLE PARKING; TOW AWAY ZONE

There shall be no parking of commercial vehicles at the times indicated on any of the following streets. The superintendent of public works shall place "No Truck Parking Tow Away Zone" signs in or at suitable places within the zones as herein established. The chief of police and/or the chief's subordinates shall individually have the authority to cause any vehicle violating the provisions of this section to be towed away.

Street	Between	Side Of Street	Date And Time
Ferris Avenue	Lincoln Avenue and Capulina	West	At all times

(Ord. 95-26, 7-17-1995)

Article 5-13M: TRAFFIC SCHEDULES

5-13M-1: PARKING ZONES FOR BUSES

5-13M-1: PARKING ZONES FOR BUSES

Reserved for Future Use (Ord. 09-25, 10-26-2009; amd. Ord. 13-23, 12-9-13; Ord. 20-06, 2-10-2020)

Legislative Summary

Resolution 26-07

ESTABLISHING THE LONG-TIME HOMEOWNER HOME IMPROVEMENT PROGRAM WITH USE OF THE AFFORDABLE HOUSING TRUST FUND IN THE VILLAGE OF MORTON GROVE, COOK COUNTY, ILLINOIS

Introduced:	January 13, 2026
Purpose:	To authorize the creation of a Long-Time Homeowner Home Improvement Program that will use financial resources from the Affordable Housing Trust Fund to assist seniors (those 65 or older) who have been in Morton Grove for at least 10 years to make needed home improvements that will allow them to stay in their homes when facing adversity.
Background:	<p>The Village established the Affordable Housing Trust Fund in July 2022 with the intent of providing financial resources to address the affordable housing needs of low-to-middle income individuals and families who live or work in the Village. As of December 2025, the Affordable Housing Trust Fund had a balance of \$352,707.39 having received \$114,934.50 in fee-in-lieu contributions in 2025.</p> <p>The Department of Community and Economic Development has drafted a program description and application form for a proposed Long-time Homeowner Home Improvement Program that would use Affordable Housing Trust Fund dollars to provide resources for seniors (those 65 or older who have been in Morton Grove for at least 10 years) to make improvements to their homes to maintain a high-quality living environment. Examples of eligible projects include, but are not limited to, roof repair/replacement, electrical repairs, lead paint abatement, plumbing repairs, and accessibility improvements.</p> <p>As proposed, funding awards of up to \$10,000 would be given as zero-interest loans. A lien equal to the value of the loan would be placed on the property so that the Village would receive the money back when a home is sold. Applications would be reviewed on a quarterly basis and award amounts and the number of awards granted may vary due to program funding. Priority will be given to qualified applicants with properties with open code enforcement violations and repairs or renovations necessary to correct life threatening deficiencies and to protect the health and safety of the inhabitants.</p>
Programs, Departs or Groups Affected	Administration, Legal, Finance, and Community and Economic Development Department
Fiscal Impact:	Up to \$30,000 per year pending successful application volume
Source of Funds:	Affordable Housing Trust Fund
Workload Impact:	Village staff will create application materials, distribute and evaluate grant application, and take all steps necessary to implement this Resolution.
Administrator Recommendation:	Approval as presented.
Second Reading:	None required.
Special Consider or Requirements:	None

Submitted by: Charles L. Meyer, Village Administrator

Reviewed by: Teresa Hoffman Liston, Corporation Counsel

Reviewed by: Hanna Sullivan, Finance Director

Prepared by: Brandon Nolin, AICP, Community Development Administrator

RESOLUTION 26-07

ESTABLISHING THE LONG-TIME HOMEOWNER HOME IMPROVEMENT PROGRAM WITH USE OF THE AFFORDABLE HOUSING TRUST FUND IN THE VILLAGE OF MORTON GROVE, COOK COUNTY, ILLINOIS

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

WHEREAS, the Village continues to welcome new residential development and as key opportunity sites are made available for redevelopment and infill redevelopment continues, the Village seeks to ensure that a certain level of affordable housing is maintained; and

WHEREAS, the Village seeks to sustain affordable and inclusionary housing opportunities in the Village, match affordable housing opportunities and assistance with the needs of existing residents, expand the diversity of housing types, and encourage high-quality residential development; and

WHEREAS, Ordinance 22-10 approved a text amendment to the Village of Morton Grove Unified Development Code pertaining to the creation and preservation of affordable housing units in the Village of Morton Grove and established the Affordable Housing Trust Fund to provide financial resources to address the affordable housing needs of individuals and families of low-to-middle income who live or work in the Village by providing housing-related services and programs and promoting, preserving, and producing long-term affordable housing; and

WHEREAS, the Village desires to ensure current long-time Morton Grove homeowners can remain in the community as the cost-of-living increases; and

WHEREAS, Ordinance 22-10 granted the Village Administrator and the Department of Community and Economic Development authority to administer affordable housing programs; and WHEREAS, the Affordable Housing Trust Fund has accumulated sufficient funds through fee-in-lieu contributions from several new housing developments to support a new affordable housing program; and

WHEREAS, the Department of Community and Economic Development requests the creation of a Long-time Homeowner Home Improvement Program that will use financial resources from the Affordable Housing Trust Fund to assist homeowners aged 65 or older who have been in Morton Grove for at least 10 years to make needed home improvements that will allow them to stay in their homes when facing adversity.

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 of Morton Grove hereby accepts, approves, and adopts in its entirety, the Long-time Homeowner Home Improvement Program, of which a program description and application form is attached hereto and made a part hereof as “**Exhibit A**”.

SECTION 3: The Village Administrator and Department of Community and Economic Development shall have the authority to implement the Long-time Homeowner Home Improvement Program.

SECTION 4. If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Resolution. All ordinances, resolutions or adopted motions in conflict herewith are hereby repealed to the extent of such conflict.

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

Passed this 27th day of January 2026.

Trustee Khan _____

Trustee Minx _____

Trustee Shiba _____

Trustee Thill _____

Trustee Travis _____

Trustee White _____

Approved by me on this 27th day of January 2026.

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

Attested and Filed in my office this
28th day of January 2026.

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

Long-time Homeowner Home Improvement Program

The Long-time Homeowner Home Improvement Program was created to address the housing needs of eligible seniors and families of low-to-middle income who live in the Village for at least ten (10) years. The program helps maintain affordability within the Village's existing housing stock by assisting senior homeowners who are not able to afford necessary home improvements to maintain a high-quality living environment. Simply put, the program helps people stay in their homes and supports home ownership when adversity strikes.

PROGRAM OVERVIEW

The program provides homeowners with a zero-interest loan of up to \$10,000 to address code violations, deferred maintenance, shifting accessibility needs, and roof repair and replacement.

Eligible Projects

The primary goal of the program is to provide a high-quality living environment. Available program funds must first be used to eliminate any hazardous or life-threatening code violations, and second to eliminate other housing code violations, especially those that threaten the long-term habitability of the house. Eligible repairs may include:

- Roof Repair or Replacement
- Drywall/Plastering
- Electrical Repairs/Service Upgrades
- Flood Control/Drainage (potential use of *Overhead Sewer and Flood Control Assistance Program*)
- Foundation and Structural Repairs
- Furnace/Boiler Repair or Replacement
- Lead Paint Abatement
- Plumbing Repairs
- Porch/Step Repairs
- Repair or Demolition of Unsafe Garages
- Siding, Gutters, Fascia and Soffit
- Tuck-pointing
- Accessibility Improvements (e.g., Barrier Removal and Ramping)

Cosmetic improvements do not qualify. For two-unit and multi-unit buildings, such as townhomes or condominiums, common areas and elements do not qualify (i.e., work must be limited to in-unit repairs).

Long-time Homeowner Requirement

The applicant must own and occupy a single-family detached house, a townhouse, a duplex, two-flat, or condominium unit in the Village of Morton Grove. The applicant must have owned and occupied the home for at **least 10 years** and should have at least **10% equity** in the home. These requirements may be waived under certain circumstances, as determined by the Village Administrator. Homeowners must also be at **least 65 years of age**.

Income Requirement

The applicant's gross annual household income cannot exceed **80% of the area median income** as defined by the U.S. Department of Housing and Urban Development (HUD). The income limit table below is updated annually and identifies income limits by size of household. The income limit table is included for reference only and the Village will utilize the latest income limits provided by HUD as of the date a complete application is received.

FY 2024 Income Limits – Chicago-Joliet-Naperville, IL HUD Metro Area								
80% Area Median Income	Persons in Family							
	1	2	3	4	5	6	7	8
	\$62,800	\$71,800	\$80,750	\$89,700	\$96,900	\$104,100	\$111,250	\$118,450

Determining Your Household Income

To determine whether or not your income qualifies, first calculate the total annual Adjusted Gross Income for all adults (18 years old and over) living in your household, whether or not their name is listed on the deed to the property. Adjusted Gross Income for the previous tax year is found on Line 31 of Form 1040, Federal Income Tax Return. Next, find the line that shows the total number of people living in your house in the left hand column of the chart below. Then look at the corresponding number in the right hand column. If your household's total annual Adjusted Gross Income is the same or less than this number, you may be eligible for the program.

Interest-free Loan

Program funds are awarded in the form of a deferred zero-interest loan. Monthly payments are not required, and the loan does not accrue interest until it must be repaid. To ensure repayment, a lien is placed on the property and the loan principal must be repaid at the time of sale, transfer of title of the property, or when the applicant dies or no longer permanently resides at the property. The homeowner's credit rating is not affected and the Village may under certain circumstances subordinate the lien if the applicant refinances the mortgage. The loan may be repaid at any time.

Funding Maximum

Qualified homeowners may receive loans up to \$10,000 for eligible project. There is a \$10,000 lifetime maximum per property. Applications for projects valued at less than \$2,000 will not be considered.

Interest Period

The annual interest rate for the loaned funds shall be five percent (5%) for the first five (5) years of the loan (the “interest period”) and then reduced to 0% thereafter. If the home is not occupied as the primary residence, vacated, sold, rented to another party, or title is otherwise transferred prior to the end of the five (5) year interest period, the entire award principal and interest shall become due to the Village. If the home is sold after the interest period, the interest is forgiven. Transfer stamps will not be issued without full repayment of the award amount (with interest if applicable).

Continued code compliance is a requirement of the home improvement program. If issues with code compliance are reported during the interest period and not resolved within a reasonable time frame, at the discretion of the Village Administrator, award recipients may be required to pay the full balance of the loan including interest.

Timing of Loan Distributions

Half (50%) of the loan funds are distributed when a contract has been executed between the applicant, the selected contractor, and the Village. The balance of loan funds are distributed at the time of completion of the contracted scope of work and a successful final inspection by the Department of Building and Inspectional Services. Under certain circumstances, a greater portion or all of the award amount may be distributed once a contract has been executed as determined by the Village Administrator.

Program Application and Award Process

The Village reserves the right to modify the administrative procedures, policies, and rules adopted under the program as a result of the information and experience gathered through the program's administration.

The basic procedure for applying to the program and working with the Village to implement awarded funds is as follows:

1. Homeowner reviews the Long-time Homeowner Home Improvement Program packet and determines if their desired project and household qualify for the program.
2. Homeowner submits an application and all needed documentation to the Village for review.
3. Community and Economic Development (CED) Staff will review applications and required documentation for completeness, and provide needed guidance to the homeowner.
4. Complete applications will be submitted to the Finance Department to confirm income requirements are satisfied and additional documentation will be requested as appropriate.
5. Information provided will be used to review and rank applications, on a quarterly basis (as funding is available), giving preference to applicants who would use the program to address active code enforcement issues. Non-awardees will be added to a waitlist.
6. Potential awardees will be contacted to schedule an on-site visit with Village staff to review the proposed scope of work and identify urgent code enforcement or environmental health concerns.
7. The Village will confirm the awardees list and notify the homeowner by issuing a Letter of Award.
8. The Village will draft a revised scope of work and incorporate that scope into an agreement to be executed by the Village and applicant.
9. The homeowner will be responsible for obtaining three like bids from qualified contractors using the agreed upon scope and submitting those bids to the Village for review.
10. Village staff will meet with the homeowner to select the preferred contractor. While the lowest bid will be given priority, contractor experience and history of quality projects in the Village will be taken into consideration.
11. The Village will provide a contract to the selected contractor for the agreed upon scope of work and price which must be executed prior to release funds and the building permit.
12. The Village will issue a check for 50% of the award amount (or more if approved by the Village Administrator) directly to the contractor after they pull appropriate permits and they will then commence work per the agreed upon scope. Permit fees will be waived.
13. The applicant will be responsible for coordinating with the contractor to provide access to the property and ensure timely completion of the scope of work.
14. The contractor will schedule all necessary inspections and after successful final inspection, the Village will release the remaining fund balance directly to the contractor.

The Village of Morton Grove assumes no responsibility for any defective work or other damage, injury or loss resulting from any act of negligence by the contractor or property owner while installing, operating, or maintaining the approved system.

Application Review

Applications are reviewed on a quarterly basis. Award amounts and the number of awards granted may vary due to program funding. Priority will be given to qualified applicants with properties with open code enforcement violations and repairs or renovations necessary to correct life threatening deficiencies and to protect the health and safety of the inhabitants.

In Q1 of each year, waitlist applicants will be contacted to confirm whether they still desire to participate in the program. Waitlist applicants will be given priority during review based on date of application.

QUESTIONS?

If you have any questions, or would like help in filling out the application, please contact the Department of Community and Economic Development at (847) 663-3063 or commdev@mortongroveil.org.

APPLICATION FOR LONG-TIME HOMEOWNER HOME IMPROVEMENT PROGRAM

DATE: _____

NAME: _____

ADDRESS: _____ ZIP CODE: _____

PHONE: _____ E-MAIL: _____

Property Finances

Is your home located within the Village of Morton Grove? Yes No

Are you at least 65 years old? Yes No

Have you owned and lived in your home for at least 10 years? Yes No

Do you now have any mortgage loans on your home? Yes No

What is the present balance on your home mortgage? Amount \$ _____

Do you have a second mortgage on your home? Yes No Amount, if any \$ _____

Do you have a Home Equity Loan? Yes No Amount, if any \$ _____

Are your mortgage payments up to date? (check boxes below)

If no, they must be current before we can process this pre-application.

1st Mortgage: Yes No **2nd Mortgage:** Yes No **Home Equity:** Yes No

What is the present estimated market value of your home? Amount \$ _____

Are your property taxes paid up to date? Yes No

If no, they must be current before we can process this pre-application.

Is your home presently involved in foreclosure proceedings? Yes No

If yes, we can't process your pre-application until this matter has been resolved.

Have you ever participated in the Long-time Homeowner Home Improvement Program before? Yes No

A maximum of \$10,000 in program funding may be allowed per household.

Household Finances

Are you presently involved in bankruptcy proceedings? Yes No

Do you owe the IRS any back taxes? Yes No

If so, you must provide copy of payment agreement to the Village.

Are you willing to assume lien on your property for the total amount of improvement, which must be paid off when your house is sold? (Lien is required to proceed.) Yes No

Indicate the number of people living in the household. **Adult** _____ **Child** _____

Do you have physical assets (excluding your home) exceeding \$150,000.00 Yes No

List all names on the title of the property: _____

Indicate the total income of **every person** living in the household. \$ _____

You must include anyone 18 yrs. and over living in the household, all parties' information will be verified.

Do you or anyone in your home own a business? Yes No

Are you or anyone in the household self-employed? Yes No

SCOPE OF WORK

Please list the types of repairs you need to have done on your home:

SUBMIT YOUR APPLICATION

Please return this form via mail to:

Dept. of Community & Economic Development
Village of Morton Grove
6101 Capulina Avenue
Morton Grove, IL 60053

or via email commdev@mortongroveil.org.

After an initial review, Village staff will contact you to discuss your application and obtain **required documentation** (see next page).

REQUIRED DOCUMENTS – LONG-TIME HOMEOWNER HOME IMPROVEMENT PROGRAM

- PLAT OF SURVEY**

PROOF OF OWNERSHIP

Requires at least 1 of the following documents.

- Copy of recorded deed
- Copy of your most recent mortgage statement
- Copy of Most recent property tax bill
- Heirship documentation or Will with a copy of the death certificate
- Screenshot from the county website showing ownership

PROOF OF HOUSEHOLD INCOME (ALL PERSONS 18 AND OLDER)

Requires at least 1 of the following documents.

- Copy of last two (2) years Federal Income Tax Returns and ALL schedules INCLUDING W-2 Statement
- Government benefit award letter, statement, or payment detail (ex. Social Security/Unemployment/etc.)
- Updated profit & loss statement (self-employed or contract work)
- Copy of Most recent Social Security Monthly Award Letter
- Copy of IRS 1099 Form for Social Security or Pension Benefits (Most recent Pension Monthly Statement)
- Public Assistance Award Letter

PROOF OF HOMEOWNER AND HOUSEHOLD INHABITANTS' IDENTITY (ALL PERSONS 18 AND OLDER)

Requires at least 1 of the following documents for each inhabitant.

- Driver's License
- State of Illinois ID Card
- U.S. or Foreign Passport
- U.S. Permanent Residency Card

PROOF OF HOMEOWNER'S PROPERTY INSURANCE

Requires at least 1 of the following documents.

- Copy of Homeowners Insurance Declaration Page
- Copy of your most recent insurance statement