



**VILLAGE BOARD OF TRUSTEES
REGULAR MEETING NOTICE/AGENDA
SEPTEMBER 9, 2025, 7:00 PM**

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

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

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Approval of Minutes**
 - a. Regular Meeting – August 26, 2025
5. **Special Reports**
 - a. Illinois Traffic Safety Challenge Award presented by Paul Rizzo, Illinois Department Law Enforcement Liaison
 - b. Alliance Against Intoxicated Motorists Certificates of Appreciation, presented by Chief of Police Michael Weitzel
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**
 - a. Proclamation: US Constitution Week

b. Proclamation: National Preparedness Month

c. Appointment

Stefan Johnson – Police Pension Board

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

11. **Staff Report**

a. **Village Administrator**

1) **Request for Motion to Reconsider Resolution 25-67** Authorizing a Purchase Agreement with Federal Signal Corporation for an Outdoor Warning Siren

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)*

1) **Resolution 25-71** Authorizing an Agreement with Clarity Partners for Website Design, and Website Hosting for the Village Website

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 25-72** Authorizing a Contract with DK Contractors, Inc. for the Fifth-Third Bank Make-Ready Utility Improvements

e. **Trustee Travis** – *Police Department, Police Pension Board, Fire & Police Commission, Community Relations Commission, Niles Township Government (Trustee Khan)*

1) **Ordinance 25-26** (*Introduced September 9, 2025, First Reading*) Amending Title 5, Chapter 1, Section 3 of the Municipal Code Entitled “Violations, Procedures, Penalties” to Add Section F Entitled “Fleeing or Attempting to Elude a Peace Officer”

- f. **Trustee White** – *Community & Economic Development Department, Economic Development Commission, Plan Commission/ Zoning Board, Lincoln/Lehigh TIF (Trustee Shiba)*

13. **Presentation of Warrants** – \$767,447.57

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
AUGUST 26, 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 was Mayor Witko and 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 August 12, 2025, Village Board Meeting as presented. Trustee Travis so moved, seconded by Trustee Travis.

Motion passes unanimously via voice vote.

Mayor Witko asked for a motion to approve the Closed Session Minutes of the May 13, 2025, Village Board Meeting as presented. Trustee Minx so moved, seconded by Trustee Travis.

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)**

1. **None**

PRESIDENT'S REPORT

VII. **Resolution 25-66 Authorizing the Installation of Temporary Street Signs in the 5600 Block of Church Street in Morton Grove, Illinois, to Honor Dorothy Williams**

1. Mayor Witko read Resolution 25-66 into the Record:

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, 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 established a policy and a process for the application, approval and installation of temporary street signs to honor Morton Grove residents or employees who have made a significant contribution to the Village; and

Whereas, Cathy Reichert of 9109 Belleforte Avenue, Morton Grove, Illinois, made a proper application to honor Dorothy Williams with the installation of two honorary street signs in the 5600 block of Church Street in Morton Grove; and

Whereas, the application was approved by at least 65% of the households along the 5600 block of Church Street; and

Whereas, Dorothy Williams lived in the same home at Church Street and Parkside Avenue for 70 years until her death in 2024; and

Whereas, Dorothy Williams raised six children in Morton Grove while also working at Schwarz Paper Company and being an active choir member at St. Martha's Catholic Church; and

Whereas, Dorothy Williams' home was central to family gatherings and celebrations. Her legacy with her family in Morton Grove continues with her six children, 15 grandchildren, and 15 great-grandchildren with many still residing and tied to Morton Grove; and

Whereas, the Village Board has determined that it is fitting and proper that in honor of Dorothy Williams with two honorary street signs in her honor should be installed on the 5600 block of Church Street for a period of twelve (12) months.

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 herein thereby making the findings as hereinabove set forth.

Section 2: The Corporate Authorities of the Village hereby authorizes and directs the Public Works Director or his designee to fabricate and install two temporary street signs on the existing street or sign poles located in the 5600 block of Church Street to honor Dorothy Williams. The signs shall read “Dorothy Williams Way”. Within twelve (12) months after the signs are installed, they shall be removed and given to the applicant.

Section 3: Nothing in this Resolution shall be construed to change the official name or legal status of the street.

Section 4: This resolution shall be in full force and effect after its passage, approval and publication as provided by law.

Trustee Travis made a motion to approve Resolution 25-66. The motion was seconded by Trustee Shiba.

Trustee Travis added that as someone who grew on the block and spent time in the Williams’ home she was excited for the placement of the honorary street sign.

Mayor Witko asked Clerk Harford to call the vote on Resolution 25-66.

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>

The family of Dorothy Williams stepped forward to the podium and were presented with an honorary street sign for Ms. Williams to go along with the new signs for the street.

VIII. **PRESIDENT’S REPORT (continued)**

2. Police Department Wins Destination Zero Recognition

Mayor Witko congratulated the Police Department on their Destination Zero Award:

Mayor Witko stated how immensely proud she was of the Morton Grove Police Department for being named the 2025 Destination Zero national winner for General Officer Safety.

Destination Zero, an initiative of the National Law Enforcement Officers Memorial Fund, is designed to help agencies improve the health and safety of law enforcement officers across the country, from agent to correctional officer, from trooper to patrolman, from sheriff to constable. Destination Zero is searching for programs that benefit all.

The primary goal of the Destination Zero program is to create a platform that provides all U.S. law enforcement agencies with the ability to research successful and/or promising officer safety and wellness programs and identify the resources necessary to begin their own risk management initiatives.

Our Department was selected as the top winner for the entire United States going up against far larger Departments and demonstrates our staff's dedication and professionalism.

Mayor Witko continued that this achievement reflects years of intentional work by our officers to strengthen safety and wellness practices, and it speaks to the remarkable culture of professionalism and respect within the department. I have always believed we have the best police department in the nation, and this award affirms that belief and shines a national spotlight on the incredible men and women who serve and protect Morton Grove every day.

Mayor Witko then asked Chief Weitzel to join the Village Board at the podium to speak on this topic.

Chief Weitzel shared that he's been a police officer in Morton Grove now for 25 years and have met some of the most dedicated staff. He stated that he has met police from across the country and there are none better than in Morton Grove.

Chief Weitzel shared that he learned about Destination Zero three years ago and the purpose was to drive down injuries down to zero. Our goal was not to win an award but to look at our own processes to make sure our staff could finish their careers as healthy as when they walked in the door. Chief Weitzel shared that in the Village's assessment we realized we had started the same polices as other agencies.

The Chief took a moment to remember Sergeant Jason Rago. He was one of the first who started this program for the department and he died of cancer and he would have been so proud of us. This group has helped all of us are here with us tonight including Dan Dahm, Mike Schram, Lindsay Lapaglia, Civilians, and Dennis Johnson.

Chief Weitzel also wanted to provide a special acknowledgement to Michael Johannsen who took over the safety committee a year ago and he took all of the great work that we put together and submitted this award. Chief Weitzel continued by thanking our civilian leadership in Mayor Witko and the Village Board former Mayor DiMaria who supported the Police Department for over 10 years, former Chief Simo along with Village Administrator Meyer.

Trustee Minx stated that the staff work really hard at utilizing our tax dollars and this will help us by using grants. We recently received a skiff that was received with grant money. This demonstrates how hard our staff works to secure funding for projects.

3.

Dempster Street Corridor Plan

Mayor Witko said that the Village wants to hear your feedback and ideas regarding the future of Dempster Street. Mayor Witko continued that the goal of the study is to help improve access to

- transit and reinvest in our main corridor and enhance connectivity for residents and commuters. Mayor Witko added that the Village had wrapped up the survey process, but I want to encourage residents to visit plandempster.org for updates and the next meeting of the Steering Committee will be in Village Hall on August 28 at 7:00 pm where we will receive an update from our consultants with Teska.
- 4.

Special Events Commission Volunteers Needed

- Mayor Witko said that the Village's special events like Morton Grove Days are only possible thanks to the tireless efforts of our volunteers. We are looking for volunteers to join our Special Events Commission and to help us plan for the 2026 Morton Grove Days as we celebrate the 250th anniversary of the Declaration of Independence. Please reach out to administration@mortongroveil.org with your interest.
- 5.

Morton Grove Community Events

Mayor Witko stated that the past weekend in the Village was full of remarkable events that she had the pleasure of speaking at and that she wanted to publicly thank the organizers.

Mayor Witko said that she was honored to join the opening of the 7th annual Assyrian Food Festival in Morton Grove! She highlighted that this wonderful tradition continues to showcase the richness of Assyrian culture and the vibrant community we are so proud to have in our village. Mayor Witko added that the outstanding food, dancing, and warmth of the people are not to be missed. Mayor Witko finished by thanking Trustees Travis and Shiba for joining her and thanking the Assyrian community for sharing their culture and traditions with us all.

Mayor Witko shared that she was proud to celebrate the independence of the United States and India at the Celebration of Democracies along with Trustees Minx, Thill, and Travis. Mayor Witko thanked the Foundation for India and Indian Diaspora Studies and the International Servant Leaders Museum for hosting this important reminder of our shared commitment to democracy and that the United States and India stand as reminders that democracy thrives when citizens engage, participate, and lead with purpose.

Mayor Witko was honored to join Trustees Khan, Minx, Thill, and Travis and Clerk Harford in attending the Unity Islamic Center's annual Unity Fest at their facility at Austin and Lake. Mayor Witko shared how they provided a welcoming community block party that demonstrated Morton Grove's motto of being incredible close and amazingly open. The Mayor continued that attendees were provided a tour of their prayer and learning areas while also being treated to delicious food. Mayor Witko concluded with thanking the entire team at the Unity Islamic Center for hosting us and for this event.

IX. CLERK'S REPORT

1. **Clerk Harford Presented Resolution 25-64, Approving the Destruction of Verbatim Records of Closed Session Meetings of the Village Board of Trustees.**

Clerk Harford stated that pursuant to the Illinois Open Meetings Act, 5 ILCS 120/1 *et seq.* ("Act"), the Village has approved written minutes and maintains audiotaped recordings of all meetings of the Village Board of Trustees that are closed to the public (collectively, "Closed Meetings"). Clerk Harford continued that the Act allowed the Village to destroy audio recordings of meetings which have approved written minutes and are over 18 months old. Clerk Harford continued that the President and Board of Trustees have reviewed all written minutes of Closed Meetings minutes and have determined that all Closed Meetings not previously released to the public should remain confidential and is in the best interests of the Village to destroy the audiotaped recordings of those Closed Meetings occurring prior to February 25, 2024.

Mayor Witko asked for a motion regarding Resolution 25-64.

Trustee Thill moved to adopt Resolution 25-64, seconded by Trustee Minx.

Mayor Witko asked Clerk Harford to call the vote on Resolution 25-64.

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. Clerk Harford shared an update as the Liaison to Maine Township.

Clerk Harford shared that she recently met with recently elected Supervisor Kimberly Jones regarding the services that Maine Township provides to our residents. Clerk Harford highlighted that all of the Township’s services are available online at mainetown.com, but there are a few programs worth highlighting. Clerk Harford continued that the food pantry is open to Maine Township residents from 10 am to 1 pm on Tuesdays and Fridays and from 2:30 pm to 4:30 pm on Wednesdays at their main site at 1700 Ballard Road in Park Ridge. Clerk Harford added that Illinois residents can also renew their license plates and get their Passports with the Maine Township Clerk and if you are interested in any of these services, please call Maine Township at 847-297-2510 or visit mainetown.com.

X. **STAFF REPORTS**

A. Village Administrator:

1. Mr. Meyer presented **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**

This was the second reading of this Ordinance.

Mr. Meyer said that the Ordinance was slightly modified since the last meeting to include definitions of THC and Kratom as these substances were sold alongside tobacco products and would be considered as part of the definitions of a Tobacco Store and reflects the actual operation of these businesses and the products they sell.

Mayor Witko asked for a motion regarding Ordinance 25-24.

Trustee Minx moved to adopt Ordinance 25-24, seconded by Trustee Thill.

Mayor Witko asked Clerk Harford to call the vote on Ordinance 25-24.

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, Mr. Meyer presented **Resolution 25-65, Establishing a Moratorium on the Issuance of New Tobacco Licenses**

Mr. Meyer presented the Resolution for a Moratorium as being presented in concert with Ordinance 25-24 to ensure that new licenses are on an even playing field as existing businesses.

Trustee Thill asked if there is a moratorium in place does that mean any licenses after January 1, 2026, would be new licenses. Mr. Meyer stated that any existing license holders would be grandfathered in but would have to be in compliance with Ordinance 25-24 as of January 1, 2026.

Mayor Witko asked for a motion regarding Resolution 25-65.

Trustee Travis moved to adopt Resolution 25-65, seconded by Trustee Minx.

Mayor Witko asked Clerk Harford to call the vote on Resolution 25-65.

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.

Village Administrator: (continued)

Mr. Meyer stated that this weekend on Sunday, August 31, the 11th international tug-of-war competition will be held at Prairie View Park at 6834 Dempster from 9 am to 10 pm. Mr. Meyer stated that while this isn't a Village-sponsored event, it is a very popular event that brings people together from all over the world that is hosted by the Chicago Social Club who is organizing the event and have secured parking for the event at the ComEd right-of-way in the 9000 block of Waukegan along with the Village's Metra parking lot at 8501 Lehigh for the event. Mr. Meyer added that to mitigate the impact to neighbors, we will be establishing resident-only parking in the area

immediately around Prairie View Park in the area bound by Dempster Street, Lehigh Avenue, Church Street, and Waukegan Avenue. Mr. Meyer advised that if you are a resident in that area and have guests coming that day and are worried about parking, please feel free to stop by the Village Administrator’s Office at Village Hall this week to get guest passes for any visitors you may have.

B. Corporation Counsel:

Corporation Counsel Liston had no formal report this evening.

XI. TRUSTEES’ REPORTS

A. Trustee Khan:

1. Trustee Khan had no formal report this evening but wanted to remind residents that the Finance Department has released the new Village vehicle stickers, so now is the time to renew your vehicle sticker. Please remember to purchase and place your sticker in your front window by September 1 to stay in compliance. After September 1, a \$25 late fee will be added.

B. Trustee Minx:

1. Trustee Minx presented **Resolution 25-67 Authorizing a Purchase Agreement Braniff Communications for an Outdoor Warning Siren.**

Trustee Minx stated the Village of Morton Grove maintains and operates an outdoor warning siren system to provide early warning to the community during severe weather events. Trustee Minx continued that the current siren at Harrer Park has become inoperable and unrepairable and that the Village intends to continue operation and maintenance of this warning siren system. Trustee Minx added that the Village was awarded a Powering Safe Communities Grant in the amount of \$10,000, which will fund approximately 30% of the replacement cost. Trustee Minx concluded that this Resolution will authorize the replacement of the inoperable siren and provide continuity of operation for the warning system.

Mayor Witko asked for a motion regarding Resolution 25-67.

Trustee Minx moved to adopt Resolution 25-67, seconded by Trustee White.

Mayor Witko asked Clerk Harford to call the vote on Resolution 25-67.

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>

C. Trustee Shiba:

1. Trustee Shiba had no formal report this evening but wanted to promote the upcoming Sustainability Expo and Recycling Fest. It will be held on Saturday, September 13, from 10:00 a.m. to 1:00 p.m. The annual event offers fun for the whole family, including a welcoming ceremony at 10:00 a.m., a tree walk starting at 10:15 a.m., music from 10:30 a.m. to 12:30 p.m., and a raffle drawing at 12:45 p.m. Please visit the Village’s website to learn more about this event.

D. Trustee Thill:

1. Trustee Thill presented **Resolution 25-68 Authorizing a Contract with D&Z Floor Systems LLC for the Fire Station Floor Coating Project.**

Trustee Thill stated that the Resolution would authorize the Village Administrator to execute a contract with D&Z Floor Systems LLC of 6702 East Prairie Road, Lincolnwood, Illinois, for the Fire Station floor coating project and recommended that it be approved.

Mayor Witko asked for a motion regarding Resolution 25-68.

Trustee Thill moved to adopt Resolution 25-68, seconded by Trustee Minx.

Mayor Witko asked Clerk Harford to call the vote on Resolution 25-68.

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 Thill continued and presented **Resolution 25-69, Authorizing the Purchase of a 2025 F450 XL 4X4 Pickup from Sutton Ford Inc. of Matteson, Illinois.**

Trustee Thill asked for Village Administrator Meyer to clarify a change in the request.

Mr. Meyer stated that there was a scrivener’s error in the title and some components of the Resolution in that the vehicle should have been for a 2026 F450, not a 2025 F450. Mr. Meyer recommended that Resolution 25-69 be approved as amended to say, “Authorizing the Purchase of a 2026 F450 XL 4X4 Pickup from Sutton Ford Inc. of Matteson, Illinois” and to change the vehicle references to be for a 2026 vehicle.

Trustee Thill complimented the Public Works Department for their work in keeping the vehicles in working condition for so long.

Trustee Thill made a motion to approve Resolution 25-69 as amended, seconded by Trustee Shiba.

Mayor Witko asked Clerk Harford to call the vote on Resolution 25-69.

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>

E. Trustee Travis:

1. Trustee Travis presented **Resolution 25-70, Authorizing a Contract with Kiesler Police Supply for the Purchase of Duty Handguns and Related Equipment.**

Trustee Travis shared that in 2016, a resolution was passed authorizing the Morton Grove Police Department to purchase duty weapons to equip sworn officers. The duty weapons purchased pursuant to this Resolution were Sig Sauer P320. These weapons are now eight (8) years old and have reached the end of their useful life. Trustee Travis continued that the Chief of Police and the Village Administrator recommend the Village purchase new weapons to replace the Sig Sauer P320 with the Glock 47. The weapons are the same caliber as current sidearms, which will allow the Village to continue using the same ammo. A request for bid was issued, and the Village received two responsive bidders with Kiesler Police Supply Inc of Jeffersonville Indiana being the lowest responsible bidder at a cost of \$47,992.00.

Trustee Thill made a motion to approve Resolution 25-70, seconded by Trustee White.

Mayor Witko asked Clerk Harford to call the vote on Resolution 25-70.

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 Travis reminded the assemblage that the Community Relations Commission’s Summer Photo Contest is currently underway and closes on 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.
3. Trustee Travis shared that she was proud to serve as the new liaison to Niles Township and that as a social worker by profession, it makes perfect sense, given her background, to become more involved with the Township and to help raise awareness of the valuable services, supports, resources, and programs it offers to Morton Grove residents. Moving forward, Trustee Travis will be sharing important information during her reports, including details on available services and opportunities for community involvement.

Tonight, Trustee Travis wanted to share a bit about the social services and food pantry provided to residents of Niles Township.

Trustee Travis shared that a range of social services support is offered to Morton Grove residents who reside in Niles Township during times of need. Financial assistance includes General Assistance

for those actively seeking work, awaiting an SSI (Supplemental Security Income) decision, or refugees without income, and Emergency Assistance for urgent needs like rent or utilities for households earning up to 300% of the federal poverty level. They also provide help with summer camp and daycare costs for working or student parents and caregivers who meet income guidelines. Trustee Travis added that applications can be completed online, by phone, or in person, with documents submitted digitally or dropped off at the Township office.

The Niles Township Food Pantry is committed to ensuring that no one in our community goes hungry by providing essential food and resources to those experiencing hunger. The pantry serves as a lifeline for more than 5,500 township neighbors each month. Following a grocery store model, our neighbors have access to shelf-stable items, fresh produce, milk and eggs, toiletries, diapers, and feminine products. The pantry is proud to offer a Halal section and to partner with organizations like the Ark to continuously provide culturally responsive options.

Trustee Travis continued that beyond food distribution, the pantry provides life skills and job training for individuals with intellectual disabilities, creating pathways to greater independence. By addressing immediate and long-term needs, they strengthen the fabric of our diverse community and promote dignity, stability, and opportunity for all.

Trustee Travis concluded that residents could find out more about Niles Township’s services you can visit their website at nilestownshipgov.com or visit their office at 5255 Lincoln Avenue in Skokie.

F. Trustee White:

Trustee White presented **Ordinance 25-25 Approving a Minor Amendment to Ordinance 23-18 Granting a Special Use Permit for a Drive-Through Facility Associated with a Financial Institution with Select Waivers at 6210 Dempster Street in Morton Grove, Illinois**

Trustee White asked Village Administrator Meyer to present the item.

Mr. Meyer stated that as of today, August 26, 2025, Fifth-Third Bank had begun construction at their site at 6210 Dempster Street and as such no action was needed by the Village of Morton Grove to take action on Ordinance 25-25.

XI. **PRESENTATION OF WARRANTS**

Trustee Khan presented the Warrant List in the amount of \$448,333.23 for consideration. Trustee Khan made a motion to approve the Warrant List as presented. The motion was seconded by Trustee Minx.

Mayor Witko asked Clerk Harford to call the vote on the Warrant List.

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>

XII.

OTHER BUSINESS

Mayor Witko shared that the Public Works Department would be starting their Arterial Street Improvement Program later this month, with substantial completion expected by October 31, 2025. The following streets will be affected:

- **Beckwith Road from Shermer Road to Austin Avenue**
- **Central Avenue from Dempster Street to Golf Road**
- **Gross Point Road from Oakton Street to Main Street**
- **Shermer Road from Harlem Avenue to Golf Road**

XIII.

RESIDENTS' COMMENTS

NONE

XIV.

ADJOURNMENT

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

Motion passes unanimously via voice vote.

The meeting adjourned at 7:34 p.m.

