

**AGENDA**  
**REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE VILLAGE OF MORTON, ILLINOIS**  
**7:00 P.M.**  
**MONDAY, JUNE 16, 2025**  
**FREEDOM HALL, 349 W. BIRCHWