



**VILLAGE BOARD OF TRUSTEES
REGULAR MEETING NOTICE/AGENDA
AUGUST 12, 2025, 7:00 PM**

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

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

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Approval of Minutes**
 - a. Regular Meeting – July 22, 2025
5. **Special Reports**
6. **Public Hearings – None**
7. **Plan Commission Reports – None**
8. **Residents' Comments (agenda items only)**
9. **President's Report – Administration, Council of Mayors, Northwest Municipal Conference, Dempster Street Corridor Steering Committee**
10. **Clerk's Report – Family & Senior Services, Advisory Commission on Aging, Condominium Association, Maine Township Government**
11. **Staff Report**
 - a. **Village Administrator**

- 1) **Ordinance 25-23** (*Introduced July 22, 2025*) (*Second Reading*): Amending Title 5, Chapter 4, Section 10 of the Municipal Code entitled Prohibited Actions, Conduct and Creating Title 5, Chapter 4, Section 14 Entitled Motor Driven Scooters and Electric Bicycles
- 2) **Ordinance 25-24** (*Introduced August 12, 2025*) (*First Reading*): Creating Title 4, Chapter 6, Section M of the Municipal Code Entitled Tobacco and Alternative Nicotine Products and Amending Title 6, Chapter 3, Section 11 Entitled Prevention of Tobacco Use by Persons Under 21 Years of Age, Prohibition of Sale and Distribution of Tobacco Products
- 3) **Resolution 25-57** Authorizing and Approving a Professional Service Agreement between Johnson Research Group and the Village of Morton Grove to Provide Financial Analysis and Development Consulting Services, and a Professional Service Agreement between Elrod Friedman LLP and the Village of Morton Grove to Provide Legal Services
- 4) **Resolution 25-58** Authorizing a Feasibility Study Concerning the Redevelopment of Certain Property Located within the Village of Morton Grove, Illinois
- 5) **Resolution 25-59** Approving a Telecommunications Use Agreement for the Use of the Right-of-Way within the Village of Morton Grove with Delta Communications, LLC DBA Clearwave Fiber
- 6) **Resolution 25-60** Approving a Telecommunications Use Agreement for the Use of the Right-of-Way within the Village of Morton Grove with Ezee Fiber Texas, LLC, DBA Ezee Fiber, A Delaware Limited Liability Company

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 25-61** Authorizing a Contract with Chicagoland Paving Contractors, Inc. for the 2025 Street Improvement Program
 - 2) **Resolution 25-62** Authorizing a Contract with Globe Construction Company, Inc. for the 2025 Concrete Replacement Program – Contract B
 - 3) **Resolution 25-63** Authoring An Amendment to the Appropriation of Motor Fuel Tax Funds for Central Avenue Resurfacing (MFT Section 24-00113-00-RS)
- e. **Trustee Travis** – *Police Department, Police Pension Board, Fire & Police Commission, Community Relations Commission, Niles Township Government (Trustee Khan)*
- f. **Trustee White** – *Community & Economic Development Department, Economic Development Commission, Plan Commission/ Zoning Board, Lincoln/Lehigh TIF (Trustee Shiba)*

13. **Presentation of Warrants – \$958,146.41**

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
JULY 22, 2025**

CALL TO ORDER

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

III. **APPROVAL OF MINUTES**

Mayor Witko asked for a motion to approve the Minutes of the July 8, 2025 Village Board Meeting as presented. Trustee Minx so moved, seconded by Trustee Khan.

Motion passes unanimously via voice vote.

IV. **SPECIAL REPORTS**

NONE

V. **PUBLIC HEARINGS**

NONE

VI. **PLAN COMMISSION REPORTS**

NONE

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

Mariano Arena, Jr. spoke, regarding Ordinance 25-23, which amends the Municipal Code of the Village by adding a section dealing with motor driven scooters and electric bicycles. His next door neighbor has a son who has an electric bicycle and he's constantly using it on the streets and the sidewalk.

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

The son's friend has an electric scooter, and he's often over at the neighbor's house, running around with it. Mr. Arena said that, when his neighbor's son is on his electric bicycle, he's too short to be seen in Mr. Arena's rear view mirror. However, when Mr. Arena backs up, the back-up camera does catch the child on the bicycle. Mr. Arena said he's very worried about this and is looking forward to seeing what the Village can do about it.

VIII. **PRESIDENT'S REPORT**

1. **Dempster Street Corridor Plan**

Mayor Witko said the Village wants to hear residents' feedback and ideas regarding the future of Dempster Street. Residents can provide their feedback on what they would like to see along Dempster by visiting plandempster.org or attending the next community session during the National Night Out event on August 5.

2. **National Night Out**

Mayor Witko invited everyone to join the Morton Grove Police Department on August 5 from 5:30 to 8:30 pm at the American Legion Civic Center. National Night Out is a free and family-friendly event helps the Village highlight its fantastic Police Department and helps build the bonds between residents and the Morton Grove Police Department. She encouraged everyone to come to this free event.

3. **Metra Parking**

Mayor Witko noted that, as the construction process continues for the new Metra station, there will be a change in the configuration of the construction site which will reduce on-site parking. The Village is emphasizing accessible parking and keeping the drop-off location, but starting August 1, commuters will be able to use the parking lot just north and west of the train station at 8550 Lehigh. The Village is prioritizing residents' access to the lot, so residents who are interested in purchasing a parking permit will be able to do so this week. Permit sales for non-residents will begin next week. The price is \$150 for access to the lot from August 1 to October 31. Permits are available for purchase from 8:30 am to 5:00 pm at Village Hall in the Finance Dept.

IX. **CLERK'S REPORT**

Clerk Harford had no formal report this evening; however, she did compliment the Morton Grove Police Department for bringing popsicles to the kids at Oriole Pool today. Her granddaughter was one of the children who enjoyed the popsicles very much!

X.

STAFF REPORTSA. Village Administrator:

1. Village Administrator Chuck Meyer introduced for a first reading tonight **Ordinance 25-23, Amending Title 5, Chapter 4, Section 10 of the Municipal Code Entitled “Prohibited Actions, Conduct” and Creating Title 5, Chapter 4, Section 14 Entitled “Motor Driven Scooters and Electric Bicycles.”**
 - a. Mr. Meyer said, in the Chicagoland area, there’s been a noticeable increase in the number of electric bicycles and electric scooters on the roads and sidewalks. The Village of Morton Grove has also experienced a rise in the prevalence and use of these types of transportation. Mr. Meyer noted that the MGLPD chief and deputy chief have done a lot of work on this, researching state law regarding these vehicles, as well as learning what other municipalities are doing to craft sensible guidelines that keep people safe and address the prevalence of these vehicles we’re now seeing.
 - b. This ordinance will define e-bikes, electric scooters, low-speed electric scooters, non-highway vehicles, and toy vehicles, and will affirm that these vehicles are not intended for roadways and sidewalks. It will also establish that a driver’s license is required for low-speed electric bicycles and electric scooters.
 - c. A low-speed electric bicycle is one that is equipped with fully operable pedals and an electric motor of less than 750 watts that meets the requirement of one of these classes:
 - Class 1 is an electric bicycle where the motor is assisted by pedaling; its speed tops out at 20 mph. Class 1 e-bikes can be used on the sidewalk or the street. A helmet is required. The proposed ordinance says users must be age 18 or older with a driver’s license, but Mr. Meyer said the ordinance will be revised to say “age 16 or older...”
 - Class 2 is an electric bicycle where the motor needs no assistance via pedaling; its speed also tops out at 20 mph. Class 2 e-bikes are prohibited from being used on sidewalks. A helmet is required. The proposed ordinance says users must be age 18 or older with a driver’s license, but the ordinance will be revised to say “age 16 or older...”
 - Class 3 is an electric bicycle with the motor assisted via pedaling; speed tops out at 28 mph. Class 3 e-bikes are prohibited from being used on sidewalks. A helmet is required. The proposed ordinance says users must be age 18 or older with a driver’s license, but the ordinance will be revised to say “age 16 or older...”
 - d. Electric scooters and low-speed electric scooters are both defined as devices with 2 or 3 wheels, handlebars, and a floorboard that can be stood upon while riding. An electric scooter’s maximum speed, with or without human propulsion, is in excess of 10 mph, while a low-speed electric scooter, as the name suggests, is one whose maximum speed, with or without human propulsion, is no more than 10 mph. Electric scooters are prohibited from being used on sidewalks; low-speed electric scooters can only be used on sidewalks. A helmet is required. The proposed ordinance says users of either an electric scooter or a low-speed electric scooter must be age 18 or older with a driver’s license, but the ordinance will be revised to say “age 16 or older...”

X. **STAFF REPORTS** (continued)

A. Village Administrator: (continued)

- e. A non-highway vehicle is defined as any battery operated, electric, or gas-driven all-terrain vehicle, golf cart, off-highway motorcycle, go-cart, mini-bike, motorized skateboard, or other similar motor-driven vehicle for which the state of Illinois does not issue a title document and does not issue license plates or a registration document.
- f. A toy vehicle is a battery-powered ride-on toy that does not exceed 10 mph and is designed for use by children under the age of 8. The provisions of this code do not apply to toy vehicles operated by children under 8 with adult supervision.
- g. Mr. Meyer said the draft ordinance says that any person who, through the operation of an electric bicycle, electric scooter, or low-speed electric scooter, operates the device in a willful and wanton disregard for the safety of persons or property, may have the device impounded at the time that a citation or charge is issued to the operator by the MG Police Department, for a period not exceeding sixty (60) days. Such impoundment shall be subject to a fee of \$500, jointly assessed to the owner and operator of the device, which shall be paid to secure the release of the device.
- h. It also addresses parental responsibility, stating that it shall be unlawful for any parent or guardian of a person under the age of 18 (“minor”) to permit the minor to violate, or to fail to exercise due care to restrain the minor from violating any provisions of the ordinance. The commission of any such violation by a minor shall raise a rebuttable presumption that the minor’s parent or guardian has permitted the minor to commit said violation, or failed to exercise due care to restrain the minor from committing such violation.
- i. Exemptions would be for any motor-driven scooter operated in a Village sanctioned parade; or any motor-driven scooter or motorized vehicle designed for and used by a person with disabilities, including motorized wheelchairs; or any device used by an authorized representative of the police department, fire department, or unit of government in the course of his or her official duties.

Mr. Meyer said he would be happy to answer any questions from the Board.

- j. Trustee Minx clarified that kids age 10 cannot be riding these bicycles on streets or sidewalks. She asked what recourse does a person have if you see kids that young on these vehicles?
- k. Mr. Meyer said that prevention and education are the most important ways of dealing with this. He said the MGPD is gearing up to be speaking at schools and passing out information. Once the ordinance is approved, the Village will “educate” with articles in the newsletter and on the Village website.
- l. Trustee Khan asked about hoverboards. She sees a lot of them in use and wondered if this ordinance includes hoverboards. Mr. Meyer said he would defer to Chief Weitzel, but he felt that hoverboards would be covered under non-highway vehicles. Chief Weitzel agreed.

X. **STAFF REPORTS** (continued)

A. Village Administrator: (continued)

- m. Trustee Thill asked if a bike is confiscated, is it a \$500 fee, or a fine? He asked what the difference is. Mr. Meyer said a fine is an assessed penalty; a fee is for the Village's costs. Trustee Thill said, if I run a red light and get caught, I get a ticket; but it's nowhere near \$500. He said \$500 fee for a bike seems high. Mr. Meyer said it's a different situation. If you did something and your car gets impounded, you'll have to pay a \$500 fee to get it back.
- n. Chief Weitzel said it's our intention is to educate people, not to impound or make enemies. We're aiming for cooperative enforcement.
- o. Trustee Thill asked if there would be a grace period, before enforcement begins. Corporation Counsel Liston cautioned against doing so, noting that, currently, all these things are prohibited by law, but the Police Department isn't going around arresting people. She said that there are many adults who are using these vehicles irresponsibly and truly creating dangerous situations, and they don't seem to care that these vehicles are prohibited, much less regulated. She was not in favor of giving people a "free pass" once the ordinance is passed.
- p. Trustee Khan asked if paying a fee would go on a child's record. Mr. Meyer said it would not.
- q. Clerk Harford clarified that children under 16 could use a low-speed scooter on the sidewalk, or, if the child is age 8 or younger, they can use a toy car on the sidewalk. Mr. Meyer said that's correct.
- r. Resident Devesh Pandit commented that he sees people on electric bikes constantly, and they're going very, very fast. He sees them on streets and on forest preserves paths. His question was how would the MGPD gauge the speed of these vehicles? Mr. Pandit felt the speeds he was seeing were more like 25mph. Mayor Witko responded, saying that it's more about the type of e-bike they're using, rather than their speed. He said the speeds these people are going are truly scary.
- s. Trustee Thill commented that electric bicycles are illegal in the forest preserves. Mr. Pandit asked what should he do? Trustee Thill suggested telling these riders that he's already called the police. Chief Weitzel said the forest preserves are under the jurisdiction of the Cook County Forest Preserve Police.
- t. Mr. Arena asked to make one more comment. He said the way he had found out about this was that the Principal of the school had sent home a "have a good summer" letter, and in that letter was mention that the Village was going to be looking at e-bikes and e-scooters.
2. Mr. Meyer then presented **Resolution 25-54, A Resolution Providing an Inducement to the Village of Morton Grove and Prospective Developers for Redevelopment Projects in the Village of Morton Grove, Cook County, Illinois.**
- a.

- X. He said this would authorize future reimbursements of expenses incurred by the Village and potential developers to improve and redevelop the Dempster Street Redevelopment Project Area.

- a. **STAFF REPORTS** (continued)

- b. Village Administrator: (continued)

Dempster Street from Central Avenue to the Forest Preserves suffers from blighting factors, including obsolescence, deterioration, structures below minimum code standards, inadequate utilities, lack of community planning, and stagnating or declining property values.

- c.

Developers have contacted the Village indicating their interest in redeveloping this area, but only if the Village provides financial assistance. The Village is also interested in improving public facilities and infrastructure in this area, but will need financial assistance to do so. This Resolution is intended to induce and support the Village’s and Developer’s efforts to evaluate and negotiate potential redevelopment projects and to affirm that the Village will take appropriate action as allowed by law, including the TIF act. The Village will bargain in good faith to negotiate appropriate redevelopment agreements, and if the Village determines that a desired project is appropriate for an economic incentive program and such costs are qualified costs under the TIF Act, the Village may authorize the reimbursement of eligible expenses to itself and Developers, if incurred after the date of this

- d. Resolution. Mr. Meyer said he’d be happy to answer any questions from the Board.

Trustee Thill asked if the Village was planning to set up a TIF District tonight. Mr. Meyer said this inducement resolution is like a first step, in that it authorizes the Village to expend funds to create a TIF District. There are many steps in the process to create a new TIF District. Trustee Thill asked if the funds the Village will be expending will come out of the Village’s General Fund. Mr. Meyer said they would come from the TIF fund. Trustee Thill said, but first a TIF would need to be created. Trustee Thill felt that the funds would come from the General Fund, but once a TIF District is created, that TIF Fund will reimburse the Village for any expenditures it may make or have made prior to the creation of a new TIF.

Mayor Witko asked for a motion regarding Resolution 25-54. Trustee Minx moved to approve the resolution, seconded by Trustee Travis.

Motion passes: 6 ayes, 0 nays.

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

- 3.

Mr. Meyer said that, over the last week, the Village has hosted FGMA, the Village’s architect, to meet with staff regarding the initial design for the Village Hall/Police Department at 6201 Dempster. As some may know, the Village has been working on this process since 2022, with a formal approval of contracts to facilitate the purchase of the building in April 2023, followed by the closing on the property in late 2024. As the design phase continues, the Village will be applying for a formal “Special Use Application” to be reviewed and considered by the Appearance Commission, Traffic Safety Commission, Plan Commission, and Board of Trustees at regularly scheduled meetings. These

- X. meetings will be open to the public. The Village will provide formal notification of these meetings to neighbors within 250 feet of the property by mail. Signs will be posted on the property and the
- A. Village will publish a notice in the local newspaper providing notification of the Public Hearing.

STAFF REPORTS (continued)

- b. Village Administrator: (continued)

- c. Additionally, if residents or the public outside of the 250 foot radius want to learn more about the project, the Village will be providing regular updates, notices, and other information on the Village website later this year.

Mr. Meyer said he also wanted to address some concerns that have been raised:

- The Village has no plans to close Georgiana Avenue.
 - The Village has no plans to restrict parking on Georgiana or Fernald during a snowstorm
 - The current plan for the site design is to have primary vehicular access points located along Fernald Avenue so that traffic is routed onto Dempster Street at the signalized intersection of Fernald and Dempster.
- d.

Mr. Meyer said the Village is still early in the design phase and plans may change; but staff wanted to share this information with the public. As always, if anyone ever has a question about our process, Mr. Meyer said they could reach out to him directly at 847-663-3001 or by emailing him at cmeyer@mortongroveil.org.

- B. Corporation Counsel:

Corporation Counsel Liston had no formal report this evening.

XI. **TRUSTEES' REPORTS**

- A. Trustee Khan:

Trustee Khan had no formal report this evening.

- B. Trustee Minx:

Trustee Minx had no formal report this evening.

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

C. Trustee Shiba:

1. Trustee Shiba presented **Resolution 25-55, Authorizing an Agreement with Ring Central for Telecommunications Licenses, Equipment Hardware, Implementation, and Annual Maintenance for All Village Departments.**
 - a. The Village utilizes telephones for internal communications between staff and external communications with constituents. The current phone system has limited support and lacks features of modern telecommunications systems. In February 2025, the Information Technology Division initiated a public Request for Proposal (RFP) process to upgrade or replace the existing phone system. The proposals were received and evaluated on a variety of factors including cost, applicability, functionality, market presence, vendor presentation, references, and staff feedback.
 - b. It was determined that the RingCentral of Belmont, CA provided a suitable, cost-effective solution to support the telephone communication needs of the Village department. Pending the finalization of the agreement, the cost of licenses, equipment hardware, implementation, and annual maintenance is set at a not to exceed cost of \$128,082.

Trustee Shiba moved to approve Resolution 25-55, seconded by Trustee Minx.

Motion passes: 6 ayes, 0 nays.

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

2. Trustee Shiba also profusely thanked Public Works Director Mike Lukich and the Public Works staff for their hard work in cleaning up after a recent microburst. There were a lot of downed tree limbs and even a few downed trees, but they had everything looking great within a day after the storm occurred.

D. Trustee Thill:

Trustee Thill had no formal report this evening.

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

E. Trustee Travis:

1. Trustee Travis presented **Resolution 25-56, Authorizing a Contract with Ultra Strobe Communications Inc. for the Changeover of Equipment for Police Department Patrol Vehicles.**
 - a. She explained that the Village maintains a fleet of marked and unmarked police vehicles, which are essential for providing responsive and effective public safety services. Vehicles that have been in-service for extended periods and have accumulated high mileage often exceed their useful life, impacting reliability and safety. To address this, three (3) newly purchased marked patrol vehicles need to be outfitted with necessary equipment transferred from existing vehicles. In addition, two (2) unmarked vehicles need to receive upgraded lighting packages to enhance safety, and one (1) recently seized vehicle needs to be repurposed for use as a covert squad car.
 - b. The Police Department solicited quotes from multiple vendors specializing in change-overs for police department vehicles to achieve competitive pricing. Of those contacted, only two (2) vendors submitted quotes, while other declined to participate. Ultra Strobe Communications, a private company with over 20 years of experience service public safety agencies throughout the Chicagoland area, submitted the lowest quote for this work. Their proposal, totaling \$47,779.50, includes the change-over of three (3) new vehicles and equipment modifications to three (3) existing vehicles.

Trustee Travis moved to approve Resolution 25-56, seconded by Trustee White.

Motion passes: 6 ayes, 0 nays.

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

2. Next, Trustee Travis provided an update on the Village’s Drone Program. She said that, earlier this month, residents were protected by the utilization of the MGPD’s drone program during the July 4 parade. During Morton Grove Days, the Board members received a demonstration of the capabilities of the drone program, and were able to see the program “in action,” monitoring situations, providing intel, and responding to emergency calls quickly to provide real-time intelligence to staff in the field. As the Village welcomed thousands of visitors to Morton Grove Days, the drone was able to relay information to officers in the field and help prevent issues from escalating into serious situations. Trustee Travis said it was amazing to see the drone in action!
3. Trustee Travis announced that tomorrow, July 23, has been designated as Illinois Speed Awareness Day. The MGPD will be participating in a state-wide initiative to heavily concentrate on speeding enforcement. Our partners at the Cook County Sheriff’s Police Department will also be in Morton Grove starting this evening, through tomorrow, to help with enforcement efforts.

TRUSTEES' REPORTS (continued)

XI. Trustee Travis:

- E. Lastly, Trustee Travis reminded the assemblage that the Community Relations Commission’s Summer Photo Contest goes to September 1. Photographers can submit up to five (5) photos depicting summer in Morton Grove. Photos may be submitted online or at Village Hall. Please visit the Village’s website for more information.

XI. Trustee White:

- F. Trustee White had no formal report this evening:

XII.

OTHER BUSINESS

Trustee Khan mentioned that there had recently been a shooting near the funeral home. She thanked the police who are making progress on this case. She also felt the MGPD had done a great job notifying the public about when and where the drone was being used during Morton Grove Days. She wondered if there were rules in place regarding privacy and notifications of drone use. Mr. Meyer said yes, there are rules in place, and all of the methods used during the Morton Grove Days event were part of the rules requiring notification. He added that all the MGPD drone users are licensed by the FAA, which has very strict rules and regulations about drone use, flyovers, etc.

XIII.

WARRANTS

Trustee Khan presented the Warrant Register for July 22, 2025 in the amount of \$542,199.40. She moved to approve the Warrants as presented, seconded by Trustee Thill.

Motion passes: 6 ayes, 0 nays.

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

XIV.

RESIDENTS’ COMMENTS

- 1. **Bill Page** echoed the Board’s compliments and confidence in the Morton Grove Police Department. He said he had one question, and he didn’t mean it as a challenge, just a sincere question. He said there are always news stories about masked enforcement officials without badges or judicial warrants accosting and kidnapping people. He wondered how the MGPD were protecting us and preventing this.

XIV.

RESIDENTS’ COMMENTS (continued)

- a. Chief Weitzel thanked Mr. Page for his question and said he was taking it as Mr. Page intended, adding, but we can handle challenges too.
- b. Chief Weitzel noted that in 2017, the State of Illinois passed legislation called the Illinois Trust Act, which prohibits local law enforcement from engaging in immigration activities. Also in 2017, the Village of Morton Grove passed a welcoming ordinance, which also prohibits local law enforcement from engaging in these types of activities. All of these prohibitions are rendered into one of the Police Department's policies (Policy 428). The policy in part says "no member of our agency shall detain any individual based on a civil violation of federal immigration law," amongst a myriad of other caveats. The Morton Grove Police Department is not engaged in assisting federal law enforcement in our duties.
- c. In response to Bill's question, Chief Weitzel said if anyone is approached by someone masked, not showing identification, or purporting to be police officer, whether local or federal, the person being approached should certainly feel free to call 9-1-1. The MGPD can help with issues like identifying anyone who actually has bona fides in law enforcement.

XV.

ADJOURNMENT

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

Motion passes unanimously via voice vote.

The meeting adjourned at 7:42 p.m.

PASSED this 12th day of August 2025.

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

APPROVED by me this 12th day of August 2025.

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

APPROVED and FILED in my office this 13th day of August 2025.

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

Minutes by Teresa Cousar

Legislative Summary

Ordinance 25-23

**AN ORDINANCE AMENDING TITLE 5, CHAPTER 4, SECTION 10
OF THE MUNICIPAL CODE ENTITLED PROHIBITED ACTIONS, CONDUCT AND
CREATING TITLE 5, CHAPTER 4, SECTION 14 ENTITLED MOTOR DRIVEN SCOOTERS
AND ELECTRIC BICYCLES**

Introduction:	July 22, 2025
Purpose:	The Ordinance will amend Title 5, Chapter 4, Section 10 of the Village Code entitled Prohibited Actions, Conduct regarding the regulation of electric bikes and similar devices and create Title 5, Chapter 4, Section 14 entitled Motor Driven Scooters and Electric Bicycles.
Background:	<p>The Village of Morton Grove has experienced a rise in the prevalence and use of electronic bicycles (e-bikes) and similar devices within the community. The State of Illinois provides some guidelines regarding the regulation of e-bikes. However, the Village has determined that codification of State Statute and the addition of local regulations will help enhance safety standards. A summary of the proposed changes include:</p> <ul style="list-style-type: none">• Defining e-bikes, electric scooters, low-speed electric scooters, non-highway vehicles, and toy vehicles and affirming that these vehicles are non-intended users for roadways and sidewalks.• Establishing that a driver's license is required for low-speed electric bicycles and electric scooters. <p>If the Ordinance is approved, the Village will provide communication to the community and provide a frequently asked questions page on the Village's website to address questions and considerations to help ensure the new regulations are properly communicated.</p>
Departs Affected	Village Administrator's Office and Police Department
Fiscal Impact:	No financial impact
Source of Funds:	N/A
Workload Impact:	The Police Department will enforce this Ordinance. Village staff will provide public notice on the Village's platforms including information on the Village's website to residents on the operation of these devices.
Administrator Recommendation	Approval as presented
Second Reading:	August 12, 2025
Special Requirements:	None

ORDINANCE 25-23

AMENDING TITLE 5, CHAPTER 4, SECTION 10 OF THE MUNICIPAL CODE ENTITLED PROHIBITED ACTIONS, CONDUCT AND CREATING TITLE 5, CHAPTER 4, SECTION 14 ENTITLED MOTOR DRIVEN SCOOTERS AND ELECTRIC BICYCLES

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

WHEREAS, the Village President and Board of Trustees are committed to protecting the health, safety and welfare of the Village and its residents; and

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

WHEREAS, the Corporate Authorities of the Village of Morton Grove believe it is in the best interest of the residents of the Village to regulate the use of electric bicycles and similar devices as set forth in this ordinance.

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

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

SECTION 2: Title 5, entitled "Motor Vehicles and Traffic," Chapter 14 entitled "Motor Driven Scooters and Electric Bikes," shall be created and Section 1 entitled "Definitions" shall be created and is hereby to read as follows:

5-14: Motor Driven Scooters and Electric Bikes

5-14-1: Definitions

- A. Low Speed Electric Bicycles (E-Bikes): Low Speed Electric Bicycles are hereby defined as set forth in 625 ILCS 5/1-140.10, as may be amended from time to time, and currently set forth as follows:
 - a. Class 1: an electric bicycle equipped with a motor that provides assistance only when the rider is pedaling and that ceases to provide assistance when the bicycle reaches a speed of 20 miles per hour.
 - b. Class 2: an electric bicycle equipped with a motor that may be used exclusively to propel the bicycle and that is not capable of providing assistance when the bicycle reaches a speed of 20 miles per hour.
 - c. Class 3: an electric bicycle equipped with a motor that provides assistance only when the rider is pedaling and that ceases to provide assistance when the bicycle

reaches a speed of 28 miles per hour.