PASSED this 9th day of September 2025.

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

APPROVED by me this 9th day of September 2025.

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

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

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

Minutes by Chuck Meyer

Proclamation

Village of Morton Grove

WHEREAS, the Constitution of the United States, the guardian of our liberties, embodies the principles of limited government in a republic dedicated to rule by law; and

WHEREAS, it is fitting and proper to accord official recognition to this outstanding document and its memorable anniversary, and to the patriotic celebrations which will commemorate the occasion; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States designating September 17 through 23 as Constitution Week.

NOW, THEREFORE, I, Janine Witko, Mayor of the Village of Morton Grove, Illinois, do hereby proclaim the week of September 17 through September 23, 2025, as

CONSTITUTION WEEK

and ask all residents of the Village to reaffirm the ideals of the framers of the Constitution had in 1787 by attentively protecting the freedoms guaranteed to us through this guardian of our liberties.

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

Janine Witko, Village President

Proclamation

Village of Morton Grove

WHEREAS, National Preparedness Month (NPM) is recognized each September to promote family and community disaster and emergency planning now and throughout the year; and

WHEREAS, promoting emergency preparedness in our families, workplaces, and communities can help minimize both physical and economic damage throughout the Village of Morton Grove should a disaster occur; and

WHEREAS, the 2025 National Preparedness Month's theme is *Preparedness Starts at Home*, and focuses on getting back to the essentials of preparedness, by promoting the following four key actions:

- **Know your risk.** Know what could happen where you and your family live. This helps you figure out what you need to do to stay safe.
- **Make a family emergency plan.** Disasters are costly but preparing for them doesn't have to be. Taking time to prepare now can help save you thousands of dollars and give you peace of mind when the next disaster or emergency occurs.
- **Build an emergency supply kit.** Having enough food, water and medicine can help you stay safe and comfortable until help arrives. Having a go-bag with all the essentials you might need in an evacuation system can save valuable time and prevent stress.
- **Get involved in your community by taking action to prepare for emergencies.** Get trained on basic disaster response skills, such as fire safety, light search and rescue, team organization and disaster medical operations or take a free online independent study course through [FEMA's Emergency Management Institute](#) or a [CPR course through the American Red Cross](#) to learn more about how to help your community become more prepared

WHEREAS, all residents of the Village of Morton Grove are encouraged to participate in preparedness activities and to review the Ready.gov website for more preparedness resources for families.

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

National Preparedness Month

and encourage all Village employees, officials and residents to do everything possible to make preparedness a priority and work together, as a team, to ensure the Village is prepared for disasters and emergencies of any type.

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

Janine Witko, Village President

Legislative Summary

Resolution 25-67

AUTHORIZING A PURCHASE AGREEMENT WITH FEDERAL SIGNAL CORPORATION FOR AN OUTDOOR WARNING SIREN

Introduction:	August 26, 2025 Amended September 9, 2025
Purpose:	To authorize the Village Administrator to execute a contract for the purchase and installation of a Federal Signal Equinox Outdoor Warning Siren at the Harrer Park Site.
Background:	<p>The Village of Morton Grove maintains and operates an outdoor warning siren system to provide early warning to the community during severe weather events. The current siren at Harrer Park has become inoperable and unrepairable. The Village intends to continue operation and maintenance of this warning siren system. The Village was awarded a Powering Safe Communities Grant in the amount of \$10,000.00, which will fund approximately 30% of the replacement cost. The Village Board originally approved Resolution 25-67 by a unanimous vote of all six Trustees at its regular meeting on August 26, 2025. The original Resolution listed Braniff Communications, Inc., the sole source vendor of the Warning Siren as the vendor. Subsequently Braniff Communications, Inc informed staff that the payment for the siren should be made to Federal Signal Corporation. As such, it is recommended that the Village amend Resolution 25-67 to correctly identify the vendor as Federal Signal Corporation. All costs and terms are the same as the original purchase agreement proposed with Resolution 25-67.</p> <p>This Resolution, as amended, will authorize an agreement with Federal Signal Corporation for the replacement of the inoperable siren and provide continuity of operation for the warning system.</p>
Departments Affected	All Departments and Community
Fiscal Impact:	\$31,401.00
Source of Funds:	\$10,000.00-Powering Safe Communities Grant \$21,401.00-Fire Alarm Enterprise Fund # 41-10-10-56-2113
Workload Impact:	The Fire Department staff will execute all functions of the contract, as well as oversee installation and maintenance of the proposed warning siren.
Administrator Recommendation	Approval as presented
Second Reading:	Not Required
Special Requirements:	According to Section 1-5-6 B of the Village Code, any vote of the Village board may be reconsidered at or before the next regular Village Board meeting. The motion to reconsider must be made by a person who was absent when the original vote was taken or who voted with the prevailing side. If the motion to reconsider is made at a special meeting, there must be at least as many trustees present at the special meeting as were present when the original vote was taken.

RESOLUTION 25-67

AUTHORIZING A PURCHASE AGREEMENT WITH FEDERAL SIGNAL CORPORATION FOR AN OUTDOOR WARNING SIREN

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

WHEREAS, the Village of Morton Grove recognizes the threat that severe weather events pose to people and property within our community; and

WHEREAS, the Village of Morton Grove recognizes the importance of early warning of severe weather events for the overall good and welfare of the community; and

WHEREAS, in 2023, the outdoor warning siren located in Harrer Park became inoperable and unrepairable, necessitating the need for replacement; and

WHEREAS, the Village of Morton Grove has identified the need to replace the outdoor warning siren at Harrer Park; and

WHEREAS, the Village of Morton Grove utilizes Braniff Communications, Inc. as the contracted provider for outdoor warning siren maintenance and repair; and

WHEREAS, Federal Signal Corporation provides the Federal Signal Equinox Outdoor Warning Siren, which is compatible with the Village's current outdoor warning control system; and

WHEREAS, Braniff Communications, Inc. is the sole-source provider for Federal Signal Safety and Security Systems; and

WHEREAS, Federal Signal Corporation, Safety and Security Systems, with Braniff Communications Inc. as the contractor, has provided a quotation for the Harrer Park outdoor warning siren replacement project for the amount of Thirty-One Thousand, Four Hundred and One Dollars (\$31,401.00); and

WHEREAS, the Village Board approved Resolution 25-67 at its regular meeting on August 26, 2025, titled "Authorizing a Purchase Agreement with Braniff Communications, Inc. for an Outdoor Warning Siren"; with all six trustees voting in favor of the Resolution; and

WHEREAS, the Village of Morton Grove Board of Trustees seek to reconsider and amend Resolution 25-67 to be titled, "Amending Resolution 25-67 and Authorizing a Purchase Agreement with Federal Signal Corporation for an Outdoor Warning Siren"; and

WHEREAS, the costs and terms of the purchase agreement with Federal Signal Corporation remain the same; and

WHEREAS, the Village will enter into a purchase agreement with Federal Signal Corporation in the amount of Thirty-One Thousand, Four Hundred and One Dollars (\$31,410.00) for the outdoor warning

siren; and will has provided a quotation for the Harrer Park outdoor warning siren replacement project for the amount of Thirty-One Thousand, Four Hundred and One Dollars (\$31,401.00); and

WHEREAS, in 2025, the Village of Morton Grove applied for and was awarded a Powering Safe Communities Grant, provided by ComEd and the Metropolitan Mayor’s Caucus, for the amount of Ten Thousand Dollars (\$10,000.00); and

WHEREAS, the 2025 Village of Morton Grove adopted budget does not allocate funds for this project, the Fire Alarm Enterprise Fund GL# 41-10-10-56-2113 has sufficient funds to support the remaining balance of Twenty-One Thousand, Four Hundred and One Dollars (\$21,401.00) necessary to complete this purchase.

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

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

SECTION 2: The Village Administrator and Fire Chief are authorized to sign an agreement with Federal Signal Corporation to supply and install all materials and labor necessary to install a Federal Signal Equinox Outdoor Warning Siren, to replace the existing non-operational siren, at the Harrer Park Location.

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

Passed this 9th day of September 2025.

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

Approved by me this 9th day of September 2025.

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

Attested and Filed in my office this
10th day of September 2025.

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



Advancing security and well-being.

January 2, 2025

RE: Braniff Communications, Inc.

To Whom It May Concern:

Please accept this letter as notification and/or clarification of status pertaining to Braniff Communications, Inc. regarding the sale, distribution, maintenance, service and repair of alerting, notification and communications products manufactured and marketed by Federal Signal Alerting & Notification Systems, a business division of Federal Signal Corporation.

For the past 43 years, Braniff Communications, Inc. has been the exclusive Authorized Manufacturer's Representative for Federal Signal Alerting & Notification Systems covering the state of Illinois. Additionally, Braniff Communications is the only Factory-Authorized Warranty Service Center and Repair Depot for FS Alerting & Notification Systems in Illinois.

Should you have any questions or if I can offer any support and/or assistance, please don't hesitate to contact me personally at your earliest convenience.

Respectfully,

A handwritten signature in blue ink that reads 'Teague Cliff'.

Teague Cliff
Regional Sales Manager
Alerting & Notification Systems
Federal Signal Corporation
tcliff@fedsig.com
630-247-3835



► Model 2001-130 and Equinox

High Power, Directional Rotating Siren

The Federal Signal 2001-130 and Equinox siren is a high power, rotating, unidirectional outdoor warning siren. The high-decibel output provides maximum coverage with minimum installation cost. Radio/cellular/satellite or wireless IP activation can further minimize installation costs by eliminating the need for leased dedicated control lines.

The siren's projector produces a 60-degree projection of sound which rotates at 3 RPM and can produce three distinct warning signals: steady, wail and fast wail. The siren will supply a minimum of 15 minutes of full power output from its batteries after AC power loss. The siren controls are available with battery operation, solar, AC operation, and AC operation with battery back-up, one-way and two-way radio control, wired or wireless Ethernet, satellite/cellular or landline. The 2001 Series is offered in low frequency (500 Hz) or mid-range frequency (790 Hz).

Ideal applications for this warning siren include hazardous weather conditions, fires, floods, chemical spills and other types of community or facility emergencies.

F E A T U R E S

- High-powered rotating siren for maximum coverage
- Available in low and mid-range frequency
- Three distinct warning signals
- AC or Solar powered with battery operation or back-up
- Weather-resistant coating

Quoted To:

Morton Grove Fire Department
Attn: Dennis Kennedy
6250 Lincoln Ave.
Morton Grove, IL 60053
Phone: 847-470-5226
E-Mail: dkennedy@mortongroveil.org

Quotation No.: ANS 0528202407C.3
Reference quote no. on your order

Quotation Date: 8/3/2025
Expiration Date: 11/3/2025

Sales Representative: Jeffrey Ryba
Representative Firm: Braniff Comm.

Upon receipt of your order and acceptance by Federal Signal Corporation, the equipment herein will be supplied at the quoted prices below. Delivery schedule cannot be established until radio information is supplied, if applicable.

Delivery		Terms		FOB	Ship Via
10 Weeks		Equipment - NET30 upon shipment, Services - NET30 as completed		Origin	Braniff Comm.

Line	Qty.	Part Number	Description	Unit Price	Total
Morton Grove Fire Department					
Proposal for New EQUINOX series Outdoor Warning Siren with Battery Backup - Harrer Park Site					
New Warning Siren & Controls					
1	1	EQUINOX	Electro-Mechanical Rotating Siren, 126dB, 500Hz	\$10,651.00	\$10,651.00
2	1	DCFCBH	Mechanical Siren Controller, DC, High Band Radio	\$7,421.00	\$7,421.00

Installation Services					
3	1	TK-IO-CUSTINS	Installation Services, Custom, Installation of new EQUINOX series siren equipment on existing steel pole including related installer-provided material/hardware. Includes standard duty batteries, antenna hardware and siren commissioning services. Also includes removal, haul-away and disposal of existing defective siren equipment.	\$11,980.00	\$11,980.00
4	1	TK-IO-CRTPAY-CU	Admin Fee, Prevailing Wage / Certified Payroll / Davis-Bacon Act.	\$1,349.00	\$1,349.00
5	1	ES-FREIGHT	Shipping / Freight Charges	\$0.00	\$0.00
				Quotation Total:	\$31,401.00

Quoted To:

Morton Grove Fire Department
Attn: Dennis Kennedy
6250 Lincoln Ave.
Morton Grove, IL 60053
Phone: 847-470-5226
E-Mail: dkennedy@mortongroveil.org

Quotation No.: ANS 0528202407C.3
Reference quote no. on your order

Quotation Date: 8/3/2025
Expiration Date: 11/3/2025

Sales Representative: Jeffrey Ryba
Representative Firm: Braniff Comm.

Upon receipt of your order and acceptance by Federal Signal Corporation, the equipment herein will be supplied at the quoted prices below. Delivery schedule cannot be established until radio information is supplied, if applicable.

Prices are firm for 90 days from the date of quotation unless shown otherwise. Upon acceptance, prices are firm for 6 months. This quotation is expressly subject to acceptance by Buyer of all Terms stated in the attached Terms document, and any exception to or modification of such Terms shall not be binding on Seller unless expressly accepted in writing by an authorized agent or Officer of Seller. Any order submitted to Seller on the basis set forth above, in whole or in part, shall constitute an acceptance by Buyer of the Terms. Any such order shall be subject to acceptance by Seller in its discretion. If the total price for the items set forth above exceeds \$50,000 then this quotation IS ONLY VALID if countersigned below by a Regional Manager of the Safety & Security Systems Group, Federal Signal Corporation. Installation is not included unless specifically quoted as a line item above. Adverse Site Conditions, including rock, caving soil conditions, contaminated soil, poor site access availability, and other circumstances which result in more than 2 hours to install a pole, will result in a \$385.00 per hour fee, plus equipment. Trenching is additional. Power Clause, bringing power to the equipment is the responsibility of the purchaser. Permit Clause, any special permits, licenses or fees will be additional. See attached Terms sheet.

Quotation Notes:

- 1 Sales tax, if applicable, is not included and will be additional.
- 2 Electrical service equipment including, and limited to, a weatherproof fused service disconnect is included in this proposal. Any additional electrical service or power distribution equipment is not included, nor provided for, in this proposal.
- 3 Braniff Communications (Federal Signal's installation services subcontractor) shall contact JULIE and exercise due care during the equipment installation to prevent damage to underground utilities and surrounding facilities.
- 4 Site restoration is not provided for, nor included, in this proposal.
- 5 Permits, bonds, licenses and fees, if applicable and required, are not included and will be additional.

Proposed By: Jeffrey Ryba
Company: Braniff Communications, Inc.
Address: 4741 W. 136th Street, Crestwood, IL 60418
Country: USA
Phone: 708-597-3200
Fax: 708-597-3307
E-Mail: jryba@braniffcomm.com
RSM Approval: Teague Cliff

Purchase order MUST be made out to:
Federal Signal Corporation, Alerting & Notification Systems, 2645 Federal Signal Drive, University Park, IL 60484

Accepted By: _____

Date: _____

Legislative Summary

Resolution 25-71

AUTHORIZING AN AGREEMENT WITH CLARITY PARTNERS FOR WEBSITE DESIGN, AND WEBSITE HOSTING FOR THE VILLAGE WEBSITE

Introduction:	September 9, 2025
Purpose:	To authorize an agreement with Clarity Partners for website design, and website hosting for the Village website.
Background:	The Village of Morton Grove maintains an official public-facing website as a source of information, news, event calendar and related public online resources. Additionally, the Village’s official website promotes the Village’s brand while adhering to technical and regulatory requirements. In June 2025, the Information Technology Division initiated a public Request for Proposal (RFP) process to redesign the website to improve the visual appeal, the content layout, and adhere to existing and emerging regulatory requirements as the previous website redesign was last done in 2019. The proposals were received and evaluated on cost, applicability, functionality, design, market presence, vendor presentations, references, and staff feedback. Clarity Partners of Chicago, IL provided the most suitable, cost-effective solution for the website design initiative.
Departs Affected	All Village Departments
Fiscal Impact:	Pending the finalization of the agreement, the cost of the design implementation is \$34,370 and the hosting cost is \$590 per year.
Source of Funds:	Account number 02-20-25-55-2110
Workload Impact:	The Information Technology Division will oversee and coordinate the implementation and management of this agreement as part of its normal work activities.
Administrator Recommendation	Approval as presented
Second Reading:	Not Required
Special Requirements:	None

RESOLUTION 25-71

AUTHORIZING AN AGREEMENT WITH CLARITY PARTNERS FOR WEBSITE DESIGN, AND WEBSITE HOSTING FOR THE VILLAGE WEBSITE

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

WHEREAS, the Village of Morton Grove maintains an official, public-facing website; and

WHEREAS, the Village website is utilized as a source of information, news, event calendar, and related public online resources; and

WHEREAS, the Village regularly maintains its website to promote its brand and to adhere to technical and regulatory compliance; and

WHEREAS, the Information Technology Division sought sealed proposals through a published, public Request for Proposal (RFP) process; and

WHEREAS, multiple proposals were received and reviewed based on cost, applicability, functionality, design, market presence, vendor presentations, references, and staff feedback; and

WHEREAS, following the review of the proposals, the Information Technology Division recommends an implementation agreement with Clarity Partners of Chicago, Illinois for the architecture, design, implementation, and hosting of the Village's official website; and

WHEREAS, the implementation cost is proposed at \$34,370 and the proposed hosting cost is \$590 per year; and

WHEREAS, the funding for the above, implementation, and annual hosting is included in the 2025 budget in Account Number 02-20-25-55-2110; and

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

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

SECTION 2: The Village Administrator and/or his designees are hereby authorized to execute, and the Village Clerk to attest to a lease agreement with Clarity Partners of 20 N Clark St, Suite 3600,

Chicago, IL 60602 for the architecture, design, implementation, and hosting of the Village's official website in substantial conformity with "Exhibit A".

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

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

Passed this 9th day of September 2025

Trustee Khan _____

Trustee Minx _____

Trustee Shiba _____

Trustee Travis _____

Trustee Thill _____

Trustee White _____

Approved by me this 9th day of September 2025

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

Attested and Filed in my office this
10th day of September 2025

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

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT is effective as of the _____ day of _____, 202_ (“Effective Date”), by and between Clarity Partners, LLC, an Illinois Limited Liability Company with offices at 20 N. Clark Street, Suite 3600, Chicago, IL 60602 (“Clarity”), and The Village of Morton Grove, 6101 Capulina Avenue. Morton Grove, Illinois, 60053 (“Client”) (hereafter Clarity and Client are collectively referred to as the “Parties”).

WHEREAS, Clarity and Client desire to enter into this Agreement pursuant to which Clarity agrees to furnish its Services to Client through one or more statements of work and Client agrees to retain the Services of Clarity.

NOW, THEREFORE, in consideration of the terms, conditions, and covenants contained herein, the Parties agree as follows:

1. Definitions

- 1.1. “Project” means an integrated management consulting or information technology project performed for Client by Clarity containing Clarity’s Services as defined below.
- 1.2. “SOW” means a Clarity Statement of Work to the Client for a Project signed by both Client and Clarity and that references this Agreement. The SOW shall contain a description of the Services to be provided by Clarity and may include, if applicable, milestones for deliverables; acceptance test criteria; prices; expenses to be paid by Client in connection with the Services; hardware or software requirements; a support services plan describing Clarity’s support services, including post warranty services where applicable, responsibilities, and defect correction response requirements. Each such SOW shall be sequentially numbered with the first SOW titled Statement of Work 1 and the second SOW titled Statement of Work 2.
- 1.3. “Services” means professional consulting or development services provided by Clarity including, but not limited to, management consulting services, product implementation, custom software development, system design, web design and development, software installation and integration services, training, end-user support, and/or other consulting services.

2. Scope

- 2.1. Scope – Clarity will provide Services and perform such Services, accomplish such tasks, and complete such deliverables as detailed in an SOW. The terms and conditions of this Agreement and SOWs shall govern the acquisition by Client of all Services from Clarity.
- 2.2. Changes to Scope – Any change to the scope of the Agreement or SOW must be evidenced by a writing signed by both Parties.
- 2.3. Conflicts – If there is any conflict between terms and conditions in the Agreement or any SOW, the order of precedence shall be as follows:
 - 2.3.1. Terms contained in the applicable SOW.
 - 2.3.2. Terms and conditions of this Agreement.

3. Term

The term of this Agreement shall begin on the Effective Date hereof and shall continue until the earlier of: (a) two years after all Services contained in all SOWs are fully completed and delivered; (b) termination pursuant to Section 8 (Termination); (c) a period of three years has elapsed with no SOWs signed by the Parties.

4. Clarity's Fees

- 4.1. Fees – Clarity shall invoice Client for Services in accordance with the payment schedule contained in the applicable SOW.
- 4.2. Payment – Client agrees to pay the agreed upon prices for such Services within thirty (30) days of receipt of Clarity's invoice. Client agrees to reimburse Clarity for any and all reasonable costs incurred by Clarity in the collection of any monies owed Clarity under this Agreement, including reasonable attorneys' fees.

5. Services Terms and Conditions

- 5.1. Scope – In addition to the other terms and conditions contained in this Agreement, the terms and conditions contained in this Section shall govern the provision of Services by Clarity to Client.
- 5.2. Performance Warranty – Clarity warrants that any Services performed by Clarity in connection with this Agreement, shall be performed in a professional manner. Clarity warrants that any deliverables provided by Clarity to Client hereunder will not infringe or violate any patent, copyright, trademark, trade secret, mask work, or any other third-party intellectual property right.
- 5.3. Project Management – Clarity shall assign a project manager to direct and control the work of Clarity employees working on the Project (“Project Manager”). The Project Manager shall represent and act on behalf of Clarity with respect to the Services. Clarity shall also assign a Project Director or Project Partner to the Project. This person is the point of escalation above the Project Manager. Clarity shall be fully responsible for the management and performance of its subcontractors.
- 5.4. Acceptance – Preliminary and final acceptance reviews for the Services, including any resulting deliverables, may be specified in a Signed SOW.
- 5.5. Rights in Computer Software, Technology, and Data
 - 5.5.1. Clarity grants to Client all rights, title and interest to any and all deliverables, including software, documentation, and information developed by Clarity under this Agreement, provided such deliverables are designated as works made for hire in the applicable SOW. Clarity retains all rights, title, and interest until the Services and deliverables in the applicable SOW have been completed and Client has paid to Clarity all compensation due Clarity under the applicable SOW.
 - 5.5.2. Unless stated elsewhere in the applicable SOW, Clarity retains all right, title, and interest in any deliverables, including technical data, software, documentation, and all technology which is solely owned by Clarity or licensed to Clarity with the right to sublicense, and all software which is in existence prior to the effective date of this Agreement or is substantially developed outside of this Agreement.
 - 5.5.3. Unless stated otherwise in the applicable SOW, Clarity grants to Client a perpetual, irrevocable, world-wide license to use the deliverables, including technical data, software and technology which is owned by Clarity and delivered to Client as part of a solution under this Agreement for the specific use outlined in the applicable SOW.
 - 5.5.4. Notwithstanding anything herein to the contrary, Clarity shall retain all right, title, and interest in any pre-existing proprietary materials and proprietary materials substantially developed outside of this Agreement.

- 5.5.5. Client grants to Clarity a perpetual, irrevocable, world-wide license to use the software and technology deliverables developed hereunder for any purpose, subject to Clarity's obligations under Section 7 (Proprietary/Confidential Information) herein not to disclose any of Client's proprietary or confidential information.
- 5.5.6. Clarity retains the right to use any idea or concept developed by Clarity in connection with the Services provided under this Section.
- 5.5.7. Client shall maintain all rights, title, and interest to its own data.

6. Independent Contractor

Clarity shall at all times be deemed to be performing as an independent contractor and not as an agent or employee of Client. The acts and omissions of each Party's respective personnel, agents, and contractors shall be deemed to be those of such Party only and not of the other Party. This Agreement shall not be deemed to create any partnership, joint venture, agency, or similar relationship between Clarity and Client. Neither Party in any manner shall assume or create any obligation on behalf of or in the name of the other Party. Each Party shall be solely responsible for the payment of compensation to its own personnel, agents, and contractors performing in connection with this Agreement. Neither Party shall be responsible for payment of workers' compensation, disability benefits, unemployment insurance, and other personnel benefits, including, but not limited to, pension, 401(k), medical, dental and life insurance, vacation, personal and sick days, and holidays, or for withholding income taxes and social security for any personnel, agent, or contractor of the other Party.

7. Proprietary/Confidential Information

- 7.1. Confidential Information – "Confidential Information" means any and all data or information that is of value to a Party, and is not generally known in the industry or to competitors of a Party, which is disclosed by such Party (the "Disclosing Party"), whether directly in oral or material form to the other Party (the "Receiving Party"), or indirectly by permitting the Receiving Party to observe the conduct of the Disclosing Party's various operations or processes.
- 7.2. Non-Confidential Information – Nothing in this Agreement shall prevent either party from disclosing information which: (a) was or is generally available to the public; (b) was known by or in the Receiving Party's possession as of the Effective Date of this Agreement; (c) is received or becomes known by Receiving Party on a non-confidential basis from an independent third party; (d) was or is developed independently by the Receiving Party without reference to the Confidential Information received from the Disclosing Party; (e) is approved by the Disclosing Party for disclosure; or (f) which is required to be disclosed pursuant to court order.
- 7.3. Ownership of Confidential Information – Subject to 7.2, the Receiving Party acknowledges that the Confidential Information is received on a confidential basis and that the Disclosing Party shall remain the exclusive owner of its Confidential Information and of all patent, copyright, trade secret, trademark, and other intellectual property rights therein. No license or conveyance of any such rights to the Receiving Party is granted or implied under this Agreement.
- 7.4. Use of Confidential Information – Subject to 7.2, the Receiving Party agrees to: (a) use, copy, and reproduce the Confidential Information solely for the purpose of and to the extent necessary to perform its obligations under this Agreement, and in no event for any other purpose whatsoever; (b) restrict access to and disclose the Confidential Information only to personnel directly involved in the performance of its obligations under this Agreement; (c) fully inform its personnel of the contents of this Agreement prior to disclosing any of the Confidential Information to such personnel, require that they agree to maintain the confidentiality of the Confidential Information pursuant to the provisions hereof as fully as if they were parties to this Agreement, and be responsible for ensuring that its personnel in fact maintain such confidentiality; (d) protect the confidentiality of the

Confidential Information with at least the degree of care it uses to protect its own confidential and proprietary information, but in any event, not less than reasonable means to prevent the disclosure and to protect the confidentiality of the Confidential Information received; and (e) immediately notify the Disclosing Party of any breach of this Agreement or misuse or misappropriation of the Confidential Information which may come to its attention and provide all reasonable assistance necessary to minimize the effect of such occurrence.

- 7.5. Return of Information – The Receiving Party acknowledges that it will immediately return or destroy all of the Confidential Information, including copies thereof, and upon request of the Disclosing Party, such return or destruction shall be certified in writing by an authorized representative of the Receiving Party supervising such return or destruction, at the earlier of: (a) the request of the Disclosing Party; or (b) termination of this Agreement.
- 7.6. Required Disclosure – In the event the Receiving Party receives a subpoena or other administrative or judicial process requesting Confidential Information, the Receiving Party shall promptly notify the Disclosing Party of such receipt to allow the Disclosing Party a reasonable opportunity to obtain a protective order. Unless the request has been limited, quashed, or extended, the Receiving Party may thereafter comply with such request to the extent required by law.

8. Termination

- 8.1. Termination for Convenience – Either Party may terminate this Agreement or any SOW, in whole or in part, at any time, by providing at least thirty (30) business days prior written notice to the other Party.
- 8.2. Termination for Cause – Either Party may terminate this Agreement immediately in the event the other Party breaches, in any material respect, a material term of this Agreement (including payment hereunder) and fails to cure such breach within a thirty (30) day period (if such breach is curable). Either Party may also terminate this Agreement immediately upon the other Party's material breach of Section 12 (Non-Solicitation and Restriction on Competition). The termination of this Agreement shall not affect the rights and remedies of a non-breaching Party against a breaching Party arising out of, or resulting from, a breach of this Agreement.
- 8.3. Termination for Outstanding Payment – If a Party breaches or fails to make payments according to the terms of the Agreement, and such breach or failure is not remedied within five (5) days after written notice thereof to the Party in default, the non-defaulting Party may terminate the Agreement immediately.
- 8.4. Insolvency – Either Party may terminate this Agreement at any time, if the other Party becomes insolvent or makes an assignment for the benefit of creditors, or if a receiver or similar officer is appointed to take charge of all or part of that Party's assets.

9. Insurance

Clarity represents and warrants that it has in force, and will maintain in force throughout the term of this Agreement, insurance coverages meeting or exceeding the following requirements:

- Comprehensive commercial general liability coverage with limits of not less than \$1 million per occurrence and \$2 million in the aggregate
- Professional liability/errors and omissions coverage with limits of not less than \$1 million
- Cyber liability coverage with limits of not less than \$1 million
- Statutory workers' compensation and employer's liability coverage with limits of not less than \$500 thousand
- Automobile liability coverage with limits of not less than \$1 million

Clarity will forward to Client, prior to commencing the Services and at any other time upon Client's request, a certificate of insurance or self-insurance verifying that Clarity is insured in policy amounts meeting or exceeding the requirements set forth in this Agreement, for all matters relating to the Services. Clarity shall provide Client with prompt written notice of any material change or cancellation of coverage.

10. Indemnification

- 10.1. General Indemnity – Each Party agrees to take all necessary precautions to prevent injuries to any persons (including employees of the other party) or damage to property (including the other Party's property). Each Party will indemnify the other Party and hold the other Party harmless from any and all claims, liabilities, damages, costs and expenses, including reasonable attorneys' fees, relating to or arising out of any wrongful or negligent acts or omissions on the part of one Party which give rise to claims against the other Party by third parties.
- 10.2. Proprietary Rights Indemnity – Clarity will defend Client and hold Client harmless against liability upon any claim by any third party that any deliverables provided by Clarity infringe or violate any copyright, trademark, or trade secret rights of such third party or any patent rights of such third party under a United States patent, provided that: (a) Client notifies Clarity promptly in writing of any notice of any such claim; (b) Client cooperates with Clarity in all reasonable respects in connection with the investigation and defense of any such claim; (c) Clarity shall have sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise; and (d) should any Clarity deliverable become, or in Clarity's opinion be likely to become, the subject of a claim of copyright, patent or trademark infringement or trade secret misappropriation, Client will permit Clarity, at Clarity's option and expense, either to: i) procure for Client the right to continue using the affected deliverable or ii) replace or modify the same so that it becomes non-infringing, but functionally equivalent. Notwithstanding anything herein to the contrary, however, Clarity shall have no obligation or liability under any provision of this paragraph if any copyright, patent, or trademark infringement or trade secret misappropriation claim is based upon the use of the deliverable in a manner other than for which it was furnished by Clarity, upon any deliverable that have been modified by or for Client in such a way as to cause it to become infringing, or upon any trademark or service mark which is not used by Clarity.
- 10.3. Notice – Each party shall promptly notify the other party of any third party claim subject to indemnification hereunder; provided, however, the failure of one party to so notify the other party shall not relieve it of any liability hereunder, except to the extent the other party is actually damaged thereby.

11. Limitation of Liability

- 11.1. CLARITY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 11.2. IN NO EVENT SHALL CLARITY OR ITS PERSONNEL BE LIABLE TO CLIENT FOR ANY LOST PROFITS, LOST SAVINGS, LOST DATA, OR OTHER CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR EXEMPLARY LOSS, DAMAGE, OR EXPENSE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY PRODUCT, SERVICE, OR CUSTOM PRODUCT FURNISHED OR TO BE FURNISHED BY CLARITY UNDER THIS AGREEMENT OR THE USE THEREOF, EVEN IF CLARITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.
- 11.3. THE AGGREGATE LIABILITY OF CLARITY AND ITS PERSONNEL UPON ANY AND ALL CLAIMS BY CLIENT HOWSOEVER ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY PRODUCTS, CUSTOM PRODUCT OR SERVICES FURNISHED OR TO BE FURNISHED BY CLARITY UNDER THIS AGREEMENT WILL IN ANY EVENT BE ABSOLUTELY LIMITED TO THE AMOUNT PAID OR PAYABLE BY CLIENT UNDER THE APPLICABLE SOW,

EXCEPT TO THE EXTENT FINALLY JUDICIALLY DETERMINED TO HAVE PRIMARILY RESULTED FROM THE BAD FAITH OR INTENTIONAL MISCONDUCT OF CLARITY.

11.4. Applicability – The provisions of this Section and Section 10 (Indemnification) shall apply to the fullest extent of the law, whether in contract, statute, tort, or otherwise. In circumstances where all or any portion of the provisions of this Section is finally judicially determined to be unavailable, each Party's aggregate liability for any claims, liabilities, or expenses relating to this Agreement, the Services, or any deliverables shall not exceed an amount which is proportional to the relative fault that such Party's conduct bears to all other conduct giving rise to such claims, liabilities, or expenses.

12. Non-Solicitation and Restriction on Competition

During the term of this Agreement and for a period of one (1) year after its termination, neither Party shall hire nor solicit for hire as an employee, consultant, independent contractor, or otherwise any of the other Party's personnel who have performed Services under this Agreement without such other Party's express written consent. This provision shall not apply in the circumstance where a prior existing relationship existed.

13. Assignment and Subcontracting

The Parties hereto agree that subcontracting is allowed.

14. Publicity

Client grants permission for Clarity to identify Client as a party for whom Clarity is performing services (Clarity is allowed to use Client's logo when so identifying) and provide a general description of the type of work Clarity is performing for Client.

15. Notice

All notices permitted or required under this Agreement shall be in writing and shall be by personal delivery, nationally recognized overnight courier service, or certified or registered mail, return receipt requested. Notices shall be deemed given upon the earlier of: (a) actual receipt; (b) one (1) day after deposit with a courier service, provided an overnight service was selected; or (c) four (4) days after deposit with the U.S. Postal Service. Notices shall be sent to the addresses listed below or to such other address as either party may specify in writing.

If to Clarity:

Rodney S. Zech, Managing Member
Clarity Partners, LLC
20 N. Clark Street, Suite 3600
Chicago, IL 60602

If to Client:

Boyle Wong, Information Systems Manager
Village of Morton Grove
6101 Capulina Ave
Morton Grove, IL 60053

16. Remedies

Upon a material breach of this Agreement, the non-breaching Party may pursue all legal and equitable remedies available to it. The breaching Party acknowledges that monetary damages alone will not adequately compensate the non-breaching Party in the event of the breaching Party's breach of Section 7 (Proprietary/Confidential Information) of this Agreement. Therefore, in addition to all other remedies

available at law, in equity or otherwise, in the event of breach of Section 7 hereof, the non-breaching Party will be entitled to injunctive relief for the enforcement thereof, as well as to an accounting and payment by the breaching Party to the non-breaching Party of any and all receipts received by the breaching Party as a result of such breach.

17. Attorneys Fees and Costs

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing Party shall be entitled to recover from the other Party, in addition to any other relief to which such Party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

18. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to the conflict of laws provisions thereof. The sole and exclusive venue for any claim or cause of action arising out of or relating to this Agreement shall be the state or federal courts situated in Cook County, Illinois, and each Party hereby irrevocably consents to the jurisdiction of such courts.

19. Survival

Any warranties, indemnities, limitations of liability, and irrevocable license grants made shall survive any termination or expiration of this Agreement. In addition, the Parties' obligations regarding confidentiality shall survive for the period specified in Section 7 (Proprietary/Confidential Information).

20. Severability

In the event that any term or provision of this Agreement shall be held to be invalid, void or unenforceable, then the remainder of this Agreement shall not be affected, impaired or invalidated, and each such term and provision of this Agreement shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the Parties set forth herein.

21. Entire Agreement

This Agreement, including any applicable Signed SOWs (which are made a part hereof and are incorporated herein by reference), constitutes the entire agreement of the Parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous representations, proposals, discussions, and communications, whether oral or in writing. No change or addition to this Agreement shall be valid or binding upon either Party unless such change or addition is in writing and signed by both Parties. No delay or omission by any Party in enforcing any of its rights or remedies hereunder will impair such right or remedy or be deemed to be a waiver thereof. No waiver of any right or remedy hereunder with respect to any occurrence or event on one occasion will be deemed a waiver of such right or remedy with respect to such occurrence or event on any other occasion. No amendment or waiver will be valid or binding upon either Party unless such change or waiver is in writing and signed by both Parties.

22. Force Majeure

Neither Party shall be considered in default in the performance of its obligations hereunder to the extent that performance of such obligations is prevented or delayed by any cause, existing or in the future, that is beyond the reasonable control of such Party. Any delays beyond the control of either Party shall automatically extend the time schedules as set forth in this Agreement by the period of any such delay.

23. Authority

The Parties hereby represent to one another that they have full power and authority to enter into this Agreement and carry out their respective obligations. All corporate Parties further represent that: (a) all

necessary corporate action has been duly taken to authorize the execution and delivery of this Agreement; and (b) that this Agreement has been duly executed and delivered.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the Effective Date.

Clarity Partners, LLC

Client

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: Managing Member

Title: _____

Date: _____

Date: _____

Statement of Work #1

This Statement of Work is an integral part of the Master Services Agreement, dated as of _____, 202_, between Clarity Partners, LLC and The Village of Morton Grove (“Client”). The effective date of this Statement of Work (“SOW”) is _____, 202_.

Services

Clarity is to provide the following Services:

Discovery & Definition: Ensure mutual understanding of the Scope of Work and project goals and requirements. Confirm how success for this project will be defined and how the project team will achieve that success.

Deliverables

- Team Contact List, Roles, and Responsibilities
- Project Schedule
- Kick Off Materials

Requirements Gathering & Design: Design the user interface, plan the information architecture, and engineer the technical architecture.

Deliverables

- Existing Site Review
- Initial Build with Predefined WordPress Theme
- Visuals and Images for the Village

Configuration, Development, Integration, & Testing: Develop the website, develop administrative website tools, and configure application integrations.

Deliverables

- Environments Setup (Staging and Production)
- Website Content Management System (CMS)
- Integrations
- Development
- Site Security
- Content Migration (*Optional*)

UAT, Knowledge Transfer, & Deployment: Test the website functionality and train content managers and system administrators to use the new website.

Deliverables

- User Training Sessions
- Final Content Migration (*Optional*)
- Final Testing, including functionality, responsiveness, and
- accessibility
- Final Website

Maintenance, Enhancements, Transition, & Closeout: Launch the enhancement(s) and provide ongoing support and maintenance.

Deliverable

- 30 Day Warranty

- Maintenance Services, On Demand (**Optional**)

Hosting (Optional)

- Clarity will use WP Engine, which represents best-in-class WordPress hosting. With WP Engine, the Village gets both staging and production environments included, built upon a technical architecture optimized for WordPress sites. WP Engine hosting includes unlimited bandwidth and dedicated 24/7/365 support. WP Engine provides best-in-class security, including automated backups and data center certifications.
- Clarity will use WP Engine's Essentials Professional plan, WP Engine provides the most confidence around uptime, site performance, security, and ongoing support.

The exact details of the work items and tasks that Clarity will perform, assist with, and/or complete will be reasonably determined collectively by Clarity and Client subject to all other terms and conditions of this Agreement.

Clarity agrees to perform Services at the Clarity office, Client location(s), and other locations in the Chicago area reasonably required by the nature of the activities in providing such services.

Staffing

Clarity is to provide qualified resources that have substantial general management and information technology consulting skills and the following specific skills:

Kelly Tetterton as Executive Sponsor: Kelly will provide project leadership throughout the entire project to ensure the overall quality of the project.

Katy Franzen as Senior Project Manager: Katy will be the primary contact responsible for managing Clarity staff on the project. She will play a central role in the management of all project stakeholders and deliverables.

Gerald Angelo as CMS Solution Architect: Gerald will be responsible for database design and development, CMS backend architecture, and programming. He will develop the content model, make decisions regarding module choices, and direct other developers regarding project coding methodology and implementation.

Will Walton as Front End Developer: Will will be responsible for all front-end development. He will work with Gerald to configure the CMS.

Eric Leech as Visual Designer: Eric will be responsible for the overall user experience (UX) by designing a user-friendly, intuitive, attractive, and accessible websites.

Term

The Services shall begin on _____, and shall be completed no later than _____, unless sooner terminated according to the provisions of Section 8 (Termination) herein.

Project Management

Katy Franzen and/or assigns will oversee performance of Clarity's obligations hereunder. Boyle Wong and/or assigns will oversee performance of Client's obligations hereunder.

Fees

For the complete, satisfactory, and timely performance of services hereunder, Clarity will be paid professional fees as indicated below. Hours billed pursuant to this agreement shall not exceed 8 hours per day or 40 hours per week without prior written approval from Client. There shall not be any minimum payment amount under this Agreement.

Clarity Partners will provide all services at the hourly rates described below, beginning in the first year of the engagement. Subsequent years will see a 3% annual increase of these rates.

Executive Sponsor Non-billable	Sr. Project Manager \$175
Trainer \$145	Front End Developer \$140
Project Manager \$160	CMS Solution Architect \$175
Visual Designer \$140	Content Strategist \$135
Solution Architect \$175	Sr. Database Administrator \$175
QA Specialist \$125	Migration Specialist \$100
Database Administrator \$150	Sr. Business Analyst \$145
AWS Architect \$175-\$250	Subject Matter Expert \$150-\$250
Business Analyst \$125	

This is a time and materials engagement. Clarity has provided its best good-faith estimate for the work required, as outlined below.

Initial website design and development: 194 hours, \$34,370.00

Optional Services:

- Content migration (optional): 20 hours, \$3,500
- Hosting (optional): \$590 annually
- Maintenance and support (optional): 4 hours/month for 12 months, \$7,500

Optional items will be authorized via written communication (email) from the client.

Client will be responsible for reimbursing Clarity's reasonable direct out-of-pocket expenses pursuant to Section 4 (Clarity's Fees) of this Agreement.

Time Reporting

Clarity will use the Client approved timekeeping system and/or timesheets to record time worked for time and materials Projects.

Invoice and Payment

Clarity will invoice Client for Clarity's fees at the end of each calendar month. Invoices shall be emailed to the appropriate accounts payable account or contact or mailed to:

Boyle Wong, Information Systems Manager
Village of Morton Grove
6101 Capulina Ave
Morton Grove, IL 60053

Payments will be delivered to Clarity via ACH, U.S. Mail, or hand delivery. Invoices shall be deemed paid upon receipt.

Assumptions

1. Business Hours – All business will be conducted during normal business hours (Monday through Friday, 9:00 a.m. to 5:00 p.m.) unless a specific exception is required.
2. The Village Project Manager – The Village will assign an employee to serve as its internal project manager. This person will serve as the Clarity team's main point of contact throughout the project and will work with the Clarity team to align Village resources and resolve issues in order to maintain the project schedule.
3. Resource Availability – Appropriate Village user representative resources will be identified and scheduled for relevant work activities by the Village project manager prior to or coincident with the requisite task necessary to complete all items as outlined in the negotiated project plan. Village personnel will be available for quick turnaround on information requests, meetings, and other reasonable needs of the Clarity team to accomplish the project goals in an efficient and effective manner.
4. Subject Matter Expert Availability – Participation by the Village technical and functional experts and users are required to ensure that the solutions meet the needs of the project. The participants should represent Village experts that are able to contribute to the refinement of the solution analysis, requirements, and design.
5. Supporting Materials – The Village will provide all requested materials and information necessary for project delivery throughout the Project.
6. Timely Review and Approval of Deliverables – Relevant Village personnel involved in this project will be available for all reviews and approvals as required for completion of this project on agreed upon review dates. The Village will provide the Clarity team with written deliverable approval, or acceptance variances, within the timeframe outlined for each task.
7. Status Meeting Availability – Appropriate Village personnel will be available for regular status meetings.
8. Delivery Dates – The actual project delivery dates will be mutually determined by Clarity and the Village, and take into account the actual project start-date.
9. Scope Change – In the event of a change in scope or delay caused by the Village, Clarity will discuss the impact with the Village before proceeding. Any significant material changes to the Project scope or material delay caused by the Village will be escalated to Village management and may result in a change order for an increase in project cost and/or schedule change.
10. IT Support – The Village will provide the Clarity team with reasonable and necessary IT support in order to complete the agreed upon deliverables as described in this proposal.
11. Scope – Any service or deliverable not described in this proposal will be considered out of scope.
12. The Village Input Responsibility – The Village will provide all documentation of existing requirements, designs, and constraints at the start of the project in .DOC, .TXT, or .RTF format.
13. Documentation – The Village will provide documentation of all existing requirements, business rules, designs, and constraints at the start of the project.
14. Data – All website data, including backups and copies thereof, will remain the sole property of the Village. All data will be treated as confidential information.
15. Security – Clarity will follow standard best practices for application security. If there are higher security requirements needed (i.e., HIPAA, HITECH or PCI), Clarity will partner with the Village to adjust the scope as needed.
16. Additional Fees – Any software licensing or subscription fees, including paid plugins and/or additional hosting options – including a necessary staging environment -- not outlined in this proposal are assumed to be the responsibility of the Village.
17. CMS – This scope assumes an implementation using the WordPress Content Management System and the Salient. If a different CMS or theme is chosen or used, scope may need to be adjusted accordingly.
18. Design – The design process will be kept as efficient as possible by providing initial in-browser designs, rather than separate, static mockups. This scope assumes one (1) design revision. Any additional revisions would incur additional scope.

19. Functionality - This scope assumes no additional functionality beyond that of the current site.
20. CMS Sign-On Access - This scope assumes the use of built-in WordPress authentication.
21. Editorial Roles - This scope assumes two (2) configured editorial roles.
22. Content Migration (Optional) – Optional content migration estimates are provided initially, but we will develop a better estimate after we review current content and structures and understand the destination content and structures. The estimate cannot be confirmed until the source data has been examined. Content migration will be best effort, but will require client editorial review. Project scope usually assumes two production content migrations; if additional migrations are needed, additional scope may be required.
23. Browser Support – Browser support anticipated for Chrome, Firefox, Safari, and Edge. Supported versions are limited to the current version and the one immediately prior. Viewing is expected using a default zoom level (100%) for the device/browser the site is loaded on. Note that some variation is to be expected between different browsers and different operating systems; fidelity to the original design will therefore not be exact to the pixel.
24. Responsive Design – This scope assumes mobile support through responsive design. This scope assumes that designing for a responsive site is done as part of this overall effort, and not considered separately at the end of the project. This scope assumes three adaptations: (1) Small grid (smartphone), (2) Medium grid (tablet), (3) Large grid (desktop). Specific breakpoints will be determined by the chosen design. It is assumed that the base responsive theme will be an established framework, and that the smaller grids will be a percentage of the larger grid rather than pixel-based width choices.
25. Standard Code Usage – This scope assumes no customization beyond the use and configuration of the current WordPress framework and available plugins. This assumes no custom plugin creation.
26. Integrations – This scope assumes existing accessible APIs, feeds, and/or embedded code for all integrations, with their development finalized and available for use at the time of website development.
27. Meetings – This scope assumes one (1) weekly project status meeting, aside from milestone meetings as articulated in the project plan.
28. Hosting (Optional) – This scope and budget assumes hosting costs based on initial estimates of traffic patterns. If traffic exceeds those estimates, the Village is obligated to remunerate Clarity for the additional hosting costs incurred.
29. Maintenance and Support (Optional) – Maintenance and support is not included within this scope, but is included as an option.
30. Time and Materials - This project will be billed on a time and materials basis. Clarity has provided its best good-faith estimate for the work required.
31. Warranty – After the launch of the new website, the Village will enter its 30-day warranty period where anything that breaks is Clarity’s responsibility. After the 30-day warranty period ends, all break fix work will be performed on an hourly rate basis.

Works Made for Hire

Works Made for Hire and Assignment of Rights – Except for the preexisting materials of Clarity, the Parties agree that all ideas, know-how, processes, information, drawings, documents, designs, models, inventions, copyrightable materials, and other tangible and intangible materials authored, prepared, created, made, delivered, conceived, or reduced to practice, in whole or in part, by Clarity in the course of providing the Services, including without limitation, computer programs, computer systems, data, and documentation (collectively, the “Work Product”), are the sole and exclusive property of Client and shall be considered works made for hire. In the event any such Work Product does not fall within the specifically enumerated works that constitute works made for hire under the United States copyright laws, Clarity hereby irrevocably, expressly, and automatically assigns all right, title and interest worldwide in and to such Work Product to Client, including, without limitation, all copyrights, trademarks, patent rights, trade secrets, moral rights, and all other applicable proprietary and intellectual property rights. This assignment of rights includes, but is not limited to, all rights of Clarity under federal or state copyright, trade secret, intellectual property, or other laws, is all inclusive and is without reservation.

Unassignable Rights – If Clarity has any rights to the Work Product that cannot be assigned to Client in accordance with the foregoing, Clarity unconditionally and irrevocably: (a) waives the enforcement of such rights and (b) grants to Client during the term of such rights, an exclusive, irrevocable, perpetual, worldwide, royalty-free license to use, execute, reproduce, display, publish, perform, distribute copies of, and prepare distributive works based upon such Work Product, by all means now known or later developed, with the right to sublicense such rights through multiple levels of sublicensees.

Preexisting Materials – To the extent that any preexisting materials of Clarity are contained in the Work Product, Clarity retains ownership of such preexisting materials and hereby grants to Client an irrevocable, perpetual, worldwide, royalty-free license to use, execute, reproduce, display, publish, perform, distribute copies of, and prepare derivative works based upon such preexisting materials and derivative works thereof in furtherance of the limited purposes for which the Client uses the Services.

Legal Transfer – Upon Client’s request, Clarity shall execute any assignment of title or other instrument reasonably necessary for Client to obtain patent, copyright, or any other registration or protection.

Warranties – Clarity represents and warrants to Client that: (a) Clarity’s performance of the Services called for by this Agreement, including without limitation, if applicable, the development and delivery of the Work Product and Client’s and Client’s use of the Work Product, does not and will not violate or infringe upon; (i) any applicable law, rule, or regulation, (ii) any contracts with third parties, or (iii) any third-party rights in any patent, trademark, copyright, trade secret, or any other proprietary or intellectual property right; and (b) Clarity has full authority and sufficient right, title, and interest in and to the Work Product to grant and convey the rights accorded to Client under this Section hereof.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Statement of Work as of the effective date outlined above.

Clarity Partners, LLC

Client

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: Managing Member

Title: _____

Date: _____

Date: _____

Legislative Summary

Resolution 25-72

AUTHORIZING A CONTRACT WITH DK CONTRACTORS, INC. FOR THE FIFTH-THIRD BANK MAKE-READY UTILITY IMPROVEMENTS

Introduction:	September 9, 2025
Purpose:	To authorize the Village Administrator to execute a contract with DK Contractors, Inc. for the Fifth-Third Bank Make-Ready Utility Improvements.
Background:	<p>The Village, Morton Grove Park District, and Fifth-Third Bank have agreements to redevelop properties at 6201 Dempster Street and 6210 Dempster Street. The Village agreed to install sewer and water utilities to the site at 6210 Dempster Street.</p> <p>The Village worked cooperatively with the site's design engineer to design the utility improvements within the Illinois Department of Transportation (IDOT) right-of-way and obtain a permit from IDOT for this work. The Department of Public Works solicited bids according to the requirements of the Municipal Code. DK Contractors, Inc. submitted the lowest bid with a bid amount of \$95,992.00. This contract must conform to the requirements of the Prevailing Wage Act.</p>
Departs Affected	Department of Public Works
Fiscal Impact:	\$95,992.00
Source of Funds:	2025 Budget Village Hall/Police Building Capital Project Account No. 33-50-60-55-2290
Workload Impact:	The Department of Public Works, as part of their regular activities, will perform the management and implementation of the project.
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
FinanceReviewed by: Teresa Hoffman Liston, Corporation
Counsel Reviewed by: Mike Lukich, Director of Public
Works Prepared by: Chris Tomich, Village Engineer

RESOLUTION 25-72

AUTHORIZING A CONTRACT WITH DK CONTRACTORS, INC. FOR THE FIFTH-THIRD BANK MAKE-READY UTILITY IMPROVEMENTS

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

WHEREAS, the Village, Morton Grove Park District, and Fifth Third Bank have agreements in place to redevelop the properties at 6201 Dempster Street and 6210 Dempster Street, both in Morton Grove, Illinois; and

WHEREAS, Fifth Third Bank purchased the property at 6210 Dempster Street and has a permit to redevelop the vacant site with a new bank and drive-through facility; and

WHEREAS, the Village has purchased the property at 6201 Dempster Street and intends to repurpose and renovate the existing bank and drive-through facility as a municipal facility to support Village Administration and Police operations; and

WHEREAS, the agreement between the Village and Fifth-Third Bank requires the Village to install sewer and water utilities within Illinois Department of Transportation (IDOT) right-of-way abutting 6210 Dempster Street at no cost to Fifth-Third Bank; and

WHEREAS, the Village's Department of Public Works developed engineering plans and specifications to install the sewer and water utilities; and

WHEREAS, the Department of Public Works advertised on the Village website beginning August 1, 2025, inviting bids on the "Fifth-Third Bank Make-Ready Utility Improvements"; and

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

WHEREAS, Twenty-one (21) entities downloaded the contract documents; and

WHEREAS, Two (2) bids were received, publicly opened, and read at the Public Works Facility at 10:00 a.m. on August 27, 2025, with the bid results shown in Exhibit "A"; and

WHEREAS, DK Contractors, Inc., submitted the lowest bid in the amount of \$94,992.00; and

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

WHEREAS, funding for the above work for the lump sum amount of \$94,992.00 is available in the 2025 Budget's Village Hall/Police Building Capital Project Account Number 33-50-60-55-2290.

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

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

SECTION 2: The Corporate Authorities accept the bid of DK Contractors, Inc. of Pleasant Prairie, Wisconsin in the amount of \$94,992.00.

SECTION 3: The Village Administrator is hereby authorized to execute a contract with DK Contractors, Inc. for “Fifth-Third Bank Make-Ready Utility Improvements” consistent with its proposal in the amount of \$94,992.00.

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

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

Passed this 9th day of September 2025

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

Approved by me this 9th day of September 2025

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

Attested and Filed in my office
this 10th day of September 2025

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

Exhibit "A"

Village of Morton Grove, Cook County, Illinois
 Fifth-Third Bank Make-Ready Utility Improvements
 Bid Tabulation
 Bid Opening: August 27, 2025 10:00 a.m.

PAY ITEM	PAY ITEM DESCRIPTION	UNIT	QUANTITY	Engineer's Estimate		DK Contractors, Inc. 11073 122nd Street Pleasant Prairie, WI 53158		Mauro Sewer Construction, Inc. 1251 Redeker Road Des Plaines, IL 60016	
				UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST
40604062	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N70	TON	5	\$200.00	\$1,000.00	\$564.00	\$2,820.00	\$1,200.00	\$6,000.00
42400200	PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH	SQ FT	350	\$25.00	\$8,750.00	\$19.00	\$6,650.00	\$30.00	\$10,500.00
44000159	HOT-MIX ASPHALT SURFACE REMOVAL, 2 1/2"	SQ YD	36	\$50.00	\$1,800.00	\$176.00	\$6,336.00	\$100.00	\$3,600.00
44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	10	\$100.00	\$1,000.00	\$103.00	\$1,030.00	\$50.00	\$500.00
44000600	SIDEWALK REMOVAL	SQ FT	350	\$10.00	\$3,500.00	\$4.00	\$1,400.00	\$8.00	\$2,800.00
56201160	WATER SERVICE LINE 6"	FOOT	54	\$350.00	\$18,900.00	\$410.00	\$22,140.00	\$525.00	\$28,350.00
60248900	VALVE VAULTS, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1	\$15,000.00	\$15,000.00	\$7,938.00	\$7,938.00	\$20,000.00	\$20,000.00
60603800	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	10	\$200.00	\$2,000.00	\$126.00	\$1,260.00	\$250.00	\$2,500.00
70102632	TRAFFIC CONTROL AND PROTECTION, STANDARD 701602	L SUM	1	\$6,000.00	\$6,000.00	\$1.00	\$1.00	\$5,000.00	\$5,000.00
70102640	TRAFFIC CONTROL AND PROTECTION, STANDARD 701801	L SUM	1	\$1,000.00	\$1,000.00	\$1.00	\$1.00	\$1,000.00	\$1,000.00
X5610806	PRESSURE CONNECTION TO EXISTING WATER MAIN	EACH	1	\$5,000.00	\$5,000.00	\$9,689.00	\$9,689.00	\$20,000.00	\$20,000.00
SP-7	TRAFFIC CONTROL AND PROTECTION, SPECIAL	L SUM	1	\$3,000.00	\$3,000.00	\$4,760.00	\$4,760.00	\$80,000.00	\$80,000.00
SP-12	CONNECTION TO EXISTING STRUCTURE	EACH	1	\$8,000.00	\$8,000.00	\$2,464.00	\$2,464.00	\$3,000.00	\$3,000.00
SP-13	STORM SEWER (WATER MAIN QUALITY PIPE) 10" DUCTILE IRON	FOOT	36	\$180.00	\$6,480.00	\$309.00	\$11,124.00	\$200.00	\$7,200.00
SP-14	CUT AND CAP EXISTING WATER MAIN	EACH	1	\$500.00	\$500.00	\$4,392.00	\$4,392.00	\$2,000.00	\$2,000.00
SP-15	PAVEMENT PATCHING, SPECIAL, 10"	SQ YD	37	\$120.00	\$4,440.00	\$148.00	\$5,476.00	\$900.00	\$33,300.00
SP-16	WATER MAIN CASING PIPE 12"	FOOT	21	\$400.00	\$8,400.00	\$230.00	\$4,830.00	\$400.00	\$8,400.00
SP-17	TRENCH BACKFILL	L SUM	1	\$8,000.00	\$8,000.00	\$3,681.00	\$3,681.00	\$15,500.00	\$15,500.00
CORRECTED TOTAL PROPOSAL AMOUNT					\$102,770.00		\$95,992.00		\$249,650.00
AS-READ PROPOSAL AMOUNT							\$95,992.00		\$249,650.00

Apparent Low Bidder: DK Contractors, Inc.
Apparent Low Bid Amount: \$95,992.00
Engineer's Estimate of Cost: \$102,770.00
Difference: -\$6,778.00

Legislative Summary

Ordinance 25-26

**AN ORDINANCE AMENDING TITLE 5, CHAPTER 1, SECTION 3
OF THE MUNICIPAL CODE ENTITLED “VIOLATIONS, PROCEDURES, PENALTIES”
TO ADD SECTION F ENTITLED “FLEEING OR ATTEMPTING TO ELUDE A PEACE
OFFICER”**

Introduction:	September 9, 2025
Purpose:	The Ordinance will amend Title 5, Chapter 1, Section 3 of the Village Code entitled “Violations, Procedures, Penalties” to add the offense of fleeing or attempting to elude a peace officer.
Background:	<p>The Village of Morton Grove has experienced a significant rise in motorists fleeing or attempting to elude police. In 2018, the Police Department documented six instances of motorists fleeing from traffic stops; by 2024 that number exceeded fifty per year.</p> <p>At the same time, the Police Department has adopted a restrictive pursuit policy designed to protect officers, safeguard the public, and reduce civil liability from pursuit-related vehicle crashes. This pursuit policy, aligned with industry standards and IRMA recommendations, authorizes pursuits only when an individual poses an imminent danger to human life if not arrested immediately or has already caused great bodily harm. These circumstances are extremely rare in Morton Grove.</p> <p>Fleeing and eluding cases are difficult to investigate because criminal prosecution requires identifying the driver of the fleeing vehicle. The Police Department has determined that a local ordinance is needed to hold the registered owner of a motor vehicle accountable, when their vehicle is used to flee from or attempt to elude police</p> <p>If adopted, the Village and Police Department will engage in proactive communication with the community to discourage this crime. In addition, the Police Department will establish policies and procedures to impose penalties against vehicle owners whose cars are used to flee from police.</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 prosecute these cases before an administrative hearing officer.
Administrator Recommendation	Approval as presented
Second Reading:	Not Required
Special Requirements:	None

ORDINANCE 25-26

AN ORDINANCE AMENDING TITLE 5, CHAPTER 1, SECTION 3 OF THE MUNICIPAL CODE ENTITLED “VIOLATIONS, PROCEDURES, PENALTIES” TO ADD SECTION F ENTITLED “FLEEING OR ATTEMPTING TO ELUDE A PEACE OFFICER”

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 holding the owners of motor vehicles accountable for crimes committed with the use of the vehicle in the Village of Morton Grove; 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 amend the Municipal Code of the Village of Morton Grove to hold the registered owner of a motor vehicle accountable when their vehicle is used to flee from or attempt to elude police.

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 1 entitled “Traffic Administration and Enforcement,” Section 3 entitled “Violations, Procedures, Penalties,” shall be amended to add the following paragraphs:

F. Fleeing or attempting to elude a peace officer pursuant to 625 Illinois Compiled Statutes 5/11-204, 5/11-204.1 or a similar local ordinance

1. If a police officer has probable cause to believe a motor vehicle was driven or operated within the jurisdictional limits of the Village of Morton Grove to commit the criminal offense of fleeing or attempting to elude a peace officer under 625 ILCS 11-204, 625 ILCS 11-204.1, or similar local ordinance, the registered owner may be charged with a violation of this section.
2. Except as specifically provided otherwise, violations of this section shall be adjudicated before an administrative hearing officer in the manner set forth in Title 3, Article 3A of this code.
3. The identity of the registered owner of the motor vehicle shall be established by the Police Department's vehicle registration inquiry with the Illinois Secretary of State.
4. Notice of the citation shall be given in writing to the registered owner. The citation shall include the following:
 - a. Statement that the driver or operator of a motor vehicle registered to said owner fled or attempted to elude a Morton Grove police officer after having been given a visual or audible signal by a peace officer directing such driver or operator to bring his or her vehicle to a stop.
 - b. Date, approximate time, and approximate location of the event.
 - c. Description of the motor vehicle as contained in the police officer's report.
 - d. A citation or complaint for any violation of this section may be served by any method permitted pursuant to Section 1-4-5 B of the Municipal Code or by mailing the notice by certified mail, return receipt requested, to the registered owner's last known address, according to the Illinois Secretary of State; or in the case of a business, to the address for the registered agent or the address for its principal place of business. The date of service shall be the date in which personal service is accomplished or the date on which the written notice is mailed.
5. This section shall not apply if the vehicle used in the violation was stolen at that time and the theft was reported to the appropriate police authorities within seventy-two (72) hours after the theft was discovered.
6. Violating the provisions of Section 5-1-3(F) shall be subject to a fine as set forth in Title 1 Chapter 4 Section 2 of the Municipal Code. This section shall not replace or otherwise abrogate any existing state or federal laws or Village ordinance pertaining to fleeing or attempting to elude a peace officer, and these penalties shall be in addition to any penalties assessed by a court for any criminal charges.

SECTION 3: Title 1, entitled "Administration," Chapter 4 entitled "Penalties," Section 1-4-2 entitled "Monetary Penalties and Fines for Specific Violations and Offenses" is hereby amended to include a row pertaining to penalties for violations of Title 5 Chapter 1 Section 3(F) to read as follows:

5-1-3(F)	Fleeing and Eluding – first offense	\$1,000.00
5-1-3 (F)	Fleeing and Eluding – second and subsequent offense	\$1,000, plus an additional \$1,000 for each subsequent offense

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

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

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

SECTION 7: This Ordinance shall take effect on the later of the adoption of this Ordinance.

Passed this 23rd day of September 2025.

Trustee Khan _____

Trustee Minx _____

Trustee Shiba _____

Trustee Thill _____

Trustee Travis _____

Trustee White _____

Approved by me this 23rd day of September 2025.

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

Attested and Filed in my office
this 24th day of September 2025.

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