- B. Electric Scooters (E-Scooters): Electric Scooters are hereby defined as a device, with 2 or 3 wheels, handlebars, and a floorboard that can be stood upon while riding, that is solely powered by an electric motor and human power, and whose maximum speed, with or without human propulsion, is in excess of 10 miles per hour. An Electric Scooter does not include an electric personal assistive mobility device, as defined by 625 ILCS 5/1-117.7
- C. Low-Speed Electric Scooters are hereby defined as set forth in 625 ILCS 5/1-140.11, as may be amended from time to time, and currently set forth as follows: A device weighing less than 100 pounds, with 2 or 3 wheels, handlebars, and a floorboard that can be stood upon while riding, that is solely powered by an electric motor and human power, and whose maximum speed, with or without human propulsion, is no more than 10 miles per hour. "Low-speed electric scooter" does not include a moped or motor-driven cycle. Users of Low Speed Electric Scooters shall not be intended users of any portion of the Village's transportation network, as defined by the Illinois Vehicle Code, and including but not limited to streets, roadways, paths and sidewalks.
- D. Non-Highway Vehicles: A non-highway vehicle shall mean any battery operated, electric, or gas driven all-terrain vehicle, golf cart, off-highway motorcycle, recreational off-highway vehicle, go-cart, minibike, motorized skateboard, electric bicycles other than those defined in 5-14-1(A), self-balancing 1 or 2 wheeled device, or other similar motor driven vehicle for which the state of Illinois does not issue a title document and does not issue license plates or registration document.
- E. Toy Vehicles: A battery-powered ride-on toy that does not exceed 10 MPH and is designed for children under the age of 8.

SECTION 3: Title 5, entitled "Motor Vehicles and Traffic," Chapter 14 entitled "Motor Driven Scooters and Electric Bikes," Section 2 entitled "Operation of Electric Bicycles, Electric Scooters, non-highway vehicles, and Toy Vehicles" shall be created and is hereby to read as follows:

5-14-2: Operation of Electric Bicycles, Electric Scooters, non-highway vehicles, and Toy Vehicles

A. Electric Bicycles:

1. Where permitted, Low Speed Electric Bicycles, defined as set forth in 5-14-1 of this Code, shall be treated consistently with the provisions regulating the required equipment and operation of bicycles as noted in Chapter 5 of this Code, other than as further restricted in this Section.
2. Except as prohibited by the Illinois Vehicle Code, all Class 1 and Class 2 Low Speed Electric Bicycles shall be permitted to operate in the same designated Village owned streets and paths as other bicycles. Class 3 Low Speed Electric Bicycles may only be operated on Village streets, alleys and other locations reserved for the use of motor-driven vehicles, in accordance with the provisions of the Illinois Vehicle Code for their use, other than as further restricted in this Code.
3. Class 2 and 3 Low Speed Electric Bicycles are prohibited from use on any Village sidewalk.

4. Any operator of a Low Speed Electric Bicycle must be at least sixteen (16) years of age and possess a valid driver's license unless under direct supervision of a parent or guardian.
5. All persons operating or riding upon a Low Speed Electric Bicycle shall wear a helmet.
6. All Low Speed Electric Bicycles must have a label as required by 625 ILCS 5/11-1517(c) showing the wattage, top assisted speed, and classification of the e-bike.
7. All Low Speed Electric Bicycles must have the capability to be operated solely via human propulsion, or to be controlled solely via human propulsion, via the use of functioning pedals attached to the Low-Speed Electric Bicycle.

B. Electric Scooters:

1. Where permitted, all Electric Scooters and Low-Speed Electric Scooters defined as set forth in 5-14-1 of this Code, shall be treated consistently with the provisions regulating the required equipment and operation of bicycles as noted in Chapter 5 of this Code, other than as further restricted in this Section.
2. Electric Scooters are prohibited from use on any Village sidewalk.
3. Except as otherwise set forth in this Code, all Low-Speed Electric Scooters shall operate on the sidewalk and in conformance with 625 ILCS 5/11-1518.
4. Any operator of an Electric Scooter shall be at least sixteen (16) years of age and possess a valid driver's license unless under direct supervision of a parent or guardian.
5. All persons operating or riding upon an Electric Scooter or Low-Speed Electric Scooters shall wear a helmet.
6. All Electric Scooters and Low-Speed Electric Scooters must have the capability to be operated solely via human propulsion, or to have their initial operation controlled via a human "push off" start.

C. Non-Highway Vehicles:

1. No persons shall operate a non-highway vehicle upon any public street, sidewalk, alley, parking lot, bike path, park, or on any other property within the Village of Morton Grove, or on any private property without the express consent of the owner.

D. Toy Vehicle:

1. The provisions of this code do not apply to toy vehicles operated by children under 8 with adult supervision.

SECTION 4: Title 5, entitled "Motor Vehicles and Traffic," Chapter 14 entitled "Motor Driven Scooters and Electric Bikes," Section 3 entitled "Impoundment" shall be created and is hereby to read as follows:

5-14-3: Impoundment

- A. Impoundment: In addition to the general fines herein provided, any person who, through the operation of an Electric Bicycle, Electric Scooter, or Low-Speed Electric Scooter operates the device in a willful and wanton disregard for the safety of persons or property, may have the device impounded at the time that a citation or charge is issued to the operator by the Police Department of the Village, for a period not exceeding sixty (60) days. Such impoundment shall be subject to a fee of \$500, jointly assessed to the owner and operator of the device, which shall be paid to secure the release of the device.

SECTION 5: Title 5, entitled “Motor Vehicles and Traffic,” Chapter 14 entitled “Motor Driven Scooters and Electric Bikes,” Section 4 entitled “Parental Responsibility for Violations by Minors” shall be created and is hereby to read as follows:

5-14-4: Parental Responsibility for Violations by Minors

- A. It shall be unlawful for any parent or guardian of a person under the age of eighteen (18) ("minor") to permit the minor to violate, or to fail to exercise due care to restrain the minor from violating any provision of this section. The commission of any such violation by a minor shall raise a rebuttable presumption that the minor's parent or guardian has permitted the minor to commit said violation, or failed to exercise due care to restrain the minor from committing such violation

SECTION 6: Title 5, entitled “Motor Vehicles and Traffic,” Chapter 14 entitled “Motor Driven Scooters and Electric Bikes,” Section 5 entitled “Exemption” shall be created and is hereby to read as follows:

5-14-5: Exemption

- A. No section of this code shall apply to the use of:
 - a. Any device used by an authorized representative of the police department, fire department, or unit of government in the course of his or her official duties.
 - b. Any motor driven scooter or motorized vehicle designed for and used by a person with disabilities including motorized wheelchairs.
 - c. Any motor driven scooter operated in a Village sanctioned parade. (Ord. 04-40, 11-22-2004)

SECTION 7: Title 5, entitled “Motor Vehicles and Traffic,” Chapter 4 entitled “Rules of the Road,” Section 10 entitled “Prohibited Action, Conduct,” shall be amended and to read as follows:

- A. Reckless Driving: Any person who drives any vehicle on public or private property with a willful or wanton disregard for the safety or well being of persons or property is guilty of reckless driving.
- B. Following Too Closely: The driver of a motor vehicle shall not follow another vehicle more

closely than is reasonable and prudent, having due regard for the speed of such vehicles, the traffic and the condition of the streets.

- C. Obstructing Traffic: No vehicle shall be operated or allowed to remain upon any street in such a manner as to form an unreasonable obstruction to the traffic thereon.
- D. Unattended Vehicles: No vehicle shall be left unattended while the motor of such vehicle is running; and no vehicle shall be left without a driver on any hill or incline unless the vehicle is secured against moving. Whenever any police officer finds a vehicle unattended upon any bridge or causeway or in any tunnel where such vehicle constitutes an obstruction to traffic, such officer is hereby authorized to provide for the removal of such vehicle to the nearest garage or other place of safety.
- E. Key In Ignition: No person driving or in charge of a motor vehicle shall permit it to stand unattended in any public place without first stopping the engine, locking the ignition, removing the ignition key from the vehicle, effectively setting the brake thereon and, when standing upon any grade, turning the front wheels to the curb or side of the highway. Whenever any police officer shall find a motor vehicle standing unattended with the ignition key in the vehicle, in violation of this subsection, such police officer is authorized to remove the key from such vehicle and to deliver the key to the police officer in charge of the nearest police station. The registered owner of a vehicle found in violation of this subsection shall be held prima facie responsible for any such violation.
- F. Driving Over Fire Hose: It shall be further unlawful for the driver of any vehicle to drive over any unprotected hose of the fire department without the consent of the fire chief or the assistant in command.
- G. Clinging To Vehicle: No person on any street riding a bicycle, motorcycle, or any toy vehicle, shall cling to or attach himself or his vehicle to any moving vehicle.
- H. Injurious Material On Streets:
1. No person shall throw or deposit upon any street any glass bottle, glass, nails, tacks, wire, cans or any other substance likely to injure any person, animal or vehicle upon such street.
 2. Any person who drops, or permits to be dropped or thrown, upon any street any destructive or injurious material shall immediately remove the same or cause it to be removed.
 3. Any person removing a wrecked or damaged vehicle from a street shall remove any glass or other injurious substance dropped upon the street from such a vehicle.
- I. Negligent Driving:
1. It shall be unlawful for any person to operate any vehicle upon any street or public way negligently, or without due caution, in a manner so as to endanger or likely to endanger any person or property.
 2. For purposes of this section, words "negligently" and "without due caution" shall mean without due care and caution, or without due regard to the width, grade, corners, traffic, weather and other attendant conditions of streets, highways, roads, or other ways used for vehicular traffic within the Village of Morton Grove, and shall include inattentive actions by the operator of a motor vehicle that cause observable deficiencies in the safe operation of the vehicle. "Inattentive actions" include, without

limitation, the following actions:

- i. The hand or handheld operation of telephones, personal data assistants, computers, radios or other electronic or battery operated communications or entertainment equipment or devices;
 - ii. Eating or drinking;
 - iii. The reading of material within the motor vehicle; and
 - iv. Personal grooming.
3. The prohibition in this section shall not be applicable to: a) the use or operation of telephones or communications equipment or devices for purposes of contacting or communicating with public safety or other emergency service providers, b) the operation of authorized emergency vehicles, and c) the operation of a vehicle in a parked position. (Ord. 11-21, 6-27-2011)

SECTION 8: 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 9: 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 10: 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 11: This Ordinance shall take effect on the later of the adoption of this Ordinance.

Passed this 12th day of August 2025.

Trustee Khan _____

Trustee Minx _____

Trustee Shiba _____

Trustee Thill _____

Trustee Travis _____

Trustee White _____

Approved by me this 12th day of August 2025.

Janine Witko, Village President

Village of Morton Grove
Cook County, Illinois

Attested and Filed in my office
this 13th day of August 2025.

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

Legislative Summary

Ordinance 25-24

AN ORDINANCE CREATING TITLE 4, CHAPTER 6, SECTION M OF THE MUNICIPAL CODE ENTITLED TOBACCO AND ALTERNATIVE NICOTINE PRODUCTS AND AMENDING TITLE 6, CHAPTER 3, SECTION 11 ENTITLED PREVENTION OF TOBACCO USE BY PERSONS UNDER 21 YEARS OF AGE, PROHIBITION OF SALE AND DISTRIBUTION OF TOBACCO PRODUCTS

Introduction:	August 12, 2025
Purpose:	This Ordinance will update the Village's Code to add regulations related to tobacco sales and products within the Village.
Background:	<p>The Village Administrator, in consultation with the Chief of Police, has reviewed and recommended that the Village update its ordinances related to tobacco. The proposed revisions include the:</p> <ul style="list-style-type: none">• Addition of a section within the Village Code related to the business regulations for businesses that sell tobacco.• Creation of a licensing structure for tobacco-related businesses.• Establishment of distances between tobacco license holders, inspections, and background checks for applicants. <p>This Ordinance shall become effective as of January 1, 2026, to align with the start of the next calendar year when new business compliance certificates (BCC) would be issued and apply to tobacco selling establishments.</p> <p>Since the Ordinance will be effective January 1, 2026, as part of the August 26, 2025 Village Board Agenda, the Village plans to present a Resolution authorizes a temporary moratorium on issuing BCCs for new tobacco uses until January 1, 2026.</p>
Departs Affected	Finance Department, Community Development Department, Village Administrator's Office, and Police Department
Fiscal Impact:	No financial impact
Source of Funds:	N/A
Workload Impact:	Staff will need to update BCC Applications prior to the 2026 renewal deadline but there should be minimal workload impact for future renewals.
Administrator Recommendation	Approval as presented
Second Reading:	August 26, 2025
Special Requirements:	None

ORDINANCE 25-24

CREATING TITLE 4, CHAPTER 6, SECTION M OF THE MUNICIPAL CODE ENTITLED TOBACCO AND ALTERNATIVE NICOTINE PRODUCTS AND AMENDING TITLE 6, CHAPTER 3, SECTION 11 ENTITLED PREVENTION OF TOBACCO USE BY PERSONS UNDER 21 YEARS OF AGE, PROHIBITION OF SALE AND DISTRIBUTION OF TOBACCO PRODUCTS

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

WHEREAS, the Village President and Board of Trustees are committed to protecting the health, safety and welfare of the Village and its residents; and

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

WHEREAS, the Corporate Authorities of the Village of Morton Grove believe it is in the best interest of the residents of the Village to regulate tobacco as set forth in this ordinance.

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

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

SECTION 2: Title 4, entitled "Business Regulations," Chapter 6 entitled "Regulations Pertaining to Specific Businesses," and Section M entitled "Tobacco and Alternative Nicotine Products" shall be created and Section 1 entitled "Policy and Construction" shall be created and is hereby to read as follows:

4-6M: Tobacco and Alternative Nicotine Products

4-6M-1: Policy and Construction

- A. This article shall be liberally construed, to protect the health, safety, and welfare of the people of the Village of Morton Grove.
- B. Authority to establish additional regulations. The Village Administrator is authorized to establish rules, regulations and procedures for the implementation of this article.

SECTION 3: Title 4, entitled "Business Regulations," Chapter 6 entitled "Regulations Pertaining to Specific Businesses," and Section M entitled "Tobacco and Alternative Nicotine Products", Section 2

entitled “Definitions” shall be created and is hereby to read as follows:

4-6M-2: Definitions

For the purposes of this chapter, the following words and phrases shall have the meanings respectively ascribed to them:

- A. The definitions, terms and provisions of the Sale and Distribution of Tobacco Products Act, 720 ILCS 675/0.01, et seq., and the Cigarette Health Warning Act, 410 ILCS 85/1 et seq., regarding the display of warning signs are hereby adopted insofar as such definitions, terms, and provisions may be applicable, as if set out in length in this Article.
- B. ACCESSORY TOBACCO SALES. The retail sale of tobacco products and/or alternative-nicotine-related products at a retail establishment in which the sale of other non-tobacco-related and non-alternative-nicotine-related products is the primary function.
- C. ALTERNATIVE NICOTINE PRODUCT. As defined in the Illinois Compiled Statutes, 720 ILCS 675/1.5, a product or device not consisting of or containing tobacco that provides for the ingestion into the body of nicotine, whether by chewing, smoking, absorbing, dissolving, inhaling, snorting, sniffing, or by any other means. "Alternative nicotine product" excludes cigarettes, smokeless tobacco, or other tobacco products and any product approved by the United States Food and Drug Administration as a nontobacco product for sale as a tobacco cessation product, as a tobacco dependence product, or for other medical purposes, and is being marketed and sold solely for that approved purpose.
- D. TOBACCO PRODUCT. (1) Any product which contains, is made, or derived from tobacco or used to deliver nicotine or other substances intended for human consumption, whether smoked, heated, chewed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to, cigarettes, cigars, little cigars, cheroots, stogies, periques, granulated, plug cut, crimp cut, ready rubbed and other smoking tobacco, snuff, snuff flour, bidis, snus, mints, hand gels, Cavendish, plug and twist tobacco, fine cut and other chewing tobaccos, shorts, refuse scraps, clippings, cutting, and sweepings of tobacco; (2) electronic smoking devices; (3) notwithstanding any provision of subsections (1) and (2) to the contrary, "tobacco product" includes any component, part, accessory, or associated tobacco paraphernalia

of a tobacco product whether or not sold separately. Excluded from this definition is any product that contains marijuana and any products specifically approved by the U.S. Food and Drug Administration for use in reducing, treating, or eliminating nicotine or tobacco dependence or for other medical purposes when these products are being marketed and sold solely for such approved purpose.

- E. TOBACCO STORE. A retail establishment the primary function of which is the sale of tobacco-related and/or alternative nicotine products, where the sale of other products is merely incidental.
- F. VENDING MACHINE. Any mechanical, electric or electronic, self-service device which, upon insertion of money, tokens or any other form of payment, dispenses tobacco or alternative nicotine products.

SECTION 4: Title 4, entitled “Business Regulations,” Chapter 6 entitled “Regulations Pertaining to Specific Businesses,” and Section M entitled “Tobacco and Alternative Nicotine Products”, Section 3 entitled “License” shall be created and is hereby to read as follows:

4-6M-3: Licenses

- A. License Required: Commencing January 1, 2026, it shall be unlawful to sell at retail, to give away, deliver or to keep with the intention of selling at retail, giving away or delivering tobacco products or alternative nicotine products within the village without having first obtained a Class A or Class B tobacco license pursuant to this article. Such license shall be in addition to any other license or permit required by this code. A separate license is required for each location where tobacco products or alternative nicotine products are sold, given away or kept with the intent to sell or give away.
- B. License Classifications.
 - 1. Class A - Accessory Tobacco Sales. Class A Tobacco licenses shall authorize the retail sales of tobacco and/or alternative nicotine products and tobacco-related products.
 - 2. Class B - Tobacco Store. Class B tobacco licenses shall authorize the operation of a retail tobacco and/or alternative nicotine products store in accordance with definition of a tobacco store contained herein.
- C. Limitation on Number of Licenses. No more than 18 Class A tobacco licenses shall be

issued and in force at any one time. No more than 5 Class B tobacco licenses shall be issued and in force at any one time. Any business that holds a valid BCC for the sale of tobacco shall be eligible to receive a Class A or Class B license based on the information they provided as part of their 2025 BCC and to renew said license annually, so long as the business remains in good standing with the Village, the business remains continually operational, the ownership of the business has not changed, and the business has not expanded or substantially changed .

- D. Privilege. A license granted pursuant to this article is solely a personal privilege, and unless sooner revoked pursuant to this chapter or by federal or state law shall last for no more than one year; from January 1 (or later for an initial application) through December 31. A license shall not constitute property and may not be transferred. It shall not be used as collateral, nor be subject to voluntary or involuntary attachment, assignment, garnishment, or execution, encumbrance or hypothecation, nor shall it descend by the laws of testate or intestate devolution. Renewal of this license is a privilege and shall not be construed as a vested right which shall limit or prevent the decreasing number of licenses to be issued within the Village.
- E. Application: Application for a license hereunder shall be made, in writing, to the Village Administrator or their designee on forms provided by the Village, shall contain all required information, signed and verified by all persons who own five percent (5%) or more of the business or entity seeking the tobacco license and shall be accompanied by the application fee and license fee required pursuant to Title 1 Chapter 11 of this Code.
- F. Background Check. Prior to the approval and issuance of a license, or upon the change of ownership or manager of the licensee, all persons required to be listed on the application, all persons having an interest of at least five percent (5%) of the licensee, all managers of the licensed premises, and such other persons as requested by the Village Administrator shall submit to a background check including submitting their fingerprints to the Morton Grove Police Department in the form and manner prescribed by Chief of Police to be checked against law enforcement records and criminal history records databases. The licensee or applicant shall pay such fee for conducting the background check, as determined by the Village Administrator. A license may be denied or revoked at the discretion of the Village Administrator if an applicant has a criminal record regarding the possession, sale, or distribution of

alcohol, drugs, tobacco products or alternative nicotine products, or if the applicant has a record for violations of the Village Code or other similar federal local or state ordinances or laws relating to this article or which demonstrates that the applicant is of poor moral character, or may be a threat to the health and safety of minors.

- G. Posting. A tobacco license shall be posted in a conspicuous place at the location for which the license is issued.
- H. Assignment or Transfer. No license issued or granted under this article shall be assigned or transferred to any other person or corporation other than to the person to whom such license was issued. No individual or corporation other than the licensee shall act or do business under such license.
- I. Inspections: Each licensed location may be inspected at any time as authorized by the Village Administrator, Building Commissioner or Chief of Police. Inspections may be unannounced in order to determine if each retail vendor of tobacco products or alternative nicotine products is in compliance with this chapter. The licensee shall fully cooperate with all authorized investigations.

SECTION 5: Title 4, entitled “Business Regulations,” Chapter 6 entitled “Regulations Pertaining to Specific Businesses,” and Section M entitled “Tobacco and Alternative Nicotine Products”, Section 4 entitled “Tobacco Sales Regulation” shall be created and is hereby to read as follows:

4-6M-4: Tobacco and Alternative Nicotine Products

- A. Employees. It shall be unlawful for any licensee or any officer, associate, representative, agent or employee of such licensee, to engage, employ or permit any person under twenty-one (21) years of age to sell tobacco products, electronic cigarettes, or alternative nicotine products on any licensed premises.
- B. Accessibility. All tobacco products or alternative nicotine products shall be kept in an area which is not accessible to retail customers except at the discretion of the licensee, persons over the age of twenty-one (21), may have access to a controlled humidor, containing only cigars, on a Class B licensed premise.
- C. Signage. The following signs shall be posted by every licensee at or near every display of tobacco products, electronic cigarettes, and alternative nicotine products. Each such sign shall be posted in a conspicuous place and shall be printed on white cards in red letters at least one-

half inch (1/2") in height, shall be plainly visible and shall state:

1. SALE OF TOBACCO ACCESSORIES, ELECTRONIC CIGARETTES, AND ALTERNATIVE NICOTINE PRODUCTS TO PERSONS UNDER TWENTY-ONE YEARS OF AGE OR THE MISREPRESENTATION OF AGE TO PROCURE SUCH A SALE IS PROHIBITED BY LAW.
2. SURGEON GENERAL'S WARNING: SMOKING BY PREGNANT WOMEN MAY RESULT IN FETAL INJURY, PREMATURE BIRTH, AND LOW BIRTH WEIGHT.

D. Location Restrictions.

1. It shall be unlawful for any person to sell, offer for sale, give away or deliver tobacco products, electronic cigarettes, or alternative nicotine products within one hundred feet (100') of any school, childcare facility or property used for education or recreational programs for persons under the age of twenty-one (21) years as measured from the property lines of the lots or parcels on which the applicable uses are situated.
2. No Class B Tobacco Store shall be located within one thousand feet (1,000') of another Class B Tobacco Store as measured from the property lines of the lots or parcels on which the business locations are situated.
3. Tobacco Stores shall not be located on the same property, or within the same contiguous commercial center, as any school, childcare facility or property used for education or recreational programs for persons under the age of twenty-one (21) years.

E. Original Packaging. It shall be unlawful for any person, including any licensee to sell, give or deliver cigarette or tobacco products in any form other than an original factory-wrapped package.

F. Free Distributions Prohibited. It shall be unlawful for any licensee or any person in the business of selling or otherwise distributing, promoting or advertising tobacco products, electronic cigarettes, or alternative nicotine products, or any employee or agent of any such licensee or person, in the course of such licensee's or person's business, to distribute, give away or deliver tobacco products, electronic cigarettes, or alternative nicotine products free of charge to any person on any right of way, park, playground or other property owned by the village, or any other public body, school district or unit of local government.

G. Vending Machine. It shall be unlawful for any person, including any licensee to sell or offer

for sale, give away, deliver or to keep with the intention of selling, giving away or delivering tobacco products, electronic cigarettes, or alternative nicotine products by use of a vending machine.

SECTION 6: Title 4, entitled “Business Regulations,” Chapter 6 entitled “Regulations Pertaining to Specific Businesses,” and Section M entitled “Tobacco and Alternative Nicotine Products”, Section 5 entitled “Enforcement and Violations” shall be created and is hereby to read as follows:

4-6M-5: Enforcement and Violations

- A. Public Nuisance. The sale of tobacco and alternative nicotine products in violation of this article is declared a public nuisance.
- B. Penalties. Any person who violates any provision of this article shall be subject to the penalties provided in Title 1 Chapter 4 of the Village Code in addition to any other penalty specifically provided for under federal, state or local laws.
- C. Suspension or Revocation. In addition to all other fines and penalties, the Village Administrator may suspend or revoke the tobacco license for any violation of this article pursuant to the process set forth in Title 4-4-9 of the Village Code.
- D. Responsibility of licensee for violations by agents and employees. Every act or omission constituting a violation of any of the provisions of this article by any officer, director, manager or other agent or employee of any licensee under this article shall be deemed and held to be the act of such licensee and shall subject the licensee to the same penalty as if such act or omission had been done or omitted by the licensee personally.

SECTION 7: Title 6, entitled “Police Regulations,” Chapter 3 entitled “Minors,” Section 1 entitled “Prevention of Tobacco Use by Persons Under 21 Years of Age, Prohibition of Sale and Distribution of Tobacco Products,” shall be amended and to read as follows:

- A. Definitions. Terms in this Section 6-3-1 shall have the same meaning as terms defined in Title 4 Chapter 6, Article 6M.
- B. Possession, Purchase and Sale.
 - 1. No person under the age of twenty-one (21) shall knowingly possess, consume, or use, either by smoking, inhaling, dissolving, snorting, sniffing, ingesting, absorbing, or chewing any tobacco product, electronic cigarettes, or alternative nicotine product, provided that the possession by a person under the age of twenty-one (21) years under the direct supervision of the parent or guardian of such person in the privacy of the

parent s or guardian s home shall not be prohibited.

2. No person under twenty-one (21) years of age shall purchase any tobacco product, electronic cigarette, or alternative nicotine product.
 3. No person shall sell barter, exchange, deliver or give away or cause or permit or procure to be sold, bartered, exchanged, delivered, or given away any tobacco product, electronic cigarette, or any alternative nicotine product to any person under twenty-one (21) years of age.
 4. Before selling, offering for sale, giving, or furnishing a tobacco product, electronic cigarette, or alternative nicotine product to another person, the person selling, offering for sale, giving, or furnishing the tobacco product, electronic cigarette, or alternative nicotine product shall verify the person is at least twenty-one (21) years of age by:
 5. Examining from any person that appears to be under thirty (30) years of age a government-issued photographic identification that establishes the person to be twenty-one (21) years of age or older; or
 6. For sales of tobacco products, electronic cigarettes, or alternative nicotine products made through the Internet or other remote sales methods, performing an age verification through an independent, third party age verification service that compares information available from public records to the personal information entered by the person during the ordering process that establishes the person is twenty-one (21) years of age or older.
- C. No person under twenty-one (21) years of age in the furtherance or facilitation of obtaining any tobacco product, electronic cigarette, alternative nicotine product, smoking accessories or smoking herbs shall display or use a false or forged identification card or transfer, alter, or deface an identification card.
- D. It is not a violation of this Act for a person under twenty-one (21) years of age to purchase a tobacco product, electronic cigarette, or alternative nicotine product if the person under the age of twenty-one (21) purchases or is given the tobacco product, electronic cigarette, or alternative nicotine product in any of its forms from a retail seller of tobacco products, electronic cigarettes, or alternative nicotine products or an employee of the retail seller pursuant to a plan or action to investigate, patrol, or otherwise conduct a "Compliance Check" or enforcement action against a retail seller of tobacco products, electronic cigarettes, or alternative nicotine products or a person employed by the retail seller of tobacco products, electronic cigarettes, or alternative nicotine products or on any premises authorized to sell tobacco products, electronic cigarettes, or alternative nicotine products to determine if tobacco products, electronic cigarettes, or alternative nicotine products are being sold or given to persons under twenty-one (21) years of age if the "Compliance Check" or enforcement action is approved by, conducted by, or

conducted on behalf of the Department of State Police, the county sheriff, a municipal police department, the Department of Revenue, the Department of Public Health, or a local health department.

SECTION 8: 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 9: 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 10: 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 11: This Ordinance shall take effect on the later of the adoption of this Ordinance.

Passed this 26th day of August 2025.

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

Approved by me this 26th day of August 2025.

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

Attested and Filed in my office
this 27th day of August 2025.

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

Legislative Summary

Resolution 25-57

AUTHORIZING AND APPROVING A CONSULTING AGREEMENT BETWEEN JOHNSON RESEARCH GROUP, INC., AND THE VILLAGE OF MORTON GROVE AND ACCEPTING TERMS OF ENGAGEMENT WITH ELROD FRIEDMAN LLP TO PROVIDE FINANCIAL ANALYSIS AND DEVELOPMENT CONSULTING SERVICES

Introduced:	August 12, 2025
Purpose:	To authorize and approve a consulting agreement between Johnson Research Group, Inc., and the Village and accept terms of engagement with Elrod Friedman LLP to provide financial analysis and development consulting services in support of a proposed Dempster Street TIF District.
Background:	<p>The area along Dempster Street between Central Avenue and the Forest Preserves (the “Proposed Redevelopment Project Area”) suffers from declining property values and property taxes, obsolete buildings and other factors of blight, and there is little likelihood the area will be revitalized without Village assistance or intervention. The Village will benefit from consulting services to investigate the desirability and feasibility of utilizing Tax Increment Financing (TIF) or other appropriate economic development incentives for funding certain redevelopment costs related to redevelopment of the Proposed Redevelopment Project Area and, if warranted, assist the Village in designating the Redevelopment Project Area and TIF District in compliance with the TIF Act.</p> <p>Johnson Research Group, Inc. has acted as the Village’s development and TIF consultant since 2019 and has the expertise, experience, and resources to provide the services referenced above. Elrod Friedman LLP has served as outside counsel to the Village and surrounding municipalities on a variety of matters in the past decade and has the expertise, experience, and resources to provide legal counsel in support of the services referenced above. Johnson Research Group has provided a consulting agreement attached hereto as Exhibit A and Elrod Friedman has provided an engagement proposal attached hereto as Exhibit B. This Resolution will authorize and approve the consulting agreement and engagement terms based on these proposals.</p>
Programs, Departs or Groups Affected	Administration, Legal, Finance, and Community and Economic Development
Fiscal Impact:	\$46,200 plus based on tasks authorized.
Source of Funds:	TIF, General Fund
Workload Impact:	The Village Administrator, Assistant Village Administrator, Corporation Counsel, Finance Director, and Community Development Administrator will 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: Zoe Heidorn, Assistant Village Administrator
Reviewed by: Teresa Hoffman Liston, Corporation Counsel
Reviewed by: Hanna Sullivan, Finance Director

RESOLUTION 25-57

AUTHORIZING AND APPROVING A CONSULTING AGREEMENT BETWEEN JOHNSON RESEARCH GROUP, INC., AND THE VILLAGE OF MORTON GROVE AND ACCEPTING TERMS OF ENGAGEMENT WITH ELROD FRIEDMAN LLP TO PROVIDE FINANCIAL ANALYSIS AND DEVELOPMENT CONSULTING SERVICES

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

WHEREAS, the 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; and

WHEREAS, the Village is authorized under the provisions of Article VIII of the State of Illinois Constitution, 1970, to use public funds for public purposes; and

WHEREAS, the Village is authorized under the provisions of 65 ILCS 5/11-74.4-1 *et seq.* (the “Act”), to finance redevelopment projects in existing Redevelopment Project Areas and create new Redevelopment Project Areas in accordance with and pursuant to the Act; and

WHEREAS, the area along Dempster Street between Central Avenue and the Forest Preserves (the “Proposed Redevelopment Project Area”) suffers from declining property values and property taxes, obsolete buildings and other factors of blight, and there is little likelihood the area will be revitalized without Village assistance or intervention; and

WHEREAS, the Corporate Authority is considering designating the Proposed Redevelopment Project Area as a “Redevelopment Project Area” or “TIF District” as contemplated by 65 ILCS 5/11-74.4-1 *et seq.* (the “TIF Act”); and

WHEREAS, the Village will benefit from specialized expertise available through financial analysis and development consultants to:

- A. Assist the Village in investigating the desirability and feasibility of utilizing Tax Increment Financing or other appropriate economic development incentives for funding certain redevelopment costs related to redevelopment of the Proposed

Redevelopment Project Area; and

B. If warranted, assist the Village in designating the Redevelopment Project Area and TIF District in compliance with the TIF Act (the “Services”); and

WHEREAS, Johnson Research Group, Inc., has acted as the Village’s development and TIF consultant since 2019 and has the expertise, experience, and resources to provide the Services referenced above; and

WHEREAS, Elrod Friedman LLP has served as outside counsel to the Village and surrounding municipalities on a variety of matters in the past decade and has the expertise, experience, and resources to provide legal counsel in support of the Services referenced above; and

WHEREAS at the request of Village staff, Johnson Research Group, Inc., provided a consulting services agreement proposal attached hereto as “**Exhibit A**” to assist the Village in evaluating the desirability and feasibility of using Tax Increment Financing or other appropriate economic development incentives for funding certain redevelopment costs related to the redevelopment of properties in the Redevelopment Project Area, and if conditions are favorable, to prepare a redevelopment plan and project, notices, and ordinances as required by the Act for the Redevelopment Project Area; and

WHEREAS at the request of Village staff, Elrod Friedman LLP provided an engagement proposal attached hereto as “**Exhibit B**” to provide the Village with consultation and legal services concerning existing and future Tax Increment Financing matters, redevelopment project areas, and related issues; and

WHEREAS the Board of Trustees has deemed it to be in the best interest of the Village to enter into the aforementioned agreements with Johnson Research Group, Inc., and with Elrod Friedman LLP to act as the Village’s consultants to provide the Services and tasks set forth in Exhibits A and B.

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

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

SECTION 2: The Corporate Authorities of the Village of Morton Grove hereby approve a consulting services agreement between Johnson Research Group, Inc., and the Village of Morton Grove to act as the Village's Tax Increment Financing and development consultant to perform the services set forth in **Exhibit A** for a total expenditure not to exceed \$46,200 and authorize the Village Administrator to negotiate, finalize, and execute the agreement.

SECTION 3: The Corporate Authorities of the Village of Morton Grove hereby approve an engagement proposal for consulting services agreement between Elrod Friedman, LLP, and the Village of Morton Grove to provide the Village with consultation and legal services concerning existing and future Tax Increment Financing matters, redevelopment project areas, and related issues and perform the services set forth in **Exhibit B** for a total expenditure not to exceed \$25,000 and authorize the Village Administrator to negotiate, finalize, and execute the engagement proposal.

SECTION 4: The Village Administrator and/or their designee is hereby authorized to finalize and to take all steps necessary to implement and enforce the agreements.

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

Passed this 12th day of August 2025.

Trustee Khan _____

Trustee Minx _____

Trustee Shiba _____

Trustee Thill _____

Trustee Travis _____

Trustee White _____

Approved by me this 12th day of August 2025.

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

Attested and Filed in my office
This 13th day of August 2025.

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

Municipal Advisor/Consulting Services Agreement

This Retainer Agreement (“Agreement”) dated and effective July __, 2025 (“Effective Date”) by and between Johnson Research Group, Inc. (“JRG” or “Consultant”) and the Village of Morton Grove (“Client”), also individually referred to as the “Party”, and collectively the “Parties”.

This Agreement describes the Consultant’s services to assist the Village of Morton Grove (the “Village”) with implementing and managing their tax increment financing program within the Village. Specific assignments and their scope are described below.

1. SCOPE OF SERVICES

The Consultant will provide, upon request of the Client, municipal and/or consultant services described in **Schedule A** attached hereto and incorporated herein by reference. The Client and Consultant intend and agree that, to the extent the performance of services by the Consultant with respect to the Transaction constitutes municipal advisory activities within the meaning of the Securities Exchange Act of 1934 (the “Exchange Act”) or otherwise creates a duty of loyalty under the Exchange Act or the Rules of the Municipal Securities Rulemaking Board and applicable state and local laws, JRG’s duties do not extend beyond the services to be provided with respect to services described in Schedule A.

The Consultant will provide Additional Services on an “as-needed” basis by written authorization(s), which will become an amendment(s) to this Agreement including all its terms and conditions.

2. TERM OF AGREEMENT

This agreement shall be for a term of 12 months unless earlier terminated as provided herein. This term may be extended by mutual agreement with the Client and the Consultant. The Consultant shall receive additional fees on a pre-approved basis in writing by the Client for any additional services not covered in this Agreement including travel and administrative expenses not covered by this Agreement. Consultant will work with the Client on a non-exclusive basis.

Either Party may terminate this Agreement at any time by providing the other Party with a thirty (30) day written notice.

- a) The Consultant may terminate this Agreement immediately at any time if the Client fails to pay for the Services or breaches any other material term of this Agreement. The Consultant will be entitled to reimbursement for any outstanding invoices and Services performed but for which the Consultant has not been paid.
- b) The Client may terminate this Agreement immediately at any time if the Consultant fails to provide the Services or breaches any other material term of this Agreement. The Client will be entitled to reimbursement for any money paid for Services that were not received.

3. COMPENSATION AND EXPENSES

The Consultant will invoice all services at the rates provided below. Excluded from this hourly fee is out-of-pocket expenses, including mileage or other travel costs, parking, tolls, reproduction, data and secondary source documents, and delivery services.

Position	Hourly Rate
Principal	\$240
Project Manager	\$220

Financial Analyst	\$200
Analyst	\$180
Graphics Specialist	\$160
Project Researcher	\$120

The Client will be invoiced on a monthly basis for expenses incurred and hours worked on each Task outlined in Schedule A of this Agreement until the Consultant’s services are complete or terminated. If the Client terminates or breaches this Agreement prior to completion of any Task or phase of work, the Consultant shall be reimbursed within 30 days of such termination or breach at the rate of \$200.00 per hour for work incurred to the date of such termination or cancellation.

4. MISCELLANEOUS TERMS AND CONDITIONS

The parties hereto acknowledge and agree that the following terms and conditions are included in this Agreement:

- A. Applicable Laws.** This Agreement is governed by and construed in accordance with the laws of the State of Illinois, and the parties agree to submit to the exclusive jurisdiction of, and agree that venue is only proper in, state or federal courts with jurisdiction over Morton Grove, Illinois, Cook County in any legal action, arbitration, mediation, or proceeding relating to this Agreement.
- B. Confidentiality,** The Consultant understands the Village’s confidential information may be disclosed during the course of executing the Services. The Consultant agrees to use the Company’s confidential information solely for the purpose of performing the Services. The Consultant agrees not to share the Client’s confidential information unless required to by law. The Client’s obligation to maintain confidentiality will survive termination of this Agreement and will remain in effect indefinitely.
- C. Taxpayer Identification Number and Certification.** Client shall provide the Consultant a complete Taxpayer Identification Number and Certification (IRS Form W-9) prior to Consultant beginning services.
- D. Use of Reports by Client.** Final reports and documents will be furnished in PDF format (specifically excluding any JRG *electronic files or proprietary* models or templates) prepared in connection with this Agreement. Client acknowledges that it will develop and maintain its own TIF related files to avoid the impracticality and expense of duplicating and forwarding copies of the Consultant’s files at the termination or the conclusion of the Scope of Services.
- E. Other Matters.** If any provision or portion of a provision of this Agreement is determined to be invalid or unenforceable, it shall be deemed omitted and the remaining provisions of this Agreement shall remain in full force and effect.
- F. Force Majeure.** The Consultant shall not be liable for not performing any portion of its Scope of Services as a result of Acts of Nature (including fire, flood, earthquake, storm, hurricane, tornado, or other natural disaster), Village staffing difficulties, pending changes in applicable TIF or related law or processes, war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, pandemics, rebellions, revolutions, insurrections, military or usurped power or confiscation, terrorist activities, nationalization, riots, government sanctions, embargos, labor disputes, strikes, lockouts or interruption or failure of electricity, telephone, or Internet service.

Schedule A

Scope

The Village of Morton Grove has requested that JRG provide consulting and/or municipal advisory services generally including assist with the implementation, management, and compliance of tax increment financing (“TIF”) districts, financial analysis and strategic support in assessing financial incentive requests, and establishing structure and terms of redevelopment agreements. Services may include but are not limited to review of existing data, documents and redevelopment assumptions, projection of incremental sales and property taxes, financial gap analysis, and negotiations of structure, timing and terms of redevelopment agreements.

The Scope of Services and Fee Estimate under this Schedule include:

A. Dempster Street TIF Designation

JRG will assist the Village with the administration and coordination of all necessary actions associated with the TIF designation process, conduct the necessary data collection and analysis to determine the presence of TIF eligibility, and prepare the requisite documents for review and consideration by the public, taxing districts and the Village Board for TIF adoption. The major tasks and estimated hours/costs are as follows:

- Administration and Scheduling - Initial meeting with JRG and staff, confirm schedule and proposed project area
- Research and Analysis – PIN lists, fieldwork, data gathering, synthesis and analysis
- Draft Reports – preparation of Eligibility and Redevelopment Plan including appropriate maps, charts, tables and attachments.
 - Legal description to be secured by JRG and included in Fee Estimate
 - Assumes Housing Impact Study is NOT required (with Village to certify no displacement will occur)
- Finalize Reports – subject to review and editing with Village staff
- Public Participation Process - assist Village with required mailings and notifications
 - JRG will provide required mailing lists
 - Village will prepare mailings and drop mail at US Post Office
- Public Meetings – attend and facilitate, as needed, public meeting, joint review board meeting, public hearing and Village Board

Time Frame and Fee Estimate

The Consultant will work with the Client to meet the deliverable timelines for each task as expeditiously as possible. Anticipated time frames for each of the major tasks are estimated below.

Consulting Tasks	Time Frame	Fee Estimate
Eligibility Research and Analysis	4 weeks	\$ 15,740
Draft Eligibility Report & Redevelopment Plan	6 weeks	21,870
Public participation & Adoption	5 to 6 months	7,190
Expense estimate (mileage and parking)		1,400
Totals	7 to 9 months	\$46,200

Schedule B

Disclosure Statement of Municipal Advisor

MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to its client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel.

Accordingly, Johnson Research Group, Inc. (JRG) sets out below required disclosures and related information in connection with such disclosures.

PART A – Disclosures of Conflicts of Interest

General Mitigations. As general mitigations of Municipal Advisor's conflicts, with respect to all of the conflicts disclosed below, Municipal Advisor mitigates such conflicts through its adherence to its fiduciary duty to Client, which includes a duty of loyalty to Client in performing all municipal advisory activities for Client. This duty of loyalty obligates Municipal Advisor to deal honestly and with the utmost good faith with Client and to act in Client's best interests without regard to Municipal Advisor's financial or other interests. In addition, because Municipal Advisor has been in business for more than 20 years and the success and profitability of Municipal Advisor is dependent not on maximizing short-term revenue generated from individualized recommendations to its clients but is dependent instead on long-term profitability built on a foundation of integrity, quality of service and strict adherence to its fiduciary duty. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

Compensation-Based Conflicts. Please see Section 3 of the Agreement, "Compensation and Expenses" for information regarding JRG's fees for services provided hereunder.

The fees due under this Agreement are based on hourly fees of Municipal Advisor's personnel, with the aggregate amount equaling the number of hours worked by such personnel times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if Client and Municipal Advisor do not agree on a reasonable maximum amount at the outset of the engagement, because Municipal Advisor does not have a financial incentive to recommend alternatives that would result in fewer hours worked. This conflict of interest is mitigated by the general mitigations described above.

* * * * *

PART B – Disclosures of Information Regarding Legal Events and Disciplinary History

Material Legal or Disciplinary Event. We do not believe that there are any legal or disciplinary events that are material to the Client's evaluation of JRG or the integrity of JRG's management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-I filed with the SEC involving our firm's municipal advisory business. JRG has not been involved in any regulatory or civil actions.

How to Access Form MA and Form MA-I Filings. JRG's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at <https://www.sec.gov/cgi-bin/browse->

EXHIBIT A

[edgar?company=Johnson+Research+Group&match=&filenum=&State=&Country=&SIC=&myowner=excl ude&action=getcompany](https://www.sec.gov/edgar?company=Johnson+Research+Group&match=&filenum=&State=&Country=&SIC=&myowner=excl ude&action=getcompany)

Most Recent Change in Legal or Disciplinary Event Disclosure. JRG's most recent legal change was made on March 31, 2022 to update the firm's change of address. JRG has no disciplinary event disclosures with respect to its municipal advisory business on Form MA or any Form MA-I filed with the SEC.

* * * * *

PART C – Future Supplemental Disclosures

As required by MSRB Rule G-42, this Disclosure Statement may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of Municipal Advisor. Municipal Advisor will provide Client with any such supplement or amendment as it becomes available throughout the term of the Agreement.



350 North Clark Street
Second Floor
Chicago, Illinois 60654
312-528-5200
www.elrodfriedman.com

Steven M. Elrod
312.528.5191
steven.elrod@elrodfriedman.com

June 11, 2025

Mr. Chuck Meyer
Village Administrator
Village of Morton Grove
6101 Capulina Avenue
Morton Grove, IL 60053
cmeyer@mortongroveil.org

Re: Elrod Friedman LLP Engagement as TIF Counsel

Dear Chuck:

Thank you for engaging Elrod Friedman LLP to provide consultation and legal services to the Village of Morton Grove, Illinois concerning existing and future tax increment financing matters, redevelopment project areas, and related issues. Partners Steven Elrod and Greg Smith will be the attorneys primarily assigned to this matter. Appendix A contains a list of all attorneys currently in our Firm, all of whom will be available to provide assistance to the Village if needed.

The purpose of this letter is to confirm the details of our potential engagement as special litigation counsel for the Village, and to provide you certain information concerning our fees, billing and collection policies, and other terms that will govern our relationship. Attached to this letter are our firm's standard terms of engagement. Please review these terms of engagement and let me know if you have any questions concerning our policies.

The billing rates listed on the attached chart reflect the discount that we provide to local government clients for whom we are retained on a "special counsel" (as opposed to general government) basis. Our rates are adjusted annually on January 1 of each year. This billing rate category is the same as that which we used for the Village for our engagement on FOIA litigation, which began in November, 2023.

If the terms described above and in the attached terms of engagement are satisfactory, please so indicate by signing and returning a pdf of this letter to me by email. The engagement with Elrod Friedman LLP will be effective upon our receipt of the counter-signed engagement letter.

Sincerely,

Steve Elrod

Steven M. Elrod

cc: Teresa Liston, Esq.

Approved this _____ day of _____, 2025.

VILLAGE OF MORTON GROVE

By: _____

Its: _____

ELROD FRIEDMAN LLP
TERMS OF ENGAGEMENT

We appreciate your decision to retain Elrod Friedman LLP as your legal counsel.

Our engagement and the services that we will provide to you are limited to the matter identified in the accompanying letter. Any changes in the scope of our representation as described in the letter must be approved in writing. We will provide services of a strictly legal nature related to the matters described in that letter. You will provide us with the factual information and materials we require to perform the services identified in the letter, and you will make such business or technical decisions and determinations as are appropriate. You will not rely on us for business, investment, or accounting decisions, or expect us to investigate the character or credit of persons or entities with whom you may be dealing, unless otherwise specified in the letter.

We cannot guarantee the outcome of any matter. Any expression of our professional judgment regarding your matter or the potential outcome is, of course, limited by our knowledge of the facts and based on the law at the time of expression. It is also subject to any unknown or uncertain factors or conditions beyond our control.

Confidentiality and Related Matters

As a matter of professional responsibility, we are required to hold confidential all information relating to the representation of our clients, subject to certain exceptions that we will discuss with you. This professional obligation and the legal privilege for attorney-client communications exist to encourage candid and complete communication between a client and his lawyer. We can perform truly beneficial services for a client only if we are aware of all information that might be relevant to our representation. Consequently, we trust that our attorney-client relationship with you will be based on mutual confidence and unrestrained communication that will facilitate our proper representation of you.

Additionally, you should be aware that, in instances in which we represent a corporation or other entity, our client relationship is with the entity and not with its individual executives, shareholders, directors, members, managers, partners, or persons in similar positions, or with its parent, subsidiaries, or other affiliates. In those cases, our professional responsibilities are owed only to that entity, alone, and no conflict of interest will be asserted by you because we represent persons with respect to interests that are adverse to individual persons or business organizations who have a relationship with you.

The firm attempts to achieve efficiencies and savings for its clients by managing the firm's administrative operations (e.g., file storage, document duplication, word processing, accounting/billing) in the most efficient manner possible, including outsourcing certain functions to third parties. Outsourcing in this manner may require the firm to allow access by third parties to your confidential information, and in some cases, these third parties may be located outside the United States. The firm will follow applicable legal ethics rules with regard to such outsourcing and protection of confidential information.

Of course, as a governmental entity, the Village is subject to various "sunshine" laws, such as the Freedom of Information Act and the Open Meetings Act, which require certain information and activities to be accessible to the public. To the extent that we obtain any information from the Village or its officers, officials, and employees that is not subject to disclosure under applicable laws or that is not otherwise obtained in a public forum, we will treat such matters as confidential. On the other hand, if we obtain information in the course of our representation of the Village and

such information would be obtainable under applicable law by members of the public, such information would not be confidential and could be disclosed to others. We will, of course, adhere to these same information disclosure principles with our other governmental and private sector clients.

Legal Fees

Our fees for services will be determined as described in the following paragraphs.

We will perform our services to the Village on a straight hourly basis. The calendar year 2023 hourly rate of certain of our attorneys who are expected to render services to the Village are included as Attachment A to these Terms of Engagement. These rates represent a substantial discount from our standard hourly rates and are reserved only to our governmental clients for whom we serve as general counsel. The billing rates will be evaluated for adjustment by our firm annually. You will be notified of any hourly rate and retainer adjustment in January of each calendar year. Billing rate adjustments will be effective on January 1 of each calendar year.

Disbursements

In addition to legal fees, our statements will include out-of-pocket expenses that we have advanced on your behalf. Advanced expenses generally will include, but are not limited to, such items as travel, postage, filing, recording, outsourced photocopying, certification, and registration fees charged by governmental bodies.

During the course of our representation, it may be appropriate to hire third parties to provide services on your behalf. These services may include such things as consulting or testifying experts, investigators, providers of computerized litigation support, and court reporters. Because of the legal "work product" protection afforded to services that an attorney requests from third parties, in certain situations our firm may assume responsibility for retaining the appropriate service providers. Even if we do so, however, you will be responsible for paying all fees and expenses directly to the service providers or reimbursing us for these expenses.

Billing

We bill periodically throughout the engagement for a particular matter, and our periodic statements are due when rendered. If our fees are based primarily on the amount of our time devoted to the matter, our statements will be rendered monthly. In instances in which we represent more than one person with respect to a matter, each person that we represent is jointly and severally liable for our fees and expenses with respect to the representation. Our statements contain a concise summary of each matter for which legal services are rendered and a fee is charged.

It is the firm's policy that if an invoice remains unpaid for more than 120 days, absent extraordinary circumstances and subject to legal ethics constraints, we have the right to withdraw from this engagement, and you hereby authorize us to withdraw from all representation of you. Any unapplied deposits will be applied to outstanding balances.

Payment of our fees and costs is not contingent on the ultimate outcome of our representation, unless we have expressly agreed in writing to a contingent fee.

Questions About Our Bills

We invite you to discuss freely with us any questions that you have concerning a fee charged for any matter. We want our clients to be satisfied with both the quality of our services and the reasonableness of the fees that we charge for those services. We will attempt to provide as much billing information as you require and in such customary form that you desire, and are willing to discuss with you any of the various billing formats we have available that best suits your needs.

Relationships with Other Clients

During our engagement, we may be asked to represent a client with respect to interests that are adverse to yours. The ethics that govern us permit us to accept such multiple representations, assuming certain conditions are met, as set forth below.

During the term of this engagement, we will not accept representation of another client to pursue interests that are directly adverse to your interests unless and until we make full disclosure to you of all the relevant facts, circumstances, and implications of our undertaking the two representations, and confirm to you in good faith that we have done so and that the following criteria are met: (i) there is no substantial relationship between any matter in which we are representing or have represented you and the matter for the other client; (ii) any confidential information that we have received from you will not be available to the lawyers and other Elrod Friedman LLP personnel involved in the representation of the other client; (iii) our effective representation of you and the discharge of our professional responsibilities to you will not be prejudiced by our representation of the other client; and (iv) the other client has also consented in writing based on our full disclosure of the relevant facts, circumstances, and implications of our undertaking the two representations. If the foregoing conditions are satisfied, we may undertake the adverse representation and all conflict issues will be deemed to have been resolved or waived by you.

By making this agreement, we are establishing the criteria that will govern the exercise of your right under applicable ethical rules to object to our representation of another client whose interests are adverse to yours. If you contest in good faith the facts underlying our confirmation to you that the specified criteria have been met, then we will have the burden of reasonably supporting those facts.

Termination

Upon completion of the matter to which this representation applies, or upon earlier termination of our relationship, the attorney-client relationship will end unless you and we have expressly agreed to a continuation with respect to other matters. We hope, of course, that such a continuation will be the case. The representation is terminable at will by either of us. The termination of the representation will not terminate your obligation to pay fees and expenses incurred prior to the termination and for any services rendered or disbursements required to implement the transition to new counsel.

* * * * *

Your agreement to this engagement constitutes your acceptance of the foregoing terms and conditions. If any of them are unacceptable to you, please advise us now so that we can resolve any differences and proceed with a clear, complete, and consistent understanding of our relationship.

ATTACHMENT A
ELROD FRIEDMAN LLP
Hourly Billing Rates Effective through December 31, 2025*
Attorneys Available to Serve
VILLAGE OF MORTON GROVE

Name	Title	2025 Standard Rates	2025 Discounted Rates For Special Counsel Government Clients
Steven M. Elrod	Partner	\$835	\$445
Peter M. Friedman	Partner	\$835	\$445
Hart M. Passman	Partner	\$795	\$425
Benjamin L. Schuster	Partner	\$790	\$410
Gregory T. Smith	Partner	\$790	\$410
Stewart J. Weiss	Partner	\$640	\$360
Kelley A. Gandurski	Partner	\$640	\$360
Brooke D. Lenneman	Partner	\$640	\$360
Caitlyn R. Culbertson	Associate	\$595	\$335
Marcus E. Martinez	Associate	\$590	\$335
Courtney P. Trefil	Associate	\$550	\$310
Monica V. Pechous	Associate	\$550	\$305
Hannah R. Saed	Associate	\$395	\$265
Kelsea N. Nolot	Associate	\$395	\$265
Jamie T. Porter	Associate	\$385	\$260
Stephen A. Viz	Of Counsel	\$835	\$465
Teri L. Krcmarik	Paralegal	\$380	\$255
Kevin J. McDermott	Paralegal	\$320	\$225

* Rates subject to change effective January 1st of each year.

Legislative Summary

Resolution 25-58

**A RESOLUTION AUTHORIZING A FEASIBILITY STUDY
CONCERNING THE REDEVELOPMENT OF CERTAIN PROPERTY LOCATED
WITHIN THE VILLAGE OF MORTON GROVE, ILLINOIS**

Introduced:	August 12, 2025
Purpose:	To authorize a feasibility study for the Dempster Street Redevelopment Project Area in compliance with the TIF Act.
Background:	<p>The area along Dempster Street from Central Avenue to the Forest Preserves suffers from blighting factors including obsolescence, deterioration, structures below minimum code standards, inadequate utilities, lack of community planning, and stagnating or declining property values. The area has not experienced significant growth and development through private investment, and it is not reasonably anticipated to continue to produce property taxes comparable to other redeveloped areas. The economic and physical development of the Village may be harmed if the area’s blighting factors continue. The Village is therefore considering designating the area as a “Redevelopment Project Area” or “TIF District” as contemplated by 65 ILCS 5/11-74.4-1 et seq. (the “TIF Act”). Pursuant to the Act, it is necessary to conduct a feasibility study to determine whether the properties in the area would qualify under the Act. This Resolution will authorize Village Staff, Johnson Research Group, and Elrod Friedman LLP to prepare a feasibility study of the Proposed Redevelopment Project Area.</p> <p>To further comply with the TIF Act, the Village shall immediately transmit a copy of this Resolution to all taxing districts that would be affected by designation of the proposed Redevelopment Project Area. The Village’s Assistant Village Administrator may be contacted for additional information about the Proposed Redevelopment Project Area. The Assistant Village Administrator shall also receive all comments and suggestions regarding the Proposed Redevelopment Project Area to be studied.</p>
Programs, Departs or Groups Affected	Administration, Legal, Finance, and Community and Economic Development
Fiscal Impact:	None at this time
Source of Funds:	TIF, General Fund
Workload Impact:	The Village Administrator, Assistant Village Administrator, Corporation Counsel, Finance Director, and Community Development Administrator will take all steps necessary to implement this Resolution as part of their normal workload
Administrator Recommendation:	Approval as presented.
Second Reading:	None required.
Special Consider or Requirements:	None

Submitted by: Charles L. Meyer, Village Administrator
Reviewed by: Zoe Heidorn, Assistant Village Administrator
Reviewed by: Teresa Hoffman Liston, Corporation Counsel
Reviewed by: Hanna Sullivan, Finance Director

RESOLUTION 25-58

**A RESOLUTION AUTHORIZING A FEASIBILITY STUDY
CONCERNING THE REDEVELOPMENT OF CERTAIN PROPERTY LOCATED
WITHIN THE VILLAGE OF MORTON GROVE, ILLINOIS**

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

WHEREAS, the Village President and Board of Trustees (the “Corporate Authorities”) find and hereby declare that it is in the best interests of the Village that certain property generally described in “**Exhibit A**” attached hereto (the “Proposed Redevelopment Project Area”) be revitalized and redeveloped; and

WHEREAS, the Proposed Redevelopment Project Area has not been subject to maximum growth and development through investment by private enterprise and it is not reasonably anticipated to continue to produce property taxes of the same level as it previously had without certain public assistance by the Village; and

WHEREAS, the Corporate Authorities desire to promote and protect the public health, welfare, and safety of the Proposed Redevelopment Project Area by encouraging redevelopment therein; and

WHEREAS, the Corporate Authorities are considering designating the Proposed Redevelopment Project Area as a “Redevelopment Project Area” or “TIF District” as contemplated by 65 ILCS 5/11-74.4-1 et seq. (the “TIF Act”); and

WHEREAS, the Corporate Authorities agree that it is necessary to conduct a feasibility study as contemplated by the TIF Act (the “Feasibility Study”) regarding the Proposed Redevelopment Project Area; and

WHEREAS, Village Staff has evaluated and considered the skill and experience of consultants providing professional services related to the eligibility of establishing a TIF District and their knowledge, experience, and familiarity with the general vicinity surrounding the study area, and has recommended that Johnson Research Group, Inc., with the legal support of Elrod Friedman LLP, should be directed to commence a Feasibility Study of the Proposed Redevelopment Project Area.

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 foregoing recitals shall be and are hereby incorporated in this Section One as if said recitals were fully set forth herein.

SECTION 2: The Corporate Authorities will consider the use of various programs including, but not limited to, Tax Increment Allocation Financing pursuant to the TIF Act concerning the Proposed Redevelopment Project Area and may take such actions as they deem appropriate and necessary to induce quality development of the Proposed Redevelopment Project Area and, within their sole discretion, adopt such program(s) deemed necessary and desirable to implement the same.

SECTION 3: Village Staff and Johnson Research Group, Inc., with legal support provided by Elrod Friedman LLP, are hereby authorized and directed to commence a Feasibility Study of the Proposed Redevelopment Project Area to determine the eligibility of the Area as a Redevelopment Project Area pursuant to the provisions of the TIF Act.

SECTION 4: The Village shall immediately transmit a copy of this Resolution to all taxing districts that would be affected by the designation of the Proposed Redevelopment Project Area as a Redevelopment Project Area or TIF District.

SECTION 5: The Village's Assistant Village Administrator may be contacted for additional information about the Proposed Redevelopment Project Area. The Assistant Village Administrator shall also receive all comments and suggestions regarding the Proposed Redevelopment Project Area to be studied.

SECTION 6: The Village hereby agrees to reimburse itself for the costs incurred in connection with the Feasibility Study in the event the TIF District is designated, and incremental real estate taxes are available for payment of such costs pursuant to the TIF Act.

SECTION 7: If any section, paragraph, clause, or provision of this Resolution shall be invalid, said invalidity shall not affect any other provision of this Resolution.

SECTION 8: This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

Passed this 12th day of August 2025.

Trustee Khan _____

Trustee Minx _____

Trustee Shiba _____

Trustee Thill _____

Trustee Travis _____

Trustee White _____

Approved by me this 12th day of August 2025.

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

Attested and Filed in my office
This 13th day of August 2025.

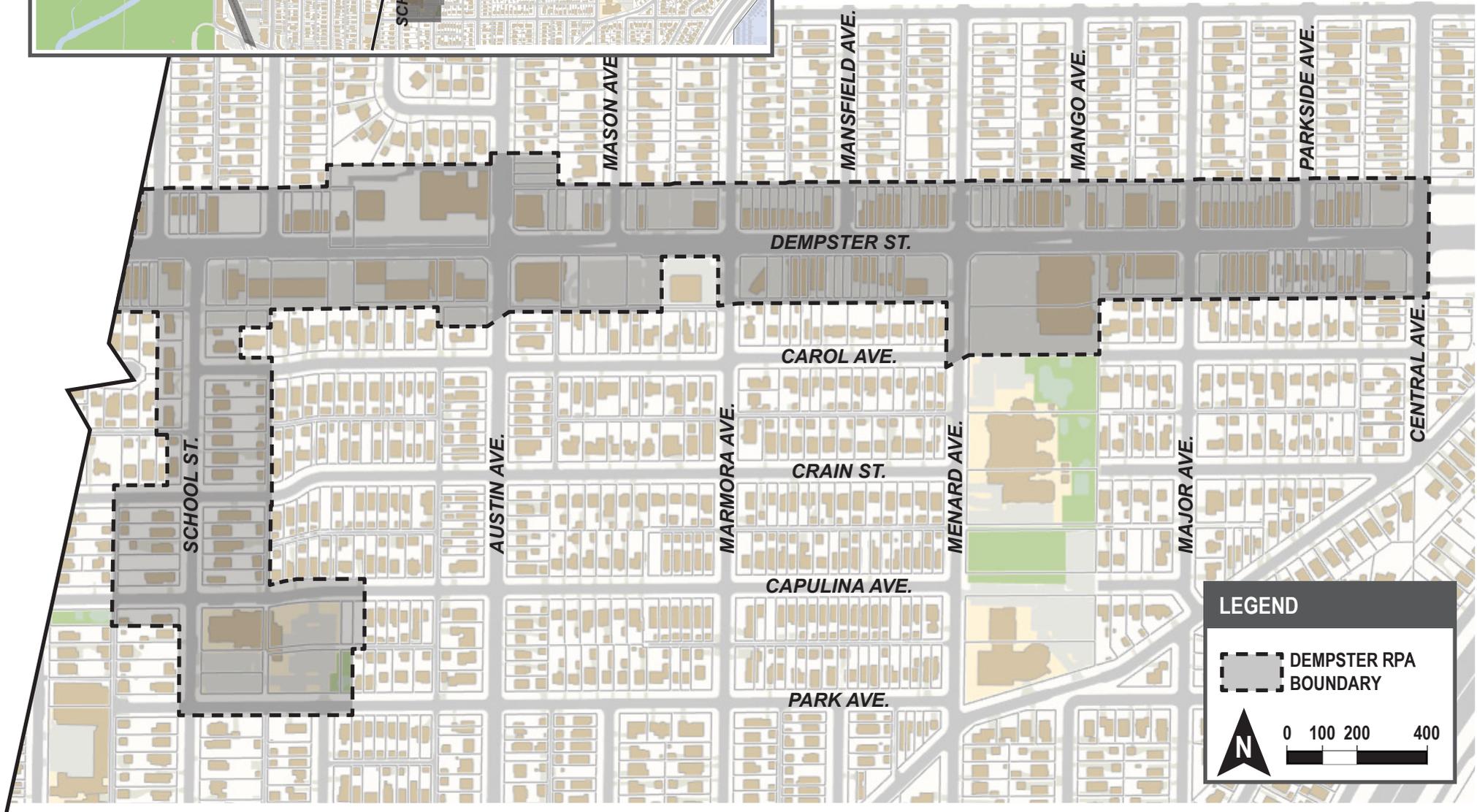
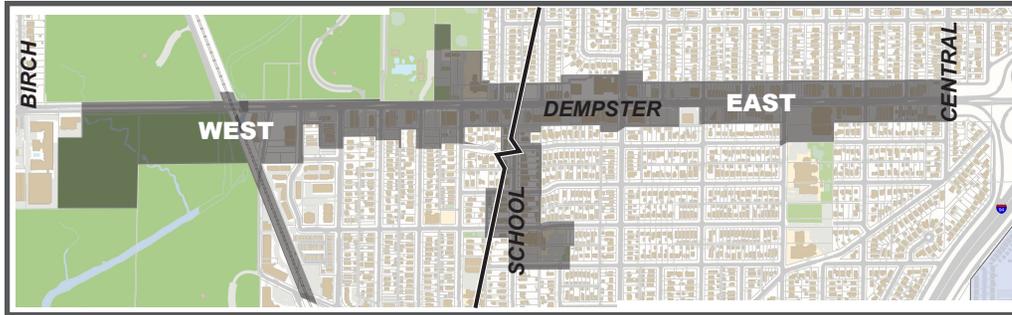
Eileen Scanlon Harford, Village Clerk
Village of Morton Grove
Cook County, Illinois

EXHIBIT A

**MAP OF PROPOSED DEMPSTER STREET
REDEVELOPMENT PROJECT AREA**

EXHIBIT A

PROPOSED DEMPSTER STREET REDEVELOPMENT PROJECT AREA EAST SECTION



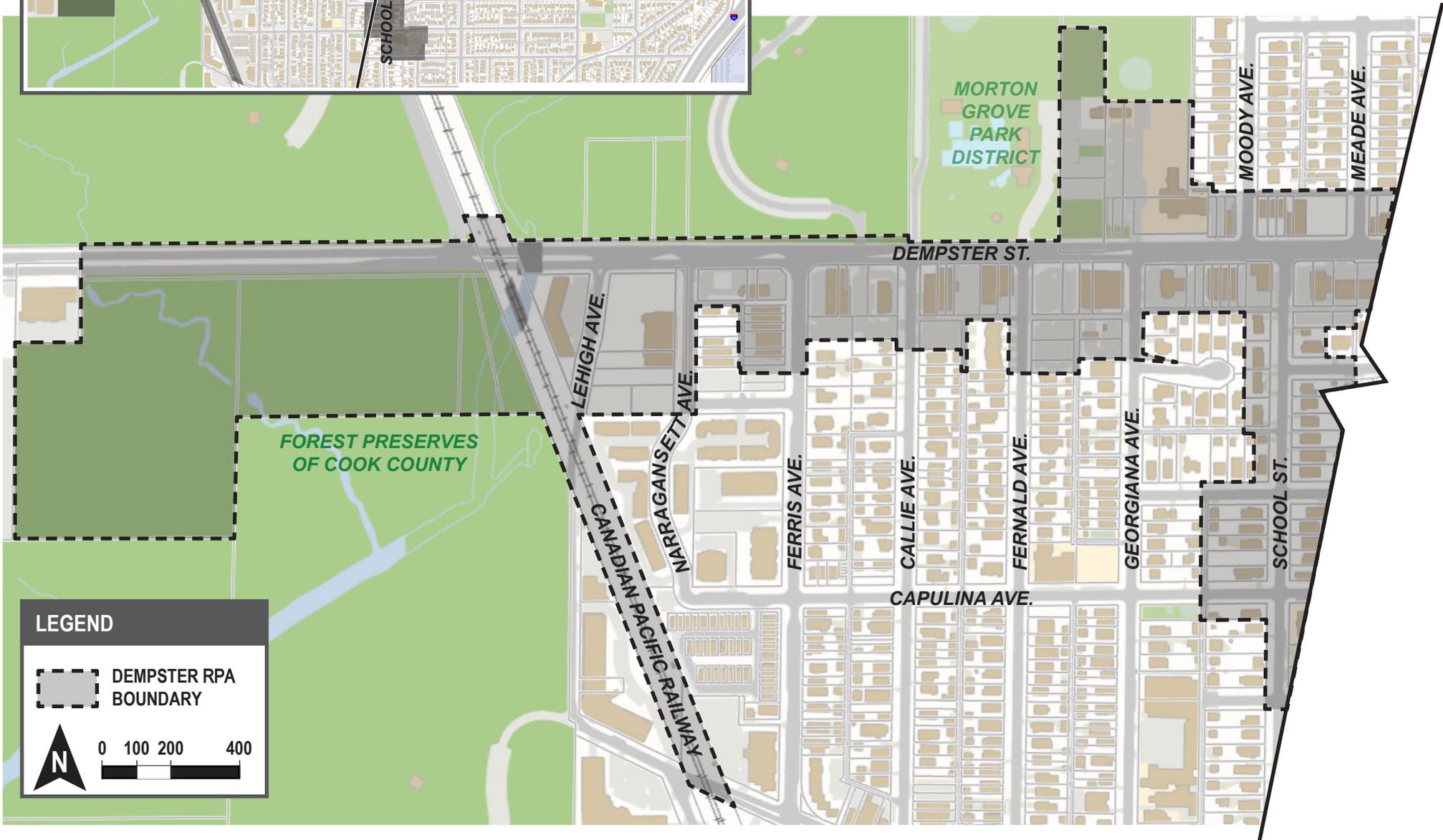
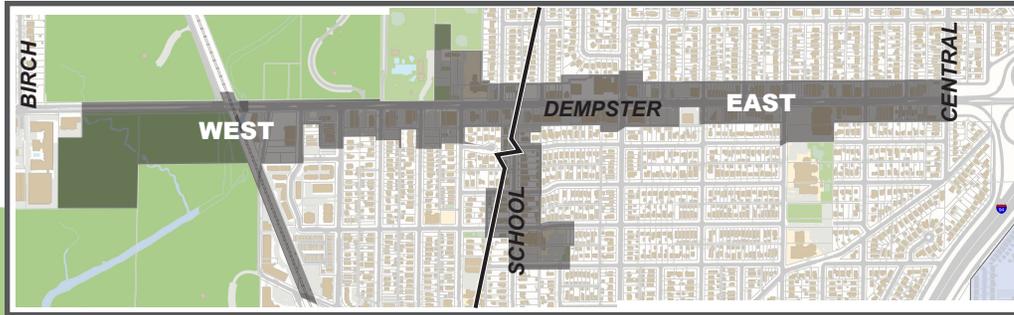
LEGEND

-  DEMPSTER RPA BOUNDARY

 0 100 200 400

EXHIBIT A

PROPOSED DEMPSTER STREET REDEVELOPMENT PROJECT AREA WEST SECTION



LEGEND

- DEMPSTER RPA BOUNDARY

0 100 200 400

Legislative Summary

Resolution 25-59

APPROVING A TELECOMMUNICATIONS USE AGREEMENT FOR THE USE OF THE RIGHT-OF-WAY WITHIN THE VILLAGE OF MORTON GROVE WITH DELTA COMMUNICATIONS, LLC, D/B/A CLEARWAVE FIBER

Introduction:	August 12, 2025
Purpose:	To enter into an agreement between the Village and Clearwave Fiber to ensure that applicable laws and standards are followed for use of the Morton Grove public right-of-way.
Background:	The Village has the responsibility to control, manage, and oversee the use of public rights-of-way within the Village to promote health, safety, and welfare of the public. As telecommunication companies experience growing demand to serve customers located within the Village, the companies must use the public rights-of-way. Through the approval of this Resolution, the Village will enter into an Agreement with Clearwave Fiber to ensure that construction requirements set forth in the Village's regulatory rights and responsibilities of the Morton Grove Municipal Code and the telecommunications provider agrees to apply for and abide by all appropriate permits to install telecommunications facilities within public rights-of-way.
Departs Affected	Public Works and Administration
Fiscal Impact:	Expenses incurred by the Village for reviewing plans and permitting will be recouped from the applicant.
Source of Funds:	Funds will be provided through fees supplied by the applicant.
Workload Impact:	Staff will be required to review any plans and permits in line with their normal duties for a project in the public right of way.
Administrator Recommendation	Approval as presented
Second Reading:	Not Required
Special Requirements:	None

Submitted by: Chuck Meyer, Village Administrator
Reviewed by: Teresa Hoffman Liston, Corporation Counsel
Prepared by: Chuck Meyer, Village Administrator
Reviewed by: Chris Tomich, Village Engineer

RESOLUTION 25-59

APPROVING A TELECOMMUNICATIONS USE AGREEMENT FOR THE USE OF THE RIGHT-OF-WAY WITHIN THE VILLAGE OF MORTON GROVE WITH DELTA COMMUNICATIONS, LLC D/B/A CLEARWAVE FIBER

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, telecommunications companies are experiencing growing demand to serve customers located within the Village of Morton Grove, and in order to do so, must access the public rights-of-way of the Village for the construction of their networks; and

WHEREAS, the use of franchise agreements is limited by state and federal law to specific purposes to specific types of telecommunications providers, and other methods of allowing access to public rights-of-way and utility easements by telecommunications providers are available to the Village for providing such access; and

WHEREAS, the Village intends to promote the expansion of telecommunications services in a manner consistent with the Illinois Small Wireless Facilities Deployment Act, the Illinois Cable and Video Competition Act, the Illinois Telephone Company Act, the Telecommunications Act of 1996, the Middle Class Tax Relief and Job Creation Act of 2012, the Simplified Municipal Telecommunications Act, 35 ILCS 636/5-1 et seq. and Federal Communications Commission regulations; and

WHEREAS, the Village has the responsibility to control, manage, and oversee the use of public rights-of-way within the Village to promote the health, safety, and welfare of the public; and,

WHEREAS, regulation of the Village's rights-of-way can be accomplished by permitting based on site location as such is managed and controlled by Village staff, but only in accordance with the terms and conditions of a Telecommunications Use Agreement by and between the Village and a telecommunications provider; and

WHEREAS, a telecommunications provider shall be subject to the construction requirements set forth in the Village's regulatory rights and responsibilities of the Morton Grove Municipal Code and the telecommunications provider agrees to apply for and abide by all appropriate permits to install Telecommunications Facilities within public rights-of-way; and

WHEREAS, a Company, Neutral Host Providers, a wireless services provider, or telecommunications services provider is requesting to install, attach, operate, maintain, repair, replace, reattach, reinstall, relocate, and remove its telecommunications facilities, fiber optic cable, cellular networks, or outdoor Distributed Antenna System (DAS) in the Village's rights-of-way in order to expand, enhance, improve, or augment its services in order to improve coverage and meet the demand of

its users and abide by all appropriate permits to install the aforementioned facilities, cable, networks or DAS within public rights-of-way; and

WHEREAS, Section 253 of the Federal Telecommunications Act of 1934, as amended, including 47 U.S.C. §253, Illinois 220 ILCS 5/21-1001, and Illinois 50 ILCS 835/5-15, provide that the Village has the authority, subject to certain limitations, to control access and use of the rights-of-way within Village limits; and

WHEREAS, the President and Board of Trustees find, after consideration and review of the rights-of-way agreement, the public interest will be served by the Village entering into this agreement, which will provide for the continuation and improvement of telecommunications within the Village, and preserve the Village’s public rights-of-way.

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

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

SECTION 2: The Village President is hereby authorized to execute the rights-of-way agreement between the Village of Morton Grove and Delta Communications, LLC, d/b/a Clearwave Fiber as described in “Exhibit A”.

SECTION 3: The Village Administrator or his designee is hereby authorized and directed to take all actions necessary or permitted under this Lease Agreement to give full force and effect to this resolution.

SECTION 4: This resolution shall be in full force and effect from and after its passage and approval as required by law.

Passed this 12th day of August 2025

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

Approved by me this 12th day of August 2025

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

Attested and Filed in my office this
13th day of August 2025

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

EXHIBIT A

**TELECOMMUNICATIONS USE AGREEMENT
FOR USE OF THE RIGHT-OF-WAY
WITHIN THE VILLAGE OF MORTON GROVE, ILLINOIS**

THIS USE AGREEMENT is made this _____ day of _____, 2025, by and between the Village of Morton Grove, Illinois, a municipal corporation (“Village”) and Delta Communications, LLC D/B/A Clearwave Fiber, an Illinois Limited Liability Company (“Company”).

WHEREAS, telecommunications companies are experiencing growing demand to serve customers located within the Village of Morton Grove, and in order to do so, must access the public right-of-ways of the Village for the construction of their networks; and,

WHEREAS, the use of franchise agreements is limited by state and federal law to specific purposes to specific types of telecommunications providers, and other methods of allowing access to public right-of-ways and utility easements by telecommunications providers are available to the Village for providing such access; and,

WHEREAS, the Village intends to promote the expansion of telecommunications services in a manner consistent with the Illinois Small Wireless Facilities Deployment Act, the Illinois Cable and Video Competition Act, the Illinois Telephone Company Act, the Telecommunications Act of 1996, the Middle Class Tax Relief and Job Creation Act of 2012, the Simplified Municipal Telecommunications Act, 35 ILCS 636/5-1 *et seq.* and Federal Communications Commission regulations; and

WHEREAS, the Village has the responsibility to control, manage, and oversee the use of public right-of-ways within the Village to promote the health, safety, and welfare of the public; and,

WHEREAS, regulation of the Village’s right-of-ways can be accomplished by permitting based on site location as such is managed and controlled by Village staff, but only in accordance with the terms and conditions of a Telecommunications Use Agreement by and between the Village and a telecommunications provider; and

WHEREAS, a telecommunications provider shall be subject to the construction requirements set forth in the Village’s regulatory rights and responsibilities of the Morton Grove Municipal Code and the telecommunications provider agrees to apply for and abide by all appropriate permits to install Telecommunications Facilities within public rights-of-way.

WHEREAS, a Company, Neutral Host Providers, a wireless services provider, or telecommunications services provider is requesting to install, attach, operate, maintain, repair, replace, reattach, reinstall, relocate, and remove its telecommunications

facilities, fiber optic cable, cellular networks, or outdoor Distributed Antenna System (DAS) in the Village's right-of-ways in order to expand, enhance, improve, or augment its services in order to improve coverage and meet the demand of its users and abide by all appropriate permits to install the aforementioned facilities, cable, networks or DAS within public rights-of-way; and,

WHEREAS, Section 253 of the Federal Telecommunications Act of 1934, as amended, including 47 U.S.C. §253, Illinois 220 ILCS 5/21-1001, and Illinois 50 ILCS 835/5-15, provide that the Village has the authority, subject to certain limitations, to control access and use of the right-of-ways within Village limits.

NOW, THEREFORE, in consideration of the promises of each of the parties to the other and the covenants contained herein, it is agreed as follows:

1. Recitals. The recitals are a material part of this Agreement and are incorporated herein by reference.
2. Definitions. Except where the context requires otherwise, the capitalized terms used in this Agreement shall have the following meanings:

“Agreement or Use Agreement” means this Telecommunications Use Agreement.

“Application” means an application for permit for the installation of Telecommunications Facilities at a Specific Location or locations within the Village.

“Available Space” means any usable space within the right-of-ways of the Village that is not occupied, has been reserved by the Village for future use, or is otherwise occupied by Village facilities, or to franchise holders, or other Licensees at a time that an Application is submitted for the use of a Specific Location or locations by a Company that has been granted a right to install its system within the right-of-ways.

“CFR” means Code of Federal Regulations.

“Director of Public Works” means the Director of Public Works of the Village of Morton Grove, or his or her designee.

“Entity” means any natural individual, firm, joint stock company, trust, estate, partnership, joint venture, corporation, limited liability company, units of local government, a receiver, trustee, guardian, or other representative appointed by court order, or any other legally recognized organization, whether for-profit or

EXHIBIT A

not-for-profit. The Village shall not be considered a “Person” or “Entity” under this Agreement.

“FCC” means the Federal Communications Commission.

“Force Majeure” means an incident or event, or causes that are beyond the reasonable control of a party to this Agreement, including, without limitation, strike, riot, war, earthquake, fire, flood, unusually severe rain or snow storm, wind storm, tornado or other catastrophic act of nature, labor disputes, or sabotage which interferes with the ability of a Company or the Village to fulfill the terms or conditions of this Agreement.

“Law(s)” means any applicable statute, administrative or judicial act, decision, certificate, charter, code, constitution, law, opinion, court order, ordinance, policy, procedure, rate, regulation, rule, schedule, specification, tariff, or other requirement of the Village or any other unit of government or agency of a unit of government having joint or separate jurisdiction over the Company, now or hereafter in effect, during the term of this Agreement.

“Letter of Credit” means an irrevocable standby letter of credit issued by a bank or other financial institution acceptable to the Village of Morton Grove and having a credit worthiness rating of at least “A” by Standard and Poor’s or “A2” by Moody Investment Services.

“Municipal Code” means the Municipal Code of the Village of Morton Grove.

“Neutral Host Provider” means an independent third-party host which owns and assumes financial, regulatory, legal, and technical responsibility for deploying, installing, and maintaining Telecommunications Facilities for a fee to Entities providing telecommunications services directly to the public.

“Permit” or “Site Specific Permit” means a non-exclusive permit granted by the Village allowing the installation of Telecommunications Facilities at a Specific Location.

“Pole” means (a) any utility pole, used mainly to support overhead distribution wires and cables; or (b) any streetlight pole, but excluding light poles, towers, or water towers wholly owned by the Village, and also excluding towers, as defined by the Village Zoning Ordinance.

“SMTT” means the Simplified Municipal Telecommunications Tax Act of the State of Illinois, as now or hereafter amended, found in 35 ILCS 636/5 *et seq.*

“Specific Location” means a location in a Village right-of-way which qualifies, under this Agreement, for the placement of, or which contains, Site Specific Permitted Telecommunications Facilities.

“SWFDA” means the Illinois Small Wireless Facilities Deployment Act, as may be now or hereafter amended, as found in 50 ILCS 835 *et seq.*

“Telecommunications Facility or Facilities” means without limitation, aerial, surface, or underground wires, amplifiers, antennas, boxes, cabinets, cables (including fiber optic, coaxial, copper, power, and hybrid fiber/coaxial cables), circuits, conduits, conductors, converters, copper wires, outdoor DAS systems as defined herein, decoders, demodulators, drop wires, ducts, electronics, encoders, equipment, generators, hubs, interducts, lasers, manholes, microwaves, modulators, multiplexers, networks, nodes, optical fibers, optical repeaters, patch panels, processors, receivers, splice and junction boxes, switches, tap-offs, terminals, traps, vaults, wired and wireless transmitters and receivers, or other similar equipment owned, leased, or controlled by the Company, including Neutral Host Providers, that is used for, or is useful in, the provision of communications services including small wireless facilities as defined under 50 ILCS 835/10, personal wireless services as that term is defined in 47 U.S.C. §322(c), now and hereafter in effect, including commercial vehicle services as defined in 47 U.S.C. §332(d), now or hereafter in effect or existence, either as of the effective date or at any time during the term of this Agreement.

“Telecommunications Service” means any multi-channel video service, information service, or other service involving the transport or transmission of information electronically by wire, fiber optic, coaxial, copper, or hybrid fiber/coaxial cable, or by radio frequency and where such service is provided by a holder of a federal or state-issued authorization to provide Telecommunications Services within the State of Illinois.

“TMIFMA” means the Telecommunications Municipal Infrastructure Maintenance Fee Act, as may be now or hereafter amended, found in 35 ILCS 635/10 *et seq.*

“Village Administrator” means the Village Administrator of the Village of Morton Grove, or his or her designee.

“Village Engineer” means the Village Engineer of the Village of Morton Grove, or his or her designee.

“Village Facilities” means roads, alleys, paved surfaces, traffic control devices, water services, sanitary sewer services, stormwater services, and their appurtenances in municipal right-of-ways or on municipal property.

EXHIBIT A

“Village Right-of-Way” means rights-of-way, dedicated utility easements owned or controlled by the Village, and any other structures or facilities under the control or ownership of the Village of Morton Grove within rights-of-way, dedicated utility easements, or on other Village property.

“Work” means all design, construction, restoration, maintenance, removal, repair, relocation, or modification of any Telecommunications Facility.

3. Grant of Right to Install. Subject to all the terms and conditions of this Agreement, Village grants to Company, its successors and assigns, and the Company accepts from the Village, the non-exclusive rights to install by means of Site Specific Permit, maintain, extend, remove, reattach, relocate, replace, sell, lease, and operate its Telecommunications Facilities as described in Exhibit A of this Agreement. The Company also accepts from the Village the right to install within, over or under the public rights-of-way of the Village its Telecommunications Facilities as described by the Work activities in Exhibit B to this Agreement, provided that Company complies with all Federal, State, and Village statutes, codes, rules, and regulations, including Title 7, Chapter 9 of the Morton Grove, Illinois Municipal Code regarding Construction of Utility Facilities in the Public Rights-of-Way (“the ROW Code Provisions”). The Village agrees to grant Company the right to install its Telecommunications Facilities for the provision of telecommunications services as defined within TMIFMA in the public right-of-ways under the terms and conditions of this Agreement. A Company shall use its Telecommunications Facilities for the sole purpose of providing Telecommunications Services and may only install, construct, and operate its facilities as authorized by the Site Specific Permit. All rights and obligations of the Company under this Agreement shall be exercised by the Company at its sole cost and expense unless otherwise agreed to by the parties.

- 3.1 Permit Required. As a condition precedent to its right to access, use, or attach any of its Telecommunications Facilities in a Village right-of-way, Company shall submit a Site Specific Permit Application to the Village. The permit application must conform to requirements of construction of utility facilities within the right-of-way described in the Municipal Code. The permit application must conform with submittal requirements of the Building Department. In addition, the plant must include all siting, design, and construction methodology, manufacturers’ specifications, as well as any structural engineering reports the Village Engineer or the Director of Public Works deems necessary. No work shall begin before the Director of Public Works issues a Site Specific Permit to occupy the Specific Location with the Company’s Telecommunications Facilities. A Site Specific Permit shall be effective for

a period of up to six (6) months from the date of approval, and may be extended upon the request of the Company for good cause. If the Site Specific Permitted Telecommunications Facility is not operational by the expiration date, the Permit shall become null and void and the Specific Location shall be available to other Entities in compliance with Village codes.

- 3.2 Scope of Permit. The grant of a Permit to the Company is subject to use prior to the date of initial construction, use and existing and continuing rights, consents, and approvals of the Village for utilities and other Companies existing as of the date of the permit application, and to existing and future easements, dedications, grievances, conditions, covenants, restrictions, encumbrances, and claims of title that may affect any right, title, and interest in and to the Village right-of-ways, and any Village owned or controlled facilities located within those right-of-ways.
- 3.3 Permit Modification. The Village may, for the consideration of the public health, safety, and welfare, including, without limitation, safety, reliability, security, and engineering reasons, terminate, or otherwise modify the scope of the Company's non-exclusive Site Specific Permit Application request upon sixty (60) days notice to the Company. If the Village exercises its rights under this subsection, it will use reasonable efforts to find one (1) or more alternative locations for the Company to install its Telecommunications Facilities.
- 3.4 Change of Telecommunications Facilities. During any term of this Agreement, the Company may request, in writing, the Village's approval to add, attach, install, move, repair, replace, or otherwise alter or change the Company's Telecommunications Facilities in a manner consistent with this Agreement. All written requests for this purpose shall be filed with the Director of Public Works.
4. Term. The initial term of this Agreement shall be for a period of ten (10) years from the Effective Date of this Agreement, unless it is earlier terminated in accordance with the terms of this Agreement. This Agreement may be renewed by mutual agreement of the parties for a successive period of ten (10) years provided that Company makes a written request for renewal of this Agreement to the Village Administrator at least one hundred eighty (180) days prior to the expiration of the current term.

An extension of the term of this Agreement shall commence upon the expiration of the initial term provided that the Company is in substantial compliance with the terms and conditions of this Agreement and applicable Laws, there has not been

EXHIBIT A

any change in federal or state law that materially affects the provisions of this Agreement or its enforceability, and the Village has not otherwise terminated this Agreement in accordance with its provisions. In the event this Agreement expires without being renewed or terminated, the terms and conditions described herein shall continue to apply on a month-to-month basis so long as negotiations to renew this Agreement continue in good faith and until such time as the Agreement is renewed.

5. Fees.

A. Unless otherwise provided by law, each Application shall be subject to a Permit fee that will be determined at the time of each Application. Where the Village incurs reasonable costs and expenses for review or inspections or activities undertaken, in addition, through the authority granted in this Agreement or any applicable ordinances relating to the installation, operation, or maintenance of Company's Telecommunications Facilities, Company shall pay such reasonable costs and expenses directly to the Village. In the event of a renewal of this Agreement, the Village shall require a renewal fee that shall be proportional to the amount of Telecommunications Facilities as measured by linear feet or by a fee levied by Specific Location, of Telecommunications Facilities that have been installed up to that time in comparison to the initial Permit fee. Fees assessed by the Village shall not be prorated.

B. In the event that a Company is (1) a retailer of telecommunications services within the Village of Morton Grove pursuant to the Telecommunications Municipal Infrastructure Maintenance Fee Act (TMIFMA) 35 ILCS 635/10(d), and, (2) has been certified by the Illinois Commerce Commission pursuant to Section 13-404 to provide and resell intrastate and interstate telecommunications services within the State of Illinois, and, (3) pursuant to Section 13-405 of the Public Utilities Act, is authorized to provide facilities-based local exchange telecommunications services within the State of Illinois pursuant to an order of the Illinois Commerce Commission, and (4) is a taxpayer under the requirements of the Simplified Municipal Telecommunications Tax Act (SMTT) 35 ILCS 636/5 *et seq.* and, (5) to the extent a Company is providing only Telecommunications Services, a Company shall not be required to pay the fees referred to in subsection A, so long as Company maintains its status as a Telecommunications Retailer under the TMIFMA;

and pays the tax imposed by the Simplified Municipal Telecommunications Tax Act in a timely manner to the State of Illinois and said taxes are distributed to the Village in accordance with the SMTT.

6. Construction and Maintenance.

- A. Prior to the placement of Telecommunications Facilities in the public rights-of-way, Company shall provide plans and specifications for the placement to the Village for review and approval and obtain all applicable permits for Work in the Village rights-of-way prior to commencing any Work. Upon completion of installation of its Telecommunications Facilities in the public rights-of-way, Company shall provide hard copies of as-built plans to the Village.
- B. Permits and Routes
 - (1) Company agrees to obtain all applicable permits for work in the Village rights-of-way prior to commencing any Work.
 - (2) A Company shall provide a map of its proposed Telecommunications Facilities, including any planned cable routes as may be depicted in the Work that Company has described in Exhibit B. However, as a result of congestion from other utilities, including water and sewer lines and pipes, the Village shall restrict burial of a Company's Telecommunications Facilities, including any fiber optic, coaxial, copper, or hybrid fiber/coaxial cables in the Rights-of-Way adjacent to Ferris Avenue to Specific Locations within those Right-of-Ways that have Available Space and that do not create interference with the Village's water feeder lines and mains. In addition, the Company shall not bury fiber optic, coaxial, copper, or hybrid fiber/coaxial cables in the Rights-of-Way adjacent to National and Lincoln Avenues due to the lack of Available Space resulting from the location of existing water and sewer pipes and lines within those Right-of-Ways. Overhead installation of fiber optic, coaxial, or hybrid fiber/coaxial lines along Ferris Avenue, National Avenue and Lincoln Avenue is preferred.
- C. In the event of installation, repair, or maintenance to its Telecommunications Facilities within the Village rights-of-way, Company shall provide any necessary or required traffic control at its sole expense.
- D. Company shall post bonds, Letters of Credit, or other security instruments for its work within the Village's rights-of-way or public ways as required by the Municipal Code. Company shall notify the Director of Public Works no less than five (5) days prior to commencing work in one (1) or more Village rights-of-way.

EXHIBIT A

- E. Company shall require any independent contractor or subcontractor of Company working in a Village right-of-way to accept all the terms and conditions of this Agreement. Should the Director of Public Works determine that the Company or any of its independent contractors or subcontractors work or activities are inconsistent with, or in violation of the terms of this Agreement, the Company shall stop work at the direction of the Director of Public Works until all issues associated with the work or activities are fully resolved. This remedy is a remedy in addition to those set forth in Sections 16 and 20 of this Agreement. The selection of either remedy shall be at the sole discretion of the Village.
- F. Except as may be otherwise provided in this Agreement, Company shall comply with all generally applicable provisions of the Morton Grove Municipal Code.
- G. Company agrees to comply with appropriate requirements to install Joint Utility Locating for Excavators (JULIE) locates for those components, cables, or other appurtenances of its Telecommunications Facilities that are proposed for burial or mounting at grade.
- H. A Company shall, at all times, use due care to insure that no damage, beyond reasonable wear and tear, is caused to poles, conduits, or any other portion of the Village's or others' property, including, but not limited to, ground surfaces, landscaping, paved surfaces, swales, sewer drainage facilities, water mains, gas mains, electrical lines, fibers, wires, cables, poles and/or conduits legally located on or about poles, or other physical structures which the Company intends to attach and/or install Telecommunications Facilities. Any damage that is caused by a Company shall be reported to the affected party in writing within forty-eight (48) hours of the damage. Any Company causing the damage shall reimburse the other party upon demand for any damage caused by its employees, contractors, subcontractors, agents, or representatives. The Company shall be fully liable for the acts or omissions of its contractors, subcontractors, agents, and employees.
- I. Company agrees to tag, mark, color code, or otherwise identify cable used for its Telecommunications Facilities located underground in order for it to be distinguished from fiber optic, coaxial, hybrid fiber/coaxial, or copper cables belonging to other telecommunications providers. Company will not interfere with pre-existing, marked, or located uses of the public rights-of-way.

- J. All Work to be performed by Company pursuant to this Agreement will be performed in a good and workmanlike manner, consistent with any Permit specifications, manufacturer's specifications, prevailing industry standards, applicable Laws, and the provisions of this Agreement, and that it will be free from defects.
- K. Company shall give proper notice as defined in Section 6(D) to the Director of Public Works whenever the Company intends to perform Work in a Village right-of-way on its Telecommunications Facilities. Unless there is a conflict concerning the scheduling of Village repairs, construction, or maintenance in the subject right-of-way(s), the Director of Public Works' permission shall not be unreasonably withheld.
- L. Company shall, within ten (10) days after initial construction operations have been completed, or after repair, relocation, or removal of its Telecommunications Facilities or related appurtenances, grade and restore all areas disturbed or damaged by construction operations to a substantially equivalent condition that existed prior to work. Such restoration work shall be subject to appropriate weather conditions. All restoration and repair work shall be performed in accordance with the direction of the Director of Public Works.

In the event that the Company fails to properly restore the area described in its Permit that is subject to its Work, or repair any damage to areas outside of the areas subject to a Permit within twenty-one (21) days of the effective date of the written notice from the Village demanding the repair, the Village shall have the right to take such action as it deems necessary to perform the restoration work or repair and to utilize the Security Fund required from the Company in accordance with Title 7, Chapter 9, Section 10 of the Morton Grove Municipal Code. If the costs and expenses incurred by the Village in performing the restoration and repair work exceed the amount of the Security Fund deposited with the Village, the Company shall be responsible for reimbursing the Village for the additional costs and expenses in excess of the amount deposited within ten (10) days of service of the Village's written demand of service.

- M. Inspections. The Village shall be entitled to charge reasonable plan check and inspection fees to recover the special nonrecurring inspection costs imposed by the construction or upgrade of a Company's Telecommunications Facilities. Any fees or charges paid, so long as generally applicable to entities, including, but not limited to, like users of the public right of way and not discriminatory, shall be paid in addition to any Permit fees.

EXHIBIT A

N. Emergencies: The Village retains the right and responsibility to cut or remove any facilities located within the rights-of-way or public ways of the Village as the Village may determine to be necessary, appropriate, and useful in response to any public safety or health emergency in those situations where the Company is unable to relocate its facilities. In the instance of a public safety or health emergency, the Village shall have no obligation to reimburse the Company for the cost of restoration of the services or equipment provided by the Company in the rights-of-way or public ways. The Village shall notify Company as soon as possible, but in no event more than eight (8) hours from the time that it has cut or removed any facilities located within the rights-of-way or public ways.

7. Relocation.

- A. From time to time, Village may request Company to relocate its Telecommunications Facilities to accommodate Village projects for the benefit of the public good, or in response to emergencies. In such instances, Company shall promptly relocate its Telecommunications Facilities at its sole cost and expense. A Company shall move or relocate its Telecommunications Facilities on a temporary basis, whenever the Village deems it necessary in conformance with the Village's proprietary rights or to address the public health, safety, and welfare. Except as otherwise required by the Village, a Company shall move or relocate or cause the temporary removal or relocation of its Telecommunications Facilities in a workmanlike manner.
- B. In the event the Village requires Company where it operates aerial facilities to relocate such aerial facilities underground, Company shall participate in the planning for relocation of its aerial facilities, if any, contemporaneously with such users. The Company shall be reimbursed its relocation costs from public or private funds allocated for the project to the same extent as such funds are made available to other users of the rights-of-way or public property, if any, provided that any utility's exercise of authority granted under its tariff to charge consumers for the said utility's cost of the project that are not reimbursed by the Village shall not be considered to be public or private funds.
- C. The Company shall not be required to relocate its facilities unless it has been afforded at least sixty (60) days notice of the necessity to relocate its facilities. Within forty-five (45) days of receiving notice from the Village, Company shall provide a written estimate of the cost associated with the work necessary to relocate its facilities. In instances where a third party is seeking the relocation of Company's Telecommunications Facilities or

where the Company is entitled to reimbursement pursuant to the preceding Section, the Company shall not be required to perform the relocation Work until it has received payment for the relocation Work, or in the case of Village requests, there is money obligated for such purposes.

8. Abandonment. In the event that the Village abandons, closes, or discontinues its use of the right-of-way where Company has placed its Telecommunications Facilities, Village will reserve an easement that contains rights and uses equivalent to those contained in this Agreement, for the benefit of Company. Conversely, upon abandonment of a facility within the rights of way of the Village, the Company shall notify the Village within ninety (90) days. Following receipt of such notice, the Village may direct the Company to remove all or any portion of the facility if the Village Engineer or the Director of Public Works determines that such removal will be in the best interest of the public health, safety, and welfare. In the event that the Village does not direct the Company to remove its Telecommunications Facilities, by giving notice of abandonment to the Village, the Company shall be deemed to consent to the alteration or removal of all or any portion of the facility by another utility or person.
9. Interruptions. The Village shall not be liable to Company or its customers for any interruption of service to the Company or interference with the facilities arising in any manner relating to the Village's lawful operations in the rights-of-way.
10. Separate Agreement for Use of Poles for Small Wireless Facilities. A Company seeking use of the Village's Poles for installation of Small Wireless Facilities as defined by the Illinois Small Wireless Facilities Deployment Act (SWFDA), and regulations of the Federal Communications Commission, shall be subject to a separate pole attachment agreement to be negotiated between the Village and the Company. Fees established by such agreement shall be subject to the fee schedule established by SWFDA, as adopted by the Village, and by FCC regulations, where applicable.
11. Insurance. Insurance shall be furnished according to the requirements of the Municipal Code Title 7.
12. Indemnification. Indemnification shall conform to the requirements of the Municipal Code Title 7.
13. No Transfer or Assignment. During the term of this Agreement, Company acknowledges and agrees that it may not transfer or assign this Agreement or any interest herein without the prior written consent of the Village. This Agreement may be assigned by Company without consent to its parent

EXHIBIT A

organization, any subsidiary corporation, an affiliate, or to a successor-in interest. The parent organization, subsidiary corporation, affiliate, or successor-in interest first agrees, in writing, to be fully bound by this Agreement and its exhibits, and to assume all of the Company's obligations and liabilities hereunder, whether arising before or after the date of such assignment or transfer. The Village Administrator shall be notified of any assignment or transfer.

14. Non-Interference. The Company, in its performance and exercise of any of its authorizations and obligations under this Agreement or a Site Specific Permit, shall not obstruct or interfere in any manner with the Village right-of-ways, existing utility easements, private right-of-ways, sanitary sewers, sewer laterals, water mains, storm drains, gas mains, poles, aerial and underground electric, telephone, and cable television wires, multi-channel video surface facilities, and other existing telecommunications facilities, and utility and municipal property facilities without the express written approval of the Village or the other owners, including franchisees, of the affected property or properties. Written approvals of the owners or franchisees shall be provided to the Director of Public Works prior to the commencement of the installation of Telecommunications Facilities on an existing utility pole.

15. Village Facilities. The Village reserves the right to attach, install, maintain, replace, and enlarge Village Facilities and operate the same from time to time in such manners that will enable it to provide for public health, safety, and welfare. The Company acknowledges that certain public utilities provided by the Village, other units of government, and franchisees are essential public services, including, but not limited to, water, sanitary and stormwater services, and utilities necessary to provide heat.

16. Material Violations.
 - A. General: The Company shall comply with the requirements of this chapter and this Agreement at all times during the term of the Agreement.

 - B. Material Violations: If the Village has reason to believe that the Company has committed a material violation of this chapter or this Agreement, the Village may act to remedy the violation in accordance with the procedures set forth below. A material violation shall include:
 1. Construction or operations in the Village or in a public right-of-way of the Village without a required permit, license or authorization.
 2. Construction or operation at an unauthorized location.

3. Unauthorized transfer or assignment of this Agreement.
4. Material misrepresentation by or on behalf of the Company in any application to the Village or in any report or document required to be filed with the Village.
5. Failure to construct, complete, relocate or remove all or any part of Company's Telecommunications Facilities as required by this Agreement.
6. Failure to pay taxes, fees, costs or penalties when and as due the Village.
7. Failure to file required documents with the Village.
8. Failure to deliver evidence of company's insurance coverage as specified in this Agreement.
9. Failure to file and maintain with the Village all required bonds or letters of credit.
10. Failure to establish and maintain the security fund required pursuant to this Agreement.
11. Failure to restore any amount withdrawn from the security fund within the time specified under the Village right-of-way ordinance.
12. Failure to comply with the material provisions of this Agreement.

C. Notice of Material Violations: Written notice shall be given to the Company setting forth the nature of the material violation and a reasonable period of time for the Company to correct the violation. Unless the Village reasonably determines that the violation is of such a nature that a lesser period of time is warranted for remedying the violation, the Company shall be given thirty (30) days after receipt of such notice to remedy the violation.

D. Answer to Notice of Violations: Within thirty (30) days, or such other period of time specified by the Village in its notice to the Company, the Company shall respond in writing to the Village:

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1. That it contests the Village's notice of violation and requests an opportunity to be heard as provided herein. The Company shall submit supporting documentation with its response to the notice.
 2. That it contests the Village's notice of violation for the reasons that the violation was beyond the reasonable control of the Company and requests an opportunity to be heard as provided herein. The Company shall submit supporting documentation with its response to the notice.
 3. That the Company will remedy the violation within the time specified by the Village in its notice to the Company.
 4. If the Company contends that an extended period of time is reasonably needed to remedy the violation, it shall submit a written request for an extension, together with supporting documentation that the Company cannot reasonably remedy the violation within the time period specified by the Village in its notice to the Company. The Village shall not unreasonably deny an extension of time to remedy the violation. If the Village grants the extension, the company shall proceed to remedy the violation within the extended time prescribed, provided that the Company also informs the Village on a regular basis of the steps being taken to remedy the violation.
- E. Public Hearing: Unless the Village reasonably determines that the violation is of such a nature that a lesser period of time is warranted for remedying the violation, the Village shall give the Company not less than fourteen (14) calendar days written notice of the date, time and place of the public hearing to be held before the Village Administrator or his/her designee. The public hearing shall be on the record. A copy of the transcript shall be made available to the Company at its sole expense. At the public hearing, the Company shall be given an opportunity to state its position on the matter, present evidence, and question witnesses. The Village Administrator or his/her designee shall hear and determine the issues and render its findings and its decision in writing. If a hearing officer has been appointed by the Village, the hearing officer shall hear the relevant evidence and shall render a record of the administrative hearing and recommended findings and decision to the Village Administrator or his/her designee.
- F. Determination: If the Company fails to submit a written response to the Village's notice of violation as provided in subsection D of this section, or if

the Company fails to remedy the violation within the time period specified by the Village in its notice to the Company, or any extensions thereto granted by the Village, or if the Village Administrator or his/her designee are persuaded after a hearing that the Company has committed a material violation as provided herein, the Village Administrator or his/her designee may, after giving the Company an opportunity to be heard:

1. Order the Company to remedy the violation within a reasonable period of time specified by the corporate authorities;
2. Immediately terminate this Agreement and all rights granted herein.
3. Impose any lesser sanction available at law or in equity, including declaratory or injunctive relief.

The Company may appeal such determination to any court with jurisdiction within thirty (30) days after receipt of the Village's determination.

17. Non-Renewal and Termination. If a new Agreement has not been executed by the parties by the expiration of the extension term and the parties do not otherwise agree in writing to renew, then the Company, at its option, shall either
- A. Remove the Company's Telecommunications Facilities from the Village's right-of-ways at its sole expense; or
 - B. Without cost or charge to the Village, abandon the Company's Telecommunications Facilities in place, but only if the Village first approves the proposed abandonment, in writing, including conditions applicable to the abandonment; or
 - C. Sell the Company's Telecommunications Facilities to a qualified third party subject to the Village's prior written approval, which will not be unreasonably withheld; or
 - D. Upon the occurrence of any circumstance set forth in this subsection, this Agreement shall be deemed terminated except as to the indemnification and hold harmless provisions which shall survive until all statutes of limitations and repose applicable to a casualty occurring during the license term have expired.

Except as otherwise provided herein, the Village may terminate this Agreement for cause, as defined hereinabove, upon thirty (30) days written notice sent by the Village to the Company. In this event, the Village may exercise its legal rights

EXHIBIT A

and/or equitable remedies either under this Agreement or by any other means that may be provided in law or in equity, including the right, without limitation, to recover any other uncollected fees that would be due and payable to the Village by the Company if this Agreement had not been terminated during the initial or extension term, as well as reasonable costs, including attorneys' fees, incurred in the termination process. In addition to all other remedies provided above, the Company shall pay all reasonable costs, including attorney's fees, incurred by the Village pursuant to this Section 17.

18. Police Powers. Nothing in this Agreement shall be construed as an abrogation by the Village of any of its police powers to adopt and enforce generally applicable ordinances deemed necessary for the health, safety, and welfare of the public, and the Company shall comply with all generally applicable laws and ordinances enacted by the Village pursuant to such police power.
19. Reservation of Authority. Nothing in this Agreement shall (A) abrogate the right of the Village to perform any public works or public improvements of any description. (B) be construed as a waiver of any codes or ordinances of general applicability promulgated by the Village, or (C) be construed as a waiver or release of the rights of the Village in and to the public rights-of-way or public property.
20. Remedies Not Exclusive. In addition to the remedies set forth in this Agreement, the Company acknowledges the Village's ability pursuant to this Agreement and the ROW Code Provisions, as amended, to enforce the Company's compliance with the ROW Code Provisions. Notwithstanding the foregoing, nothing in this Agreement shall be interpreted to permit the Village to exercise such rights and remedies in a manner that permits duplicative recovery from, or payments by, the Company. Such remedies may be exercised from time to time and as often and in such order as may be deemed expedient by the Village.
21. No Warranty. There are no representations or warranties, express or implied, other than as expressly set forth or referred to herein and, in particular, neither Party makes any warranties to each other nor any other Entity, whether express, implied or statutory, as to the description, condition, quality, or fitness for any purpose of any services or information provided hereunder or described herein, or as to any other matter all of which warranties are hereby excluded and specifically disclaimed.
22. Notices. All notices herein provided for shall be sent by: (A) prepaid registered mail, return receipt requested, addressed to the parties; or (B) by electronic mail ("e-mail") transmission. Such notices shall be addressed to the parties as follows:

To The Village:

Village of Morton Grove
Attn: Village Administrator
6101 Capulina Avenue
Morton Grove, Illinois 60053

With Copy To: Village of Morton Grove
Attn: Village Attorney
6101 Capulina Avenue
Morton Grove, Illinois 60053

To The Company:
Delta Communications, LLC
dba Clearwave ~~_____~~ Fiber
Attn: Jason Carnes
P.O. Box 808
Harrisburg, IL 62946

With Copy To: Clearwave Fiber
Attn: Legal Dept
P.O. Box 1229
Pooler, GA, 31322
legal@clearwavefiber.com

23. Taxes. Nothing contained in this Agreement shall be construed to exempt Company from any fee, tax, property tax levy, or assessment which is, or may be hereafter lawfully imposed, and Company shall be responsible for the payment of any taxes lawfully assessed relative to its use of the Village's rights-of-way or public property for the operation of its Telecommunications Facilities.
24. Severability. If any provision of this Agreement is held invalid for any reason, such invalidation shall not affect other provisions of this Agreement which can be given effect without the invalid provisions. To this end, the provisions of this Agreement are to be severable.
25. Amendment and Waiver. This Agreement may not be amended except pursuant to a written instrument signed by the parties. Either party's failure to enforce any provision of this Agreement shall not be deemed a waiver of its right to enforce the provision in the future.
26. Representations and Warranties. The Company represents and warrants to the Village that:
 - A. The Company is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its formation.
 - B. The Company has all approvals, authorizations, certifications, licenses, and franchises required by the State of Illinois, the Federal Communications Commission, and/or any other agency authorized to approve the Company's telecommunications services.

EXHIBIT A

- C. The Company is not aware of any facts or circumstances that would call into doubt the continuing validity of any such approvals, authorizations, certifications, licenses, or franchises.
 - D. There is not pending or, to the Company's knowledge, threatened against the Company or its parent corporation, any of its subsidiaries or affiliates, any legal or administrative proceedings that could materially and adversely affect the validity of such licenses, authorizations, or franchises, or that could materially and adversely affect its ability to perform its obligations under this Agreement.
27. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be original, but all of which together shall constitute one and the same instrument.
28. Exhibits. As of the effective date, all exhibits referred to in this Agreement and any addenda, attachments, and schedules which may, from time to time, be referred to and any executed amendments to this Agreement, are incorporated by reference, and shall be considered to be a part of this Agreement.
29. Successors and Assigns. This Agreement shall be binding and shall inure to the benefit of the parties and their successors and assigns.
30. No Third-Party Beneficiaries. Nothing in this Agreement is intended to confer third-party beneficiary status on any person, individual, corporation, or member of the public to enforce the terms of this Agreement.
31. Entire Agreement. This Agreement contains the entire agreement for the use of the Village rights-of-way by Company and supersedes and replaces all prior negotiations, discussions, agreements, or statements made, written or oral.
32. Recording of Agreement. Neither party shall record this Agreement without the signatures of the Mayor and the duly authorized signatory for the Company.
33. Force Majeure. The Company shall not be held in default under, or in non-compliance with, the provisions of this Agreement, nor suffer any enforcement or penalty relating to noncompliance or default (including termination of this Agreement), where such noncompliance or alleged defaults occurred or were caused by events related to a Force Majeure as defined hereinabove, or failure of utility service necessary to operate its Telecommunications Facilities, or governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Company's ability to anticipate or control. This provision

also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Company's cable or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary. Noncompliance or default shall be corrected within a reasonable amount of time after Force Majeure has ceased.

34. Attorneys' Fees. In the event that there is litigation under this Agreement and the Village substantially prevails, the Village will be entitled to reimbursement of its own costs and expenses, including without limitation, reasonable attorneys' and expert witness fees.
35. Time is of the Essence. Whenever this Agreement sets forth any time for any action to be performed by or on behalf of the Company, such time shall be deemed to be of the essence, and any failure of the Company to perform within the time allotted, unless otherwise agreed to by the Village or provided for herein, shall be sufficient grounds for the Village to impose violation penalties in accordance with Section 16 of this Agreement pursuant to the procedures herein. If the time in which an act is to be performed falls on a Saturday, Sunday, or any holiday observed by the Village, the time for performance shall be extended to the following business day.
36. Headings and Captions. The headings and captions of sections throughout this Agreement are intended solely to facilitate reading and reference to the sections and provisions of this Agreement. Such headings and captions shall not affect the meaning or interpretation of this Agreement.
37. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to its conflict of laws provisions. Venue and jurisdiction for any and all disputes related in any manner to this Agreement shall be in the Circuit Court of Cook County, Illinois or in the United States District Court for the District of Northern Illinois.
37. Signatures.

VILLAGE OF MORTON GROVE, an Illinois Municipal Corporation

BY: _____
Janine Witko, Village President

ATTEST:
Eileen Scanlon Harford, Village Clerk

DATE:

EXHIBIT A

Delta Communications, LLC D/B/A Clearwave Fiber

BY:
Name:
Title:

ATTEST:

DATE:

EXHIBIT A

Description of Company's Telecommunications Facilities

[EXHIBIT A](#)

EXHIBIT B

**Proposed Work, Location Maps and Deployment
of Company's Telecommunications Facilities**

Legislative Summary

Resolution 25-60

APPROVING A TELECOMMUNICATIONS USE AGREEMENT FOR THE USE OF THE RIGHT-OF-WAY WITHIN THE VILLAGE OF MORTON GROVE WITH EZEE FIBER TEXAS, LLC, D/B/A EZEE FIBER, A DELAWARE LIMITED LIABILITY COMPANY

Introduction:	August 12, 2025
Purpose:	To enter into an agreement between the Village and Ezee Fiber to ensure that applicable laws and standards are followed for use of the Morton Grove public right-of-way.
Background:	The Village has the responsibility to control, manage, and oversee the use of public rights-of-way within the Village to promote health, safety, and welfare of the public. As telecommunication companies experience growing demand to serve customers located within the Village, the companies must use the public rights-of-way. Through the approval of this Resolution the Village will enter into an Agreement with Ezee Fiber to ensure that construction requirements set forth in the Village's regulatory rights and responsibilities of the Morton Grove Municipal Code and the telecommunications provider agrees to apply for and abide by all appropriate permits to install telecommunications facilities within public rights-of-way.
Departs Affected	Public Works and Administration
Fiscal Impact:	Expenses incurred by the Village for reviewing plans and permitting will be recouped from the applicant.
Source of Funds:	Funds will be provided through fees supplied by the applicant.
Workload Impact:	Staff will be required to review any plans and permits in line with their normal duties for a project in the public right of way.
Administrator Recommendation	Approval as presented
Second Reading:	Not Required
Special Requirements:	None

Submitted by: Chuck Meyer, Village Administrator
Reviewed by: Teresa Hoffman Liston, Corporation Counsel
Prepared by: Chuck Meyer, Village Administrator
Reviewed by: Chris Tomich, Village Engineer

RESOLUTION 25-60

APPROVING A TELECOMMUNICATIONS USE AGREEMENT FOR THE USE OF THE RIGHT-OF-WAY WITHIN THE VILLAGE OF MORTON GROVE WITH EZEE FIBER TEXAS, LLC, D/B/A EZEE FIBER, A DELAWARE LIMITED LIABILITY COMPANY

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, telecommunications companies are experiencing growing demand to serve customers located within the Village of Morton Grove, and in order to do so, must access the public rights-of-way of the Village for the construction of their networks; and

WHEREAS, the use of franchise agreements is limited by state and federal law to specific purposes to specific types of telecommunications providers, and other methods of allowing access to public rights-of-way and utility easements by telecommunications providers are available to the Village for providing such access; and

WHEREAS, the Village intends to promote the expansion of telecommunications services in a manner consistent with the Illinois Small Wireless Facilities Deployment Act, the Illinois Cable and Video Competition Act, the Illinois Telephone Company Act, the Telecommunications Act of 1996, the Middle Class Tax Relief and Job Creation Act of 2012, the Simplified Municipal Telecommunications Act, 35 ILCS 636/5-1 et seq. and Federal Communications Commission regulations; and

WHEREAS, the Village has the responsibility to control, manage, and oversee the use of public rights-of-way within the Village to promote the health, safety, and welfare of the public; and

WHEREAS, regulation of the Village's rights-of-way can be accomplished by permitting based on site location as such is managed and controlled by Village staff, but only in accordance with the terms and conditions of a Telecommunications Use Agreement by and between the Village and a telecommunications provider; and

WHEREAS, a telecommunications provider shall be subject to the construction requirements set forth in the Village's regulatory rights and responsibilities of the Morton Grove Municipal Code and the telecommunications provider agrees to apply for and abide by all appropriate permits to install Telecommunications Facilities within public rights-of-way; and

WHEREAS, Ezee Fiber, a telecommunications services provider, is requesting to install, attach, operate, maintain, repair, replace, reattach, reinstall, relocate, and remove its telecommunications facilities, fiber optic cable, cellular networks, or outdoor Distributed Antenna System (DAS) in the Village's rights-of-way in order to expand, enhance, improve, or augment its services in order to improve

coverage and meet the demand of its users and abide by all appropriate permits to install the aforementioned facilities, cable, networks or DAS within public rights-of-way; and

WHEREAS, Section 253 of the Federal Telecommunications Act of 1934, as amended, including 47 U.S.C. §253, Illinois 220 ILCS 5/21-1001, and Illinois 50 ILCS 835/5-15, provide that the Village has the authority, subject to certain limitations, to control access and use of the rights-of-way within Village limits; and

WHEREAS, the President and Board of Trustees find, after consideration and review of the rights-of-way agreement, the public interest will be served by the Village entering into this agreement, which will provide for the continuation and improvement of telecommunications within the Village, and preserve the Village’s public rights-of-way.

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

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

SECTION 2: The Village President is hereby authorized to execute the rights-of-way agreement between the Village of Morton Grove and Ezee Fiber Texas, LLC, D/B/A Ezee Fiber, a Delaware Limited Liability Company as described in "Exhibit A".

SECTION 3: The Village Administrator or his designee is hereby authorized and directed to take all actions necessary or permitted under this Lease Agreement to give full force and effect to this resolution.

SECTION 4: This resolution shall be in full force and effect from and after its passage and approval as required by law.

Passed this 12th day of August 2025

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

Approved by me this 12th day of August 2025

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

Attested and Filed in my office this
13th day of August 2025

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

EXHIBIT A

TELECOMMUNICATIONS USE AGREEMENT FOR USE OF THE RIGHT-OF-WAY WITHIN THE VILLAGE OF MORTON GROVE, ILLINOIS

THIS USE AGREEMENT is made this _____ day of _____, 2025, by and between the Village of Morton Grove, Illinois, a municipal corporation (“Village”) and Ezee Fiber Texas, LLC, d/b/a Ezee Fiber, a Delaware Limited Liability Company (“COMPANY”).

WHEREAS, telecommunications companies are experiencing growing demand to serve customers located within the Village of Morton Grove, and in order to do so, must access the public right-of-ways of the Village for the construction of their networks; and,

WHEREAS, the use of franchise agreements is limited by state and federal law to specific purposes to specific types of telecommunications providers, and other methods of allowing access to public right-of-ways and utility easements by telecommunications providers are available to the Village for providing such access; and,

WHEREAS, the Village intends to promote the expansion of telecommunications services in a manner consistent with the Illinois Small Wireless Facilities Deployment Act, the Illinois Cable and Video Competition Act, the Illinois Telephone Company Act, the Telecommunications Act of 1996, the Middle Class Tax Relief and Job Creation Act of 2012, the Simplified Municipal Telecommunications Act, 35 ILCS 636/5-1 *et seq.* and Federal Communications Commission regulations; and

WHEREAS, the Village has the responsibility to control, manage, and oversee the use of public right-of-ways within the Village to promote the health, safety, and welfare of the public; and,

WHEREAS, regulation of the Village’s right-of-ways can be accomplished by permitting based on site location as such is managed and controlled by Village staff, but only in accordance with the terms and conditions of a Telecommunications Use Agreement by and between the Village and a telecommunications provider; and

WHEREAS, a telecommunications provider shall be subject to the construction requirements set forth in the Village’s regulatory rights and responsibilities of the Morton Grove Municipal Code and the telecommunications provider agrees to apply for and abide by all appropriate permits to install Telecommunications Facilities within public rights-of-way.

WHEREAS, COMPANY, Neutral Host Providers, a wireless services provider, or telecommunications services provider is requesting to install, attach, operate, maintain, repair,

replace, reattach, reinstall, relocate, and remove its telecommunications facilities, fiber optic cable, cellular networks, or outdoor Distributed Antenna System (DAS) in the Village's right-of-ways in order to expand, enhance, improve, or augment its services in order to improve coverage and meet the demand of its users and abide by all appropriate permits to install the aforementioned facilities, cable, networks or DAS within public rights-of-way; and,

WHEREAS, Section 253 of the Federal Telecommunications Act of 1934, as amended, including 47 U.S.C. §253, Illinois 220 ILCS 5/21-1001, and Illinois 50 ILCS 835/5-15, provide that the Village has the authority, subject to certain limitations, to control access and use of the right-of-ways within Village limits.

NOW, THEREFORE, in consideration of the promises of each of the parties to the other and the covenants contained herein, it is agreed as follows:

1. Recitals. The recitals are a material part of this Agreement and are incorporated herein by reference.
2. Definitions. Except where the context requires otherwise, the capitalized terms used in this Agreement shall have the following meanings:

“Agreement or Use Agreement” means this Telecommunications Use Agreement.

“Application” means an application for permit for the installation of Telecommunications Facilities at a Specific Location or locations within the Village.

“Available Space” means any usable space within the right-of-ways of the Village that is not occupied, has not been reserved by the Village for future use, or is not otherwise occupied by Village facilities, or to franchise holders, or other Licensees at a time that an Application is submitted for the use of a Specific Location or locations by a company that has been granted a right to install its system within the right-of-ways.

“CFR” means Code of Federal Regulations.

“Director of Public Works” means the Director of Public Works of the Village of Morton Grove, or his or her designee.

“Entity” means any natural individual, firm, joint stock company, trust, estate, partnership, joint venture, corporation, limited liability company, units of local government, a receiver, trustee, guardian, or other representative appointed by court order, or any other legally recognized organization, whether for-profit or not-for-profit. The Village shall not be considered a “Person” or “Entity” under this Agreement.

“FCC” means the Federal Communications Commission.

“Force Majeure” means an incident or event, or causes that are beyond the reasonable control of a party to this Agreement, including, without limitation, strike, riot, war, earthquake, fire, flood, unusually severe rain or snow storm, wind storm, tornado or other catastrophic act of nature, labor disputes, or sabotage which interferes with the ability of COMPANY or the Village to fulfill the terms or conditions of this Agreement.

“Law(s)” means any applicable statute, administrative or judicial act, decision, certificate, charter, code, constitution, law, opinion, court order, ordinance, policy, procedure, rate, regulation, rule, schedule, specification, tariff, or other requirement of the Village or any other unit of government or agency of a unit of government having joint or separate jurisdiction over COMPANY, now or hereafter in effect, during the term of this Agreement.

“Letter of Credit” means an irrevocable standby letter of credit issued by a bank or other financial institution acceptable to the Village of Morton Grove and having a credit worthiness rating of at least “A” by Standard and Poor’s or “A2” by Moody Investment Services.

“Municipal Code” means the Municipal Code of the Village of Morton Grove.

“Neutral Host Provider” means an independent third-party host which owns and assumes financial, regulatory, legal, and technical responsibility for deploying, installing, and maintaining Telecommunications Facilities for a fee to Entities providing telecommunications services directly to the public.

“Permit” or “Site Specific Permit” means a non-exclusive permit granted by the Village allowing the installation of Telecommunications Facilities at a Specific Location.

“Pole” means (a) any utility pole, used mainly to support overhead distribution wires and cables; or (b) any streetlight pole, but excluding light poles, towers, or water towers wholly owned by the Village, and also excluding towers, as defined by the Village Zoning Ordinance.

“SMTT” means the Simplified Municipal Telecommunications Tax Act of the State of Illinois, as now or hereafter amended, found in 35 ILCS 636/5 *et seq.*

“Specific Location” means a location in a Village right-of-way which qualifies, under this Agreement, for the placement of, or which contains, Site Specific Permitted Telecommunications Facilities.

“SWFDA” means the Illinois Small Wireless Facilities Deployment Act, as may be now or hereafter amended, as found in 50 ILCS 835 *et seq.*

“Telecommunications Facility or Facilities” means without limitation, aerial, surface, or underground wires, amplifiers, antennas, boxes, cabinets, cables (including fiber optic, coaxial, copper, power, and hybrid fiber/coaxial cables), circuits, conduits, conductors, converters, copper wires, outdoor DAS systems as defined herein, decoders, demodulators, drop wires, ducts, electronics, encoders, equipment, generators, hubs, interducts, lasers, manholes, microwaves, modulators, multiplexers, networks, nodes, optical fibers, optical repeaters, patch panels, processors, receivers, splice and junction boxes, switches, tap-offs, terminals, traps, vaults, wired and wireless transmitters and receivers, or other similar equipment owned, leased, or controlled by COMPANY, including Neutral Host Providers, that is used for, or is useful in, the provision of communications services including small wireless facilities as defined under 50 ILCS 835/10, personal wireless services as that term is defined in 47 U.S.C. §322(c), now and hereafter in effect, including commercial vehicle services as defined in 47 U.S.C. §332(d), now or hereafter in effect or existence, either as of the effective date or at any time during the term of this Agreement.

“Telecommunications Service” means any multi-channel video service, information service, or other service involving the transport or transmission of information electronically by wire, fiber optic, coaxial, copper, or hybrid fiber/coaxial cable, or by radio frequency and where such service is provided by a holder of a federal or state-issued authorization to provide Telecommunications Services within the State of Illinois.

“TMIFMA” means the Telecommunications Municipal Infrastructure Maintenance Fee Act, as may be now or hereafter amended, found in 35 ILCS 635/10 *et seq.*

“Village Administrator” means the Village Administrator of the Village of Morton Grove, or his or her designee.

“Village Engineer” means the Village Engineer of the Village of Morton Grove, or his or her designee.

“Village Facilities” means roads, alleys, paved surfaces, traffic control devices, water services, sanitary sewer services, stormwater services, and their appurtenances in municipal right-of-ways or on municipal property.

“Village Right-of-Way” means rights-of-way, dedicated utility easements owned or controlled by the Village, and any other structures or facilities under the control or ownership of the Village of Morton Grove within rights-of-way, dedicated utility easements, or on other Village property.

“Work” means all design, construction, restoration, maintenance, removal, repair, relocation, or modification of any Telecommunications Facility.

3. Grant of Right to Install. Subject to all the terms and conditions of this Agreement, Village grants to COMPANY, its successors and assigns, and COMPANY accepts from the Village, the non-exclusive rights to install by means of Site Specific Permit, maintain, extend, remove, reattach, relocate, replace, sell, lease, and operate its Telecommunications Facilities as described in Exhibit A of this Agreement. COMPANY also accepts from the Village the right to install within, over or under the public rights-of-way of the Village its Telecommunications Facilities as described by the Work activities in Exhibit B to this Agreement, provided that COMPANY complies with all Federal, State, and Village statutes, codes, rules, and regulations, including Title 7, Chapter 9 of the Morton Grove, Illinois Municipal Code regarding Construction of Utility Facilities in the Public Rights-of-Way (“the ROW Code Provisions”). The Village agrees to grant COMPANY the right to install its Telecommunications Facilities for the provision of telecommunications services as defined within TMIFMA in the public right-of-ways under the terms and conditions of this Agreement. COMPANY shall use its Telecommunications Facilities for the sole purpose of providing Telecommunications Services and may only install, construct, and operate its facilities as authorized by the Site Specific Permit. All rights and obligations of COMPANY under this Agreement shall be exercised by COMPANY at its sole cost and expense unless otherwise agreed to by the parties.

- 3.1 Permit Required. As a condition precedent to its right to access, use, or attach any of its Telecommunications Facilities in a Village right-of-way, COMPANY shall submit a Site Specific Permit Application to the Village. The permit application must conform to requirements of construction of utility facilities within the right-

of-way described in the Municipal Code. The permit application must conform to submittal requirements of the Building Department. In addition, the plan set must include all siting, design, and construction methodology, manufacturers' specifications, as well as any structural engineering reports the Village Engineer or the Director of Public Works deems necessary.

No work shall begin before the Director of Public Works issues a Site Specific Permit to occupy the Specific Location with COMPANY's Telecommunications Facilities. A Site Specific Permit shall be effective for a period of up to six (6) months from the date of approval, and may be extended upon the request of COMPANY for good cause. If the Site Specific Permitted Telecommunications Facility is not operational by the expiration date, the Permit shall become null and void and the Specific Location shall be available to other Entities in compliance with Village codes.

- 3.2 Scope of Permit. The grant of a Permit to COMPANY is subject to use prior to the date of initial construction, use and existing and continuing rights, consents, and approvals of the Village for utilities and other Companies existing as of the date of the permit application, and to existing and future easements, dedications, grievances, conditions, covenants, restrictions, encumbrances, and claims of title that may affect any right, title, and interest in and to the Village right-of-ways, and any Village owned or controlled facilities located within those right-of-ways.
- 3.3 Permit Modification. The Village may, for the consideration of the public health, safety, and welfare, including, without limitation, safety, reliability, security, and engineering reasons, terminate, or otherwise modify the scope of COMPANY's non-exclusive Site Specific Permit Application request upon sixty (60) days' notice to COMPANY. If the Village exercises its rights under this subsection, it will use reasonable efforts to find one (1) or more alternative locations for COMPANY to install its Telecommunications Facilities.
- 3.4 Change of Telecommunications Facilities. During any term of this Agreement, COMPANY may request, in writing, the Village's approval to add, attach, install, move, repair, replace, or otherwise alter or change COMPANY's Telecommunications Facilities in a manner consistent with this Agreement. All written requests for this purpose shall be filed with the Director of Public Works.

4. Term. The initial term of this Agreement shall be for a period of ten (10) years from the Effective Date of this Agreement, unless it is earlier terminated in accordance with the terms of this Agreement. This Agreement may be renewed by mutual agreement of the parties for a successive period of ten (10) years provided that COMPANY makes a written request for renewal of this Agreement to the Village Administrator at least one hundred eighty (180) days prior to the expiration of the current term.

An extension of the term of this Agreement shall commence upon the expiration of the initial term provided that COMPANY is in substantial compliance with the terms and conditions of this Agreement and applicable Laws, there has not been any change in federal or state law that materially affects the provisions of this Agreement or its enforceability, and the Village has not otherwise terminated this Agreement in accordance with its provisions. In the event this Agreement expires without being renewed or terminated, the terms and conditions described herein shall continue to apply on a month-to-month basis so long as negotiations to renew this Agreement continue in good faith and until such time as the Agreement is renewed.

5. Fees.

- A. Unless otherwise provided by law, each Application shall be subject to a Permit fee that will be determined at the time of each Application. Where the Village incurs reasonable costs and expenses for review or inspections or activities undertaken, in addition, through the authority granted in this Agreement or any applicable ordinances relating to the installation, operation, or maintenance of COMPANY's Telecommunications Facilities, COMPANY shall pay such reasonable costs and expenses directly to the Village. In the event of a renewal of this Agreement, the Village shall require a renewal fee that shall be proportional to the amount of Telecommunications Facilities as measured by linear feet or by a fee levied by Specific Location, of Telecommunications Facilities that have been installed up to that time in comparison to the initial Permit fee. Fees assessed by the Village shall not be prorated.
- B. In the event that COMPANY is (1) a retailer of telecommunications services within the Village of Morton Grove pursuant to the Telecommunications Municipal Infrastructure Maintenance Fee Act (TMIFMA) 35 ILCS 635/10(d), and, (2) has been certified by the Illinois Commerce Commission pursuant to Section 13-404 to provide and resell intrastate and interstate telecommunications services within the State of Illinois, and, (3) pursuant to Section 13-405 of the Public Utilities Act, is authorized to provide facilities-based local exchange

telecommunications services within the State of Illinois pursuant to an order of the Illinois Commerce Commission, and (4) is a taxpayer under the requirements of the Simplified Municipal Telecommunications Tax Act (SMTT) 35 ILCS 636/5 *et seq.* and, (5) to the extent COMPANY is providing only Telecommunications Services, COMPANY shall not be required to pay the fees referred to in subsection A, so long as COMPANY maintains its status as a Telecommunications Retailer under the TMIFMA and pays the tax imposed by the Simplified Municipal Telecommunications Tax Act in a timely manner to the State of Illinois and said taxes are distributed to the Village in accordance with the SMTT.

6. Construction and Maintenance.

- A. Prior to the placement of Telecommunications Facilities in the public rights-of-way, COMPANY shall provide plans and specifications for the placement to the Village for review and approval, and obtain all applicable permits for Work in the Village rights-of-way prior to commencing any Work. Upon completion of installation of its Telecommunications Facilities in the public rights-of-way, COMPANY shall provide hard copies of as-built plans to the Village.
- B. Permits and Routes
- (1) COMPANY agrees to obtain all applicable permits for work in the Village rights-of-way prior to commencing any Work.
 - (2) COMPANY shall provide a map of its proposed Telecommunications Facilities, including any planned cable routes as may be depicted in the Work that COMPANY has described in Exhibit B. However, as a result of congestion from other utilities, including water and sewer lines and pipes, the Village shall restrict burial of COMPANY's Telecommunications Facilities, including any fiber optic, coaxial, copper, or hybrid fiber/coaxial cables in the Rights-of-Way adjacent to Ferris Avenue to Specific Locations within those Right-of-Ways that have Available Space and that do not create interference with the Village's water feeder lines and mains. In addition, COMPANY shall not bury fiber optic, coaxial, copper, or hybrid fiber/coaxial cables in the Rights-of-Way adjacent to National and Lincoln Avenues due to the lack of Available Space resulting from the location of existing water and sewer pipes and lines within those Right-of-Ways. Overhead installation of fiber optic, coaxial, or hybrid

fiber/coaxial lines along Ferris Avenue, National Avenue and Lincoln Avenue is preferred.

- C. In the event of installation, repair, or maintenance to its Telecommunications Facilities within the Village rights-of-way, COMPANY shall provide any necessary or required traffic control at its sole expense.
- D. COMPANY shall post bonds, Letters of Credit, or other security instruments for its work within the Village's rights-of-way or public ways as required by the Municipal Code. COMPANY shall notify the Director of Public Works no less than five (5) days prior to commencing work in one (1) or more Village rights-of-way.
- E. COMPANY shall require any independent contractor or subcontractor of COMPANY working in a Village right-of-way to accept all the terms and conditions of this Agreement. Should the Director of Public Works determine that COMPANY or any of its independent contractors or subcontractors work or activities are inconsistent with, or in violation of the terms of this Agreement, COMPANY shall stop work at the direction of the Director of Public Works until all issues associated with the work or activities are fully resolved. This remedy is a remedy in addition to those set forth in Sections 16 and 20 of this Agreement. The selection of either remedy shall be at the sole discretion of the Village.
- F. Except as may be otherwise provided in this Agreement, COMPANY shall comply with all generally applicable provisions of the Morton Grove Municipal Code.
- G. COMPANY agrees to comply with appropriate requirements to install Joint Utility Locating for Excavators (JULIE) locates for those components, cables, or other appurtenances of its Telecommunications Facilities that are proposed for burial or mounting at grade.
- H. COMPANY shall, at all times, use due care to insure that no damage, beyond reasonable wear and tear, is caused to poles, conduits, or any other portion of the Village's or others' property, including, but not limited to, ground surfaces, landscaping, paved surfaces, swales, sewer drainage facilities, water mains, gas mains, electrical lines, fibers, wires, cables, poles and/or conduits legally located on or about poles, or other physical structures which COMPANY intends to attach and/or install Telecommunications Facilities. Any damage that is caused by

COMPANY shall be reported to the affected party in writing within forty-eight (48) hours of the damage. Any company causing the damage shall reimburse the other party upon demand for any damage caused by its employees, contractors, subcontractors, agents, or representatives. COMPANY shall be fully liable for the acts or omissions of its contractors, subcontractors, agents, and employees.

- I. COMPANY agrees to tag, mark, color code, or otherwise identify cable used for its Telecommunications Facilities located underground in order for it to be distinguished from fiber optic, coaxial, hybrid fiber/coaxial, or copper cables belonging to other telecommunications providers.

COMPANY will not interfere with pre-existing, marked, or located uses of the public rights-of-way.

- J. All Work to be performed by COMPANY pursuant to this Agreement will be performed in a good and workmanlike manner, consistent with any Permit specifications, manufacturer's specifications, prevailing industry standards, applicable Laws, and the provisions of this Agreement, and that it will be free from defects.

- K. COMPANY shall give proper notice as defined in Section 6(D) to the Director of Public Works whenever COMPANY intends to perform Work in a Village right-of-way on its Telecommunications Facilities. Unless there is a conflict concerning the scheduling of Village repairs, construction, or maintenance in the subject right-of-way(s), the Director of Public Works' permission shall not be unreasonably withheld.

- L. COMPANY shall, within ten (10) days after initial construction operations have been completed, or after repair, relocation, or removal of its Telecommunications Facilities or related appurtenances, grade and restore all areas disturbed or damaged by construction operations to a substantially equivalent condition that existed prior to work. Such restoration work shall be subject to appropriate weather conditions. All restoration and repair work shall be performed in accordance with the direction of the Director of Public Works.

In the event that COMPANY fails to properly restore the area described in its Permit that is subject to its Work, or repair any damage to areas outside of the areas subject to a Permit within twenty-one (21) days of the effective date of the written notice from the Village demanding the repair, the Village shall have the

right to take such action as it deems necessary to perform the restoration work or repair and to utilize the Security Fund required from COMPANY in accordance with Title 7, Chapter 9, Section 10 of the Morton Grove Municipal Code. If the costs and expenses incurred by the Village in performing the restoration and repair work exceed the amount of the Security Fund deposited with the Village, COMPANY shall be responsible for reimbursing the Village for the additional costs and expenses in excess of the amount deposited within ten (10) days of service of the Village's written demand of service.

- M. Inspections. The Village shall be entitled to charge reasonable plan check and inspection fees to recover the special nonrecurring inspection costs imposed by the construction or upgrade of COMPANY's Telecommunications Facilities.

Any fees or charges paid, so long as generally applicable to entities, including, but not limited to, like users of the public right of way and not discriminatory, shall be paid in addition to any Permit fees.

- N. Emergencies: The Village retains the right and responsibility to cut or remove any facilities located within the rights-of-way or public ways of the Village as the Village may determine to be necessary, appropriate, and useful in response to any public safety or health emergency in those situations where COMPANY is unable to relocate its facilities. In the instance of a public safety or health emergency, the Village shall have no obligation to reimburse COMPANY for the cost of restoration of the services or equipment provided by COMPANY in the rights-of-way or public ways. The Village shall notify COMPANY as soon as possible, but in no event more than eight (8) hours from the time that it has cut or removed any facilities located within the rights-of-way or public ways.

7. Relocation.

- A. From time to time, Village may request COMPANY to relocate its Telecommunications Facilities to accommodate Village projects for the benefit of the public good, or in response to emergencies. In such instances, COMPANY shall promptly relocate its Telecommunications Facilities at its sole cost and expense. COMPANY shall move or relocate its Telecommunications Facilities on a temporary basis, whenever the Village deems it necessary in conformance with the Village's proprietary rights or to address the public health, safety, and welfare. Except as otherwise required by the Village, COMPANY shall move or relocate

or cause the temporary removal or relocation of its Telecommunications Facilities in a workmanlike manner.

- B. In the event the Village requires COMPANY where it operates aerial facilities to relocate such aerial facilities underground, COMPANY shall participate in the planning for relocation of its aerial facilities, if any, contemporaneously with such users. COMPANY shall be reimbursed its relocation costs from public or private funds allocated for the project to the same extent as such funds are made available to other users of the rights-of-way or public property, if any, provided that any utility's exercise of authority granted under its tariff to charge consumers for the said utility's cost of the project that are not reimbursed by the Village shall not be considered to be public or private funds.
 - C. COMPANY shall not be required to relocate its facilities unless it has been afforded at least sixty (60) days' notice of the necessity to relocate its facilities. Within forty-five (45) days of receiving notice from the Village, COMPANY shall provide a written estimate of the cost associated with the work necessary to relocate its facilities. In instances where a third party is seeking the relocation of COMPANY's Telecommunications Facilities or where COMPANY is entitled to reimbursement pursuant to the preceding Section, COMPANY shall not be required to perform the relocation Work until it has received payment for the relocation Work, or in the case of Village requests, there is money obligated for such purposes.
8. Abandonment. In the event that the Village abandons, closes, or discontinues its use of the right-of-way where COMPANY has placed its Telecommunications Facilities, Village will reserve an easement that contains rights and uses equivalent to those contained in this Agreement, for the benefit of COMPANY. Conversely, upon abandonment of a facility within the rights of way of the Village, COMPANY shall notify the Village within ninety (90) days. Following receipt of such notice, the Village may direct COMPANY to remove all or any portion of the facility if the Village Engineer or the Director of Public Works determines that such removal will be in the best interest of the public health, safety, and welfare. In the event that the Village does not direct COMPANY to remove its Telecommunications Facilities, by giving notice of abandonment to the Village, COMPANY shall be deemed to consent to the alteration or removal of all or any portion of the facility by another utility or person.

9. Interruptions. The Village shall not be liable to COMPANY or its customers for any interruption of service to COMPANY or interference with the facilities arising in any manner relating to the Village's lawful operations in the rights-of-way.
10. Separate Agreement for Use of Poles for Small Wireless Facilities. COMPANY seeking use of the Village's Poles for installation of Small Wireless Facilities as defined by the Illinois Small Wireless Facilities Deployment Act (SWFDA), and regulations of the Federal Communications Commission, shall be subject to a separate pole attachment agreement to be negotiated between the Village and COMPANY. Fees established by such agreement shall be subject to the fee schedule established by SWFDA, as adopted by the Village, and by FCC regulations, where applicable.
11. Insurance. Insurance shall be furnished according to the requirements of the Municipal Code Title 7.
12. Indemnification. Indemnification shall conform to the requirements of the Municipal Code Title 7.
13. No Transfer or Assignment. During the term of this Agreement, COMPANY acknowledges and agrees that it may not transfer or assign this Agreement or any interest herein without the prior written consent of the Village. This Agreement may be assigned by COMPANY without consent to its parent organization, any subsidiary corporation, an affiliate, or to a successor-in interest. The parent organization, subsidiary corporation, affiliate, or successor-in interest first agrees, in writing, to be fully bound by this Agreement and its exhibits, and to assume all of COMPANY's obligations and liabilities hereunder, whether arising before or after the date of such assignment or transfer. The Village Administrator shall be notified of any assignment or transfer.
14. Non-Interference. COMPANY, in its performance and exercise of any of its authorizations and obligations under this Agreement or a Site Specific Permit, shall not obstruct or interfere in any manner with the Village right-of-ways, existing utility easements, private right-of-ways, sanitary sewers, sewer laterals, water mains, storm drains, gas mains, poles, aerial and underground electric, telephone, and cable television wires, multi-channel video surface facilities, and other existing telecommunications facilities, and utility and municipal property facilities without the express written approval of the Village or the other owners, including franchisees, of the affected property or properties. Written approvals of the owners or franchisees shall be provided to the Director of Public Works prior to the commencement of the installation of Telecommunications Facilities on an existing utility pole.

15. Village Facilities. The Village reserves the right to attach, install, maintain, replace, and enlarge Village Facilities and operate the same from time to time in such manners that will enable it to provide for public health, safety, and welfare. COMPANY acknowledges that certain public utilities provided by the Village, other units of government, and franchisees are essential public services, including, but not limited to, water, sanitary and stormwater services, and utilities necessary to provide heat.

16. Material Violations.

A. General: COMPANY shall comply with the requirements of this chapter and this Agreement at all times during the term of the Agreement.

B. Material Violations: If the Village has reason to believe that COMPANY has committed a material violation of this chapter or this Agreement, the Village may act to remedy the violation in accordance with the procedures set forth below. A material violation shall include:

1. Construction or operations in the Village or in a public right-of-way of the Village without a required permit, license or authorization.
2. Construction or operation at an unauthorized location.
3. Unauthorized transfer or assignment of this Agreement.
4. Material misrepresentation by or on behalf of COMPANY in any application to the Village or in any report or document required to be filed with the Village.
5. Failure to construct, complete, relocate or remove all or any part of COMPANY's Telecommunications Facilities as required by this Agreement.
6. Failure to pay taxes, fees, costs or penalties when and as due the Village.
7. Failure to file required documents with the Village.
8. Failure to deliver evidence of COMPANY's insurance coverage as specified in this Agreement.
9. Failure to file and maintain with the Village all required bonds or letters of credit.

10. Failure to establish and maintain the security fund required pursuant to this Agreement.
 11. Failure to restore any amount withdrawn from the security fund within the time specified under the Village right-of-way ordinance.
 12. Failure to comply with the material provisions of this Agreement.
- C. Notice of Material Violations: Written notice shall be given to COMPANY setting forth the nature of the material violation and a reasonable period of time for COMPANY to correct the violation. Unless the Village reasonably determines that the violation is of such a nature that a lesser period of time is warranted for remedying the violation, COMPANY shall be given thirty (30) days after receipt of such notice to remedy the violation.
- D. Answer to Notice of Violations: Within thirty (30) days, or such other period of time specified by the Village in its notice to COMPANY, COMPANY shall respond in writing to the Village:
1. That it contests the Village's notice of violation and requests an opportunity to be heard as provided herein. COMPANY shall submit supporting documentation with its response to the notice.
 2. That it contests the Village's notice of violation for the reasons that the violation was beyond the reasonable control of COMPANY and requests an opportunity to be heard as provided herein. COMPANY shall submit supporting documentation with its response to the notice.
 3. That COMPANY will remedy the violation within the time specified by the Village in its notice to COMPANY.
 4. If COMPANY contends that an extended period of time is reasonably needed to remedy the violation, it shall submit a written request for an extension, together with supporting documentation that COMPANY cannot reasonably remedy the violation within the time period specified by the Village in its notice to COMPANY. The Village shall not unreasonably deny an extension of time to remedy the violation. If the Village grants the extension, COMPANY shall proceed to remedy the violation within the extended time prescribed, provided that COMPANY

also informs the Village on a regular basis of the steps being taken to remedy the violation.

- E. **Public Hearing:** Unless the Village reasonably determines that the violation is of such a nature that a lesser period of time is warranted for remedying the violation, the Village shall give COMPANY not less than fourteen (14) calendar days written notice of the date, time and place of the public hearing to be held before the Village Administrator or his/her designee. The public hearing shall be on the record. A copy of the transcript shall be made available to COMPANY at its sole expense. At the public hearing, COMPANY shall be given an opportunity to state its position on the matter, present evidence, and question witnesses. The Village Administrator or his/her designee shall hear and determine the issues and render its findings and its decision in writing. If a hearing officer has been appointed by the Village, the hearing officer shall hear the relevant evidence and shall render a record of the administrative hearing and recommended findings and decision to the Village Administrator or his/her designee.
- F. **Determination:** If COMPANY fails to submit a written response to the Village's notice of violation as provided in subsection D of this section, or if COMPANY fails to remedy the violation within the time period specified by the Village in its notice to COMPANY, or any extensions thereto granted by the Village, or if the Village Administrator or his/her designee are persuaded after a hearing that COMPANY has committed a material violation as provided herein, the Village Administrator or his/her designee may, after giving COMPANY an opportunity to be heard:
1. Order COMPANY to remedy the violation within a reasonable period of time specified by the corporate authorities;
 2. Immediately terminate this Agreement and all rights granted herein.
 3. Impose any lesser sanction available at law or in equity, including declaratory or injunctive relief.

COMPANY may appeal such determination to any court with jurisdiction within thirty (30) days after receipt of the Village's determination.

17. Non-Renewal and Termination. If a new Agreement has not been executed by the parties by the expiration of the extension term and the parties do not otherwise agree in writing to renew, then COMPANY, at its option, shall either
- A. Remove COMPANY's Telecommunications Facilities from the Village's right-of-ways at its sole expense; or
 - B. Without cost or charge to the Village, abandon COMPANY's Telecommunications Facilities in place, but only if the Village first approves the proposed abandonment, in writing, including conditions applicable to the abandonment; or
 - C. Sell COMPANY's Telecommunications Facilities to a qualified third party subject to the Village's prior written approval, which will not be unreasonably withheld; or
 - D. Upon the occurrence of any circumstance set forth in this subsection, this Agreement shall be deemed terminated except as to the indemnification and hold harmless provisions which shall survive until all statutes of limitations and repose applicable to a casualty occurring during the license term have expired.

Except as otherwise provided herein, the Village may terminate this Agreement for cause, as defined hereinabove, upon thirty (30) days written notice sent by the Village to COMPANY. In this event, the Village may exercise its legal rights and/or equitable remedies either under this Agreement or by any other means that may be provided in law or in equity, including the right, without limitation, to recover any other uncollected fees that would be due and payable to the Village by COMPANY if this Agreement had not been terminated during the initial or extension term, as well as reasonable costs, including attorneys' fees, incurred in the termination process. In addition to all other remedies provided above, COMPANY shall pay all reasonable costs, including attorney's fees, incurred by the Village pursuant to this Section 17.

18. Police Powers. Nothing in this Agreement shall be construed as an abrogation by the Village of any of its police powers to adopt and enforce generally applicable ordinances deemed necessary for the health, safety, and welfare of the public, and COMPANY shall comply with all generally applicable laws and ordinances enacted by the Village pursuant to such police power.

19. Reservation of Authority. Nothing in this Agreement shall (A) abrogate the right of the Village to perform any public works or public improvements of any description. (B) be construed as a waiver of any codes or ordinances of general applicability promulgated by the Village, or (C) be construed as a waiver or release of the rights of the Village in and to the public rights-of-way or public property.
20. Remedies Not Exclusive. In addition to the remedies set forth in this Agreement, COMPANY acknowledges the Village's ability pursuant to this Agreement and the ROW Code Provisions, as amended, to enforce COMPANY's compliance with the ROW Code Provisions. Notwithstanding the foregoing, nothing in this Agreement shall be interpreted to permit the Village to exercise such rights and remedies in a manner that permits duplicative recovery from, or payments by, COMPANY. Such remedies may be exercised from time to time and as often and in such order as may be deemed expedient by the Village.
21. No Warranty. There are no representations or warranties, express or implied, other than as expressly set forth or referred to herein and, in particular, neither Party makes any warranties to each other nor any other Entity, whether express, implied or statutory, as to the description, condition, quality, or fitness for any purpose of any services or information provided hereunder or described herein, or as to any other matter all of which warranties are hereby excluded and specifically disclaimed.

22. Notices. All notices herein provided for shall be sent by: (A) prepaid registered mail, return receipt requested, addressed to the parties; or (B) by electronic mail (“e-mail”) transmission. Such notices shall be addressed to the parties as follows:

To The Village:

Village of Morton Grove
Attn: Village Administrator
6101 Capulina Avenue
Morton Grove, Illinois 60053

With Copy To: Village of Morton Grove
Attn: Village Attorney
6101 Capulina Avenue
Morton Grove, Illinois 60053

To COMPANY:

Ezee Fiber Texas, LLC
Attn: Government Affairs
5959 Corporate Dr., Ste 2000
Houston, Texas 77036

With Copy To: legal@ezeefiber.com
Attn: Legal
5959 Corporate Dr., Ste 2000
Houston Texas, 77036

23. Taxes. Nothing contained in this Agreement shall be construed to exempt COMPANY from any fee, tax, property tax levy, or assessment which is, or may be hereafter lawfully imposed, and COMPANY shall be responsible for the payment of any taxes lawfully assessed relative to its use of the Village’s rights-of-way or public property for the operation of its Telecommunications Facilities.
24. Severability. If any provision of this Agreement is held invalid for any reason, such invalidation shall not affect other provisions of this Agreement which can be given effect without the invalid provisions. To this end, the provisions of this Agreement are to be severable.
25. Amendment and Waiver. This Agreement may not be amended except pursuant to a written instrument signed by the parties. Either party’s failure to enforce any provision of this Agreement shall not be deemed a waiver of its right to enforce the provision in the future.

26. Representations and Warranties. COMPANY represents and warrants to the Village that:
- A. COMPANY is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its formation.
 - B. COMPANY has all approvals, authorizations, certifications, licenses, and franchises required by the State of Illinois, the Federal Communications Commission, and/or any other agency authorized to approve COMPANY's telecommunications services.
 - C. COMPANY is not aware of any facts or circumstances that would call into doubt the continuing validity of any such approvals, authorizations, certifications, licenses, or franchises.
 - D. There is not pending or, to COMPANY's knowledge, threatened against COMPANY or its parent corporation, any of its subsidiaries or affiliates, any legal or administrative proceedings that could materially and adversely affect the validity of such licenses, authorizations, or franchises, or that could materially and adversely affect its ability to perform its obligations under this Agreement.
27. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be original, but all of which together shall constitute one and the same instrument.
28. Exhibits. As of the effective date, all exhibits referred to in this Agreement and any addenda, attachments, and schedules which may, from time to time, are referred to and any executed amendments to this Agreement, are incorporated by reference, and shall be considered to be a part of this Agreement.
29. Successors and Assigns. This Agreement shall be binding and shall inure to the benefit of the parties and their successors and assigns.
30. No Third-Party Beneficiaries. Nothing in this Agreement is intended to confer third-party beneficiary status on any person, individual, corporation, or member of the public to enforce the terms of this Agreement.
31. Entire Agreement. This Agreement contains the entire agreement for the use of the Village rights-of-way by COMPANY and supersedes and replaces all prior negotiations, discussions, agreements, or statements made, written or oral.

32. Recording of Agreement. Neither party shall record this Agreement without the signatures of the Mayor and the duly authorized signatory for COMPANY.
33. Force Majeure. COMPANY shall not be held in default under, or in non-compliance with, the provisions of this Agreement, nor suffer any enforcement or penalty relating to noncompliance or default (including termination of this Agreement), where such noncompliance or alleged defaults occurred or were caused by events related to a Force Majeure as defined hereinabove, or failure of utility service necessary to operate its Telecommunications Facilities, or governmental, administrative or judicial order or regulation or other event that is reasonably beyond COMPANY's ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which COMPANY's cable or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary. Noncompliance or default shall be corrected within a reasonable amount of time after Force Majeure has ceased.
34. Attorneys' Fees. In the event that there is litigation under this Agreement and the Village substantially prevails, the Village will be entitled to reimbursement of its own costs and expenses, including without limitation, reasonable attorneys' and expert witness fees.
35. Time is of the Essence. Whenever this Agreement sets forth any time for any action to be performed by or on behalf of COMPANY, such time shall be deemed to be of the essence, and any failure of COMPANY to perform within the time allotted, unless otherwise agreed to by the Village or provided for herein, shall be sufficient grounds for the Village to impose violation penalties in accordance with Section 16 of this Agreement pursuant to the procedures herein. If the time in which an act is to be performed falls on a Saturday, Sunday, or any holiday observed by the Village, the time for performance shall be extended to the following business day.
36. Headings and Captions. The headings and captions of sections throughout this Agreement are intended solely to facilitate reading and reference to the sections and provisions of this Agreement. Such headings and captions shall not affect the meaning or interpretation of this Agreement.
37. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to its conflict of laws provisions. Venue and jurisdiction for any and all disputes related in any manner to this Agreement shall be in the Circuit Court of Cook County, Illinois or in the United States District Court for the District of Northern Illinois.

37. Signatures.

For the Village:

VILLAGE OF MORTON GROVE, an Illinois Municipal Corporation

BY:

Name: Janine Witko

Title: Mayor

ATTEST:

Village Clerk

DATE:

For COMPANY:

Ezee Fiber Texas, LLC, a Delaware Limited Liability Company

BY: 

Name: Garner Duncan

Title: SVP, Government Affairs

ATTEST: 

Ezee Fiber, Legal Department

DATE: 07/11/2025

EXHIBIT A

Description of COMPANY's Telecommunications Facilities

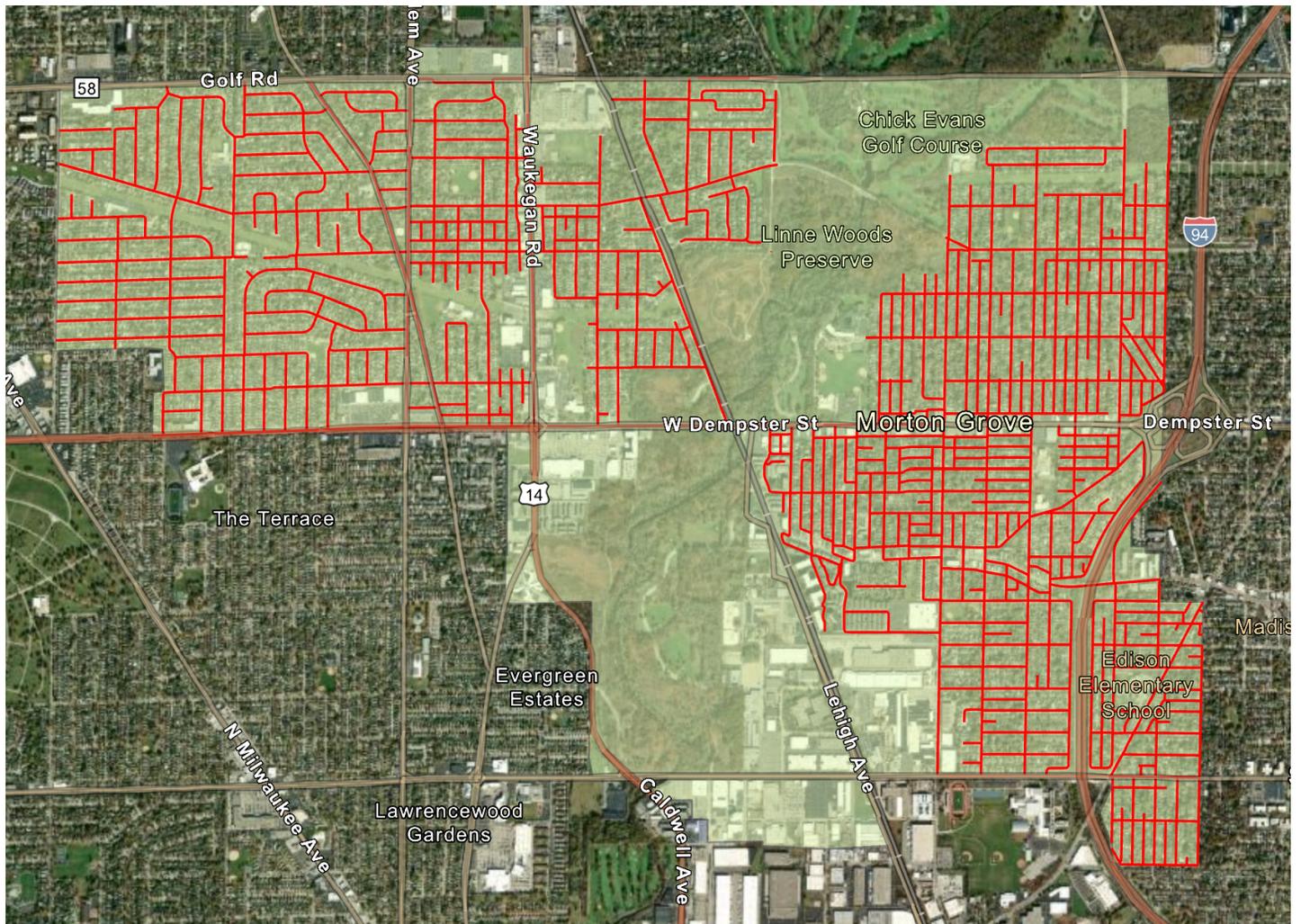
Ezee Fiber intends to build a fiber optic network across the entire Village of Morton Grove for all residents, businesses, cell towers, schools, government buildings, health care facilities, and bandwidth-intensive businesses. Accordingly, we would like to request that the authorized Telecommunications Use Agreement area encompasses the entire jurisdiction of the Village. Proposed services include telecommunications, private lines, and Internet access. At this time, there are no plans to provide cable service.

EXHIBIT B

Proposed Work, Location Maps and Deployment of COMPANY's Telecommunications Facilities

We have enclosed a phased build map of the village. This map has been marked as "CONFIDENTIAL," and we request that the village maintain it as confidential to the greatest extent permissible under law. We will utilize underground construction and install new fiber in newly placed conduits. Ezee Fiber looks forward to working with the Village's permitting department to finalize construction details.

The red lines represent approximate routes we would take to deliver fiber to the home. This is around 475K feet.



Legislative Summary

Resolution 25-61

AUTHORIZING A CONTRACT WITH CHICAGOLAND PAVING CONTRACTORS, INC. OF LAKE ZURICH, ILLINOIS FOR THE 2025 STREET IMPROVEMENT PROGRAM

Introduction:	August 12, 2025
Purpose:	To authorize the Village Administrator to execute a contract with Chicagoland Paving Contractors, Inc., of Lake Zurich, Illinois, for the 2025 Street Improvement Program.
Background:	The Village has an annual program to rehabilitate asphalt streets. The 2025 program includes resurfacing Cameron Lane from Church Street to Beckwith Road. The Department of Public Works and Ciorba Group, Inc. developed contract documents. Bids were solicited on the Village website for twelve business days. Twenty-three entities downloaded the contract documents. An addendum was issued on July 30, 2025. Five bids were received and opened on August 4, 2025. The bid tabulation is attached as Exhibit "A". Chicagoland Paving Contractors, Inc., submitted the lowest bid and is qualified to perform this work. This contract must conform to the requirements of the Prevailing Wage Act.
Departs Affected	Department of Public Works
Fiscal Impact:	\$79,500
Source of Funds:	2025 Enterprise Fund Account Numbers 40-50-33-57-2020
Workload Impact:	The Department of Public Works will oversee the management and implementation of the project as part of its regular 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
Prepared by: Chris Tomich, Village Engineer

RESOLUTION 25-61

AUTHORIZING A CONTRACT WITH CHICAGOLAND PAVING CONTRACTORS, INC., OF LAKE ZURICH, ILLINOIS, FOR THE 2025 STREET IMPROVEMENT 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, a street improvement program is necessary to maintain asphalt streets; and

WHEREAS, the 2025 Street Improvement Program was developed to include the resurfacing Cameron Lane from Church Street to Beckwith Road; and

WHEREAS, a 500-foot segment of water main on Cameron Lane between Church Street and Beckwith Road was replaced in 2024 and all trenches were restored with pavement patches with the intention of resurfacing the 700-foot segment in 2025; and

WHEREAS, the Department of Public Works and Ciorba Group, Inc., developed contract documents for these improvements; and

WHEREAS, the Department of Public Works advertised on the Village websites beginning July 18, 2025, inviting bids on “2025 Street Improvement Program”; and

WHEREAS, twenty-three (23) entities downloaded contract documents; and

WHEREAS, five (5) bids were received, publicly opened, and read at the Public Works Facility at 10:00 a.m. on August 4, 2025, with the bid results shown in Exhibit “A”; and

WHEREAS, Chicagoland Paving Contractors, Inc., submitted the lowest bid for Cameron Lane in the amount of \$79,500.00; and

WHEREAS, funding is available for this work in the 2025 Adopted Budget Enterprise Fund Account Number 40-50-33-57-2020; and

WHEREAS, Chicagoland Paving Contractors, Inc., has satisfactorily performed work for the Village on the street patching program and is qualified to perform this work; and

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

WHEREAS, the Village Administrator recommends accepting the bid of Chicagoland Paving Contractors, Inc. for the work on Cameron Lane in the amount of \$79,500.00.

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

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

SECTION 2: The Corporate Authorities accept the bid of Chicagoland Paving Contractors, Inc., of Lake Zurich, Illinois.

SECTION 3: The Village Administrator is hereby authorized to execute a contract with Chicagoland Paving Contractors, Inc. for the 2025 Street Improvement Program in the amount of \$79,500.00.

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 Chicagoland Paving Contractors, Inc.

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

Passed this 12th day of August 2025

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

Approved by me this 12th day of August 2025

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

Attested and Filed in my office this
13th day of August 2025

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

Exhibit "A"

Village of Morton Grove, Cook County, Illinois

2025 Street Improvement Program

Bid Tabulation - Cameron Lane from Church Street to Beckwith Road

Bid Opening: August 4, 2025 10:00 a.m.

				Engineer's Estimate		Chicagoland Paving Contractors Inc. 225 Tesler Road Lake Zurich, IL 60047		M&J Asphalt Paving Co., Inc. 3124 S. 60th Ct. Cicero, IL 60804		McGill Construction LLc 21227 S. 80th Ave. Frankfort, IL 60423	
PAY ITEM	PAY ITEM DESCRIPTION	UNIT	QUANTIT Y	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST
20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	5	\$50.00	\$250.00	\$20.00	\$100.00	\$278.30	\$1,391.50	\$360.29	\$1,801.45
30300001	AGGREGATE SUBGRADE IMPROVEMENT	CU YD	5	\$40.00	\$200.00	\$20.00	\$100.00	\$321.30	\$1,606.50	\$18.01	\$90.05
40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	1200	\$1.00	\$1,200.00	\$0.01	\$12.00	\$0.01	\$12.00	\$0.01	\$12.00
40600370	LONGITUDINAL JOINT SEALANT	FOOT	719	\$9.00	\$6,471.00	\$15.25	\$10,964.75	\$9.10	\$6,542.90	\$10.81	\$7,772.39
40600982	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	51	\$25.00	\$1,275.00	\$25.00	\$1,275.00	\$5.45	\$277.95	\$18.01	\$918.51
40603200	POLYMERIZED HOT-MIX ASPHALT BINDER COURSE, IL-4.75, N	TON	108	\$165.00	\$17,820.00	\$125.00	\$13,500.00	\$133.05	\$14,369.40	\$182.10	\$19,666.80
40604060	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	218	\$145.00	\$31,610.00	\$110.00	\$23,980.00	\$116.65	\$25,429.70	\$148.99	\$32,479.82
44000158	HOT-MIX ASPHALT SURFACE REMOVAL, 2 1/4"	SQ YD	2522	\$7.50	\$18,915.00	\$4.25	\$10,718.50	\$4.90	\$12,357.80	\$4.39	\$11,071.58
44201709	CLASS D PATCHES, TYPE III, 5 INCH	SQ YD	60	\$77.00	\$4,620.00	\$28.50	\$1,710.00	\$105.05	\$6,303.00	\$60.04	\$3,602.40
44201711	CLASS D PATCHES, TYPE IV, 5 INCH	SQ YD	61	\$62.00	\$3,782.00	\$28.50	\$1,738.50	\$109.40	\$6,673.40	\$60.04	\$3,662.44
60406100	FRAMES AND LIDS, TYPE 1, CLOSED LID	EACH	1	\$650.00	\$650.00	\$625.00	\$625.00	\$1,437.50	\$1,437.50	\$900.72	\$900.72
70102620	TRAFFIC CONTROL AND PROTECTION, STANDARD 701501	L SUM	1	\$4,500.00	\$4,500.00	\$9,297.25	\$9,297.25	\$7,840.05	\$7,840.05	\$6,600.00	\$6,600.00
70300100	SHORT TERM PAVEMENT MARKING	FOOT	469	\$1.00	\$469.00	\$1.00	\$469.00	\$4.05	\$1,899.45	\$6.00	\$2,814.00
70300150	SHORT TERM PAVEMENT MARKING REMOVAL	SQ FT	235	\$1.00	\$235.00	\$1.00	\$235.00	\$6.05	\$1,421.75	\$15.01	\$3,527.35
78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	190	\$2.50	\$475.00	\$5.00	\$950.00	\$6.00	\$1,140.00	\$4.20	\$798.00
78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	70	\$3.50	\$245.00	\$10.00	\$700.00	\$9.00	\$630.00	\$14.41	\$1,008.70
Z0018400	DRAINAGE STRUCTURES TO BE ADJUSTED	EACH	1	\$850.00	\$850.00	\$625.00	\$625.00	\$1,437.50	\$1,437.50	\$1,381.11	\$1,381.11
X6030310	FRAMES AND LIDS TO BE ADJUSTED (SPECIAL)	EACH	1	\$1,300.00	\$1,300.00	\$2,500.00	\$2,500.00	\$1,437.50	\$1,437.50	\$1,381.11	\$1,381.11
CORRECTED TOTAL PROPOSAL AMOUNT						\$94,867.00		\$79,500.00		\$92,369.90	\$99,488.43
AS-READ PROPOSAL AMOUNT								\$79,500.00		\$92,369.90	\$99,488.43

Apparent Low Bidder: Chicagoland Paving Contractors Inc.
Apparent Low Bid Amount: \$79,500.00
Engineer's Estimate of Cost: \$94,867.00
Difference: -\$15,367.00

Exhibit "A"

Village of Morton Grove, Cook County, Illinois
 2025 Street Improvement Program
 Bid Tabulation - Cameron Lane from Church Street to Beckwith Road
 Bid Opening: August 4, 2025 10:00 a.m.

				Engineer's Estimate		Peter Baker & Son Co. 1349 Rockland Rd. Lake Bluff, IL 60044		A Lamp Concrete Contractors, Inc. 1900 Wright Blvd. Schaumburg, IL 60193	
PAY ITEM	PAY ITEM DESCRIPTION	UNIT	QUANTIT Y	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST
20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	5	\$50.00	\$250.00	\$70.00	\$350.00	\$150.00	\$750.00
30300001	AGGREGATE SUBGRADE IMPROVEMENT	CU YD	5	\$40.00	\$200.00	\$84.00	\$420.00	\$150.00	\$750.00
40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	1200	\$1.00	\$1,200.00	\$4.00	\$4,800.00	\$0.01	\$12.00
40600370	LONGITUDINAL JOINT SEALANT	FOOT	719	\$9.00	\$6,471.00	\$13.77	\$9,900.63	\$14.00	\$10,066.00
40600982	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	51	\$25.00	\$1,275.00	\$1.00	\$51.00	\$21.50	\$1,096.50
40603200	POLYMERIZED HOT-MIX ASPHALT BINDER COURSE, IL-4.75, N	TON	108	\$165.00	\$17,820.00	\$181.00	\$19,548.00	\$158.00	\$17,064.00
40604060	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	218	\$145.00	\$31,610.00	\$122.00	\$26,596.00	\$112.00	\$24,416.00
44000158	HOT-MIX ASPHALT SURFACE REMOVAL, 2 1/4"	SQ YD	2522	\$7.50	\$18,915.00	\$6.80	\$17,149.60	\$5.65	\$14,249.30
44201709	CLASS D PATCHES, TYPE III, 5 INCH	SQ YD	60	\$77.00	\$4,620.00	\$105.00	\$6,300.00	\$79.00	\$4,740.00
44201711	CLASS D PATCHES, TYPE IV, 5 INCH	SQ YD	61	\$62.00	\$3,782.00	\$105.00	\$6,405.00	\$78.00	\$4,758.00
60406100	FRAMES AND LIDS, TYPE 1, CLOSED LID	EACH	1	\$650.00	\$650.00	\$420.00	\$420.00	\$650.00	\$650.00
70102620	TRAFFIC CONTROL AND PROTECTION, STANDARD 701501	L SUM	1	\$4,500.00	\$4,500.00	\$9,843.19	\$9,843.19	\$31,000.00	\$31,000.00
70300100	SHORT TERM PAVEMENT MARKING	FOOT	469	\$1.00	\$469.00	\$0.50	\$234.50	\$1.00	\$469.00
70300150	SHORT TERM PAVEMENT MARKING REMOVAL	SQ FT	235	\$1.00	\$235.00	\$0.01	\$2.35	\$1.00	\$235.00
78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	190	\$2.50	\$475.00	\$9.05	\$1,719.50	\$8.00	\$1,520.00
78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	70	\$3.50	\$245.00	\$22.00	\$1,540.00	\$12.00	\$840.00
Z0018400	DRAINAGE STRUCTURES TO BE ADJUSTED	EACH	1	\$850.00	\$850.00	\$1,606.00	\$1,606.00	\$850.00	\$850.00
X6030310	FRAMES AND LIDS TO BE ADJUSTED (SPECIAL)	EACH	1	\$1,300.00	\$1,300.00	\$3,912.00	\$3,912.00	\$1,350.00	\$1,350.00
CORRECTED TOTAL PROPOSAL AMOUNT						\$94,867.00		\$110,797.77	\$114,815.80
AS-READ PROPOSAL AMOUNT								\$110,797.77	\$114,815.80

Apparent Low Bidder: Chicagoland Paving Contractors Inc.
Apparent Low Bid Amount: \$79,500.00
Engineer's Estimate of Cost: \$94,867.00
Difference: -\$15,367.00

Legislative Summary

Resolution 25-62

AUTHORIZING A CONTRACT WITH GLOBE CONSTRUCTION COMPANY, INC. OF ADDISON, ILLINOIS, FOR THE 2025 CONCRETE REPLACEMENT PROGRAM – CONTRACT B

Introduction:	August 12, 2025
Purpose:	To authorize the Village Administrator to execute a contract with Globe Construction Company, Inc., of Addison, Illinois, for the 2025 Concrete Replacement Program – Contract B.
Background:	Concrete curbs, pavements, and sidewalks are repaired throughout the Village as part of the annual concrete replacement program. Resolution 25-20, approved April 8, 2025, awarded a contract to Globe Construction Company, Inc., for the 2025 Concrete Replacement Program in an amount not to exceed \$300,670.00. The amount of the contract used for utility repairs and pavement patches exceeded planned quantities, reducing the available funding within the contract for replacing deteriorated sidewalks. The budgeted funds significantly exceeded the awarded contract amount. A considerable amount of deteriorated concrete remains unaddressed, and additional restoration may be needed for utility repairs by the end of the year. In order to make greater progress on deteriorated sidewalk panels and to be ready for future utility repairs, the Department of Public Works advertised on the Village’s website starting July 21, 2025, inviting bids on the “2025 Concrete Replacement Program – Contract B.” Four (4) bids were received, publicly opened, and read at the Public Works Facility on August 1, 2025, with the bid tabulation included in Exhibit “A.” Globe Construction Company, Inc., submitted the lowest bid of \$127,030.00, which was \$21,800 less than the unobligated funding. Staff recommends increasing the contract amount by ten percent (10%) to \$139,733.00 in order to better utilize the budgeted funds. However, since the bid amount is based on unit pricing, the final contract price will be based on the number of units the Village determines. This contract must comply with the requirements of the Prevailing Wage Act.
Departs Affected	Department of Public Works
Fiscal Impact:	\$139,733.00
Source of Funds:	2025 General Fund Account Numbers 02-50-17-55-2290 and 40-50-33-55-2230
Workload Impact:	The Department of Public Works will manage and implement the project as part of their regular 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
Prepared by: Chris Tomich, Village Engineer

RESOLUTION 25-62

AUTHORIZING A CONTRACT WITH GLOBE CONSTRUCTION COMPANY, INC., OF ADDISON, ILLINOIS FOR THE 2025 CONCRETE REPLACEMENT PROGRAM – CONTRACT B

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

WHEREAS, the Department of Public Works repairs concrete curb, pavements, and sidewalks through an annual concrete replacement program; and

WHEREAS, Resolution 25-20, approved April 8, 2025, awarded a contract to Globe Construction Company, Inc., for the 2025 Concrete Replacement Program in an amount not to exceed \$300,670.00; and

WHEREAS, the amount of the contract used for restoration of utility repairs and pavement patches exceeded planned quantities that reduced available funding for deteriorated sidewalk replacement; and

WHEREAS, the budgeted funds substantially exceeded the contract amount; and

WHEREAS, a significant amount of deteriorated concrete remains unaddressed and there may be additional restoration needed for utility repairs before the end of the year; and

WHEREAS, in order to make progress on the deteriorated sidewalk panels and to be able to restore future utility repairs, the Department of Public Works advertised on the Village's website beginning July 21, 2025, inviting bids on the "2025 Concrete Replacement Program – Contract B"; and

WHEREAS, eighteen (18) entities, contractors, or suppliers obtained the bidding materials; and

WHEREAS, four (4) bids were received, publicly opened, and read at the Public Works Facility at 10:00 a.m. on August 1, 2025, with the bid tabulation included in Exhibit "A"; and

WHEREAS, Globe Construction Company, Inc., submitted the lowest bid with a bid amount of \$127,030.00; and

WHEREAS, the bid of Globe Construction Company, Inc., is \$21,800 less than the unobligated funding for Village-wide concrete replacement work in the 2025 Adopted Budget General Fund Account Number 02-50-17-55-2290 and Enterprise Fund Account Number 40-50-33-55-2230; and

WHEREAS, Globe Construction Company, Inc., has performed satisfactorily for the 2025 Concrete Replacement Program and has the capacity to complete the work included in this contract; and

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

WHEREAS, the amount of deteriorated concrete in the Village exceeds the budgeted funding;
and

WHEREAS, the Department of Public Works recommends increasing the amount of work to be completed by an additional ten percent (10%) to \$139,733.00 in order to more fully utilize the budgeted funding.

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 \$127,030.00.

SECTION 3: The Village Administrator is hereby authorized to execute a contract with Globe Construction Company, Inc., for the 2025 Concrete Replacement Program – Contract B consistent with its bid and for a contract amount not to exceed \$139,733.00.

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 12th day of August 2025

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

Approved by me this 12th day of August 2025

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

Attested and Filed in my office this
13th day of August 2025

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

Village of Morton Grove, Cook County, Illinois
 2025 Concrete Replacement Program - Contract B

Exhibit "A"

Bid Tabulation

Bid Opening: August 1, 2025 11:00 am

				Engineer's Estimate		Globe Construction Company, Inc. 1781 W. Armitage Court Addison, IL 60101		Schroeder & Schroeder, Inc. 7306 Central Park Skokie, IL 60076		Nardulli Construction Company, inc. 3735 N. Pontiac Ave. Chicago, IL 60634		Alliance Contractors Inc. 1166 Lake Avenue Woodstock, IL 60098	
PAY ITEM	PAY ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST
1	CONCRETE DRIVEWAY APRON REMOVAL & REPLACEMENT	SQ YD	150	\$110.00	\$16,500.00	\$78.00	\$11,700.00	\$100.00	\$15,000.00	\$145.00	\$21,750.00	\$304.75	\$45,712.50
2	PORTLAND CEMENT CONCRETE SIDEWALK 5-INCH	SQ FT	250	\$13.00	\$3,250.00	\$9.00	\$2,250.00	\$14.00	\$3,500.00	\$15.00	\$3,750.00	\$15.00	\$3,750.00
3	DETECTABLE WARNING TILES	SQ FT	80	\$40.00	\$3,200.00	\$21.00	\$1,680.00	\$30.00	\$2,400.00	\$35.00	\$2,800.00	\$75.00	\$6,000.00
4	CONCRETE SIDEWALK REMOVAL & REPLACEMENT	SQ FT	5000	\$13.00	\$65,000.00	\$10.95	\$54,750.00	\$14.00	\$70,000.00	\$15.10	\$75,500.00	\$29.75	\$148,750.00
5	COMBINATION CONCRETE CURB & GUTTER REMOVAL & REPLACEMENT	FOOT	350	\$45.00	\$15,750.00	\$51.00	\$17,850.00	\$60.00	\$21,000.00	\$58.00	\$20,300.00	\$127.45	\$44,607.50
6	SIDEWALK REMOVAL WITH RESTORATION	SQ FT	250	\$7.00	\$1,750.00	\$4.00	\$1,000.00	\$5.00	\$1,250.00	\$10.00	\$2,500.00	\$18.50	\$4,625.00
7	HMA DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT, 3"	SQ YD	30	\$90.00	\$2,700.00	\$80.00	\$2,400.00	\$40.00	\$1,200.00	\$80.00	\$2,400.00	\$170.00	\$5,100.00
8	CLASS B PATCHES, 8"	SQ YD	300	\$135.00	\$40,500.00	\$98.00	\$29,400.00	\$120.00	\$36,000.00	\$150.00	\$45,000.00	\$392.55	\$117,765.00
9	CLASS D PATCHES, 4"	SQ YD	80	\$90.00	\$7,200.00	\$75.00	\$6,000.00	\$60.00	\$4,800.00	\$100.00	\$8,000.00	\$160.00	\$12,800.00
CORRECTED TOTAL PROPOSAL AMOUNT					\$155,850.00		\$127,030.00		\$155,150.00		\$182,000.00		\$389,110.00
AS-READ PROPOSAL AMOUNT							\$127,030.00		\$155,150.00		\$182,000.00		\$389,110.00

Apparent Low Bidder: Globe Construction Company, Inc.
Apparent Low Bid Amount: \$127,030.00
Engineer's Estimate of Cost: \$155,850.00
Difference: -\$28,820.00

Legislative Summary

Resolution 25-63

**AUTHORING AN AMENDMENT TO THE APPROPRIATION OF MOTOR FUEL TAX FUNDS FOR
CENTRAL AVENUE RESURFACING (MFT SECTION 24-00113-00-RS)**

Introduction:	August 12, 2025
Purpose:	To authorize the Village Clerk to amend the appropriated amount of Motor Fuel Tax (MFT) funds for Central Avenue to be resurfaced as part of the 2025 Arterial Street Improvement Program.
Background:	<p>Resolution 25-22, approved on April 8, 2025, appropriated \$600,000 of Motor Fuel Tax (MFT) funds for the resurfacing of Central Avenue from Dempster Street to Golf Road. The Village's expenses are estimated to be \$684,456 based upon the construction bid and engineering contract amounts. Additionally, construction or engineering costs may increase during the project that are forecasted to be as high as \$50,000. The total estimated expenses are \$734,456.</p> <p>The Illinois Department of Transportation (IDOT) distributes the MFT being used for the Village's cost share of the project, so the project development must follow IDOT rules. IDOT requires the Village to appropriate funding for the Village's the work. The appropriation needs to meet or exceed the Village's estimated expenses. Exhibit "A" increases the appropriation by \$134,456.</p>
Departs Affected	Department of Public Works and Finance Department
Fiscal Impact:	\$734,456, of which \$80,618 is estimated to be reimbursed by IDOT for construction engineering
Source of Funds:	2025 Motor Fuel Tax Account Numbers 03-50-60-55-2290 and 03-50-60-57-3300
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: Zoe Heidom, Assistant Village Administrator
Reviewed by: Mike Lukich, Director of Public Works
Prepared by: Chris Tomich, Village Engineer

RESOLUTION 25-63

AUTHORING AN AMENDMENT TO THE APPROPRIATION OF MOTOR FUEL TAX FUNDS FOR CENTRAL AVENUE RESURFACING (MFT SECTION 24-00113-00-RS)

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 segment of Central Avenue from Dempster Street to Golf Road is in need of resurfacing; and

WHEREAS, Resolution 25-22, approved on April 8, 2025, appropriated \$600,000 of Motor Fuel Tax (MFT) funds for the resurfacing of Central Avenue from Dempster Street to Golf Road based upon estimated construction and engineering expenses; and

WHEREAS, the Village was awarded federal funding for approximately eighty percent (80%) of the construction and engineering cost to resurface this segment; and

WHEREAS, federal funding requires the Village to pay for the balance; and

WHEREAS, the Illinois Department of Transportation (IDOT) pays all construction costs, and the Village reimburses IDOT for the Village's share of construction costs; and

WHEREAS, the lowest construction bid amount is \$1,669,904.00; and

WHEREAS, the Village pays all engineering costs, and IDOT reimburses the Village for IDOT's share of engineering cost; and

WHEREAS, Resolution 25-31, approved on April 22, 2025, authorized a contract with Primera Engineers to provide construction engineering services for Central Avenue resurfacing in the amount of \$100,772.00, of which \$80,617.60 is estimated to be reimbursed by IDOT; and

WHEREAS, the Village's expenses are estimated to be \$684,456 based upon the construction bid and engineering contract amounts; and

WHEREAS, construction or engineering costs may increase during the project that are forecasted to be as high as \$50,000; and

WHEREAS, the Village's total estimated expenses are \$734,456 and the total estimated revenue based upon reimbursement is \$80,617.60; and

WHEREAS, IDOT requires the Village to appropriate funding for the Village's estimated cost of the work using IDOT forms; and

WHEREAS, the appropriation amount authorized by Resolution 25-31 needs a supplemental amount added to meet or exceed the total estimated expenses; and

WHEREAS, the Department of Public Works staff recommends obligating \$734,456 in MFT funds for the Village's share of this work; and

WHEREAS, Exhibit "A" is a form titled "Resolution for Improvement Under the Illinois Highway Code" (BLR 09110) and would appropriate a supplemental amount of \$134,456 to the \$600,000 amount appropriated in Resolution 25-22.

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

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

SECTION 2: The Corporate Authorities hereby approve the appropriation of a supplemental sum of One Hundred Thirty-Four Thousand Four Hundred Fifty-Six and 00/100 Dollars (\$134,456.00) for the improvement set forth in Exhibit "A" from the Village's allotment of Motor Fuel Tax funds.

SECTION 3: The Corporate Authorities hereby approve, and the Village Clerk is hereby authorized to execute the form titled "Resolution for Improvement Under the Illinois Highway Code" (BLR 09110).

SECTION 4: The Village Administrator or his designee is hereby directed to transmit certified copies of executed form titled "Resolution for Improvement Under the Illinois Highway Code" (BLR 09110) to the Regional Engineer's District Office of the Illinois Department of Transportation in Schaumburg, Illinois for approval and make any substantive revisions required to obtain such approval.

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

Passed this 12th day of August 2025

Trustee Khan

Trustee Minx

Trustee Shiba

Trustee Thill

Trustee Travis

Trustee White

Approved by me this 12th day of August 2025

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

Attested and Filed in my office this
13th day of August 2025

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



Exhibit "A"

Resolution for Improvement Under the Illinois Highway Code

Is this project a bondable capital improvement?

Yes No

Resolution Type	Resolution Number	Section Number
Supplemental	25-	24-00113-00-RS

BE IT RESOLVED, by the President and Board of Trustees of the Village of Morton Grove Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract.

Morton Grove Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract.

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
Central Avenue	0.96	FAU 2794	Dempster Street	Golf Road

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

The work consists of furnishing all labor, materials, equipment, and other incidentals necessary for the completion of pavement removal, hot-mix asphalt surface removal, combination curb and gutter removal and replacement, sidewalk removal, subbase granular material, polymerized hot-mix asphalt binder, hot-mix asphalt surface course, hot-mix asphalt driveways, Portland cement concrete sidewalk, detectable warnings, class D patches, pavement markings, and other incidental and miscellaneous items of work.

2. That there is hereby appropriated the sum of One Hundred Thirty-Four Thousand Four Hundred Fifty-Six and 00/100

Dollars (\$134,456.00) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Eileen Scalan Harford Village Clerk in and for said Village

of Morton Grove in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

President and Board of Trustees of Morton Grove at a meeting held on August 12, 2025.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 13th day of August 2025.

(SEAL, if required by the LPA)

Clerk Signature & Date

[Signature box for Clerk]

Approved

Regional Engineer Signature & Date
Department of Transportation

[Signature box for Regional Engineer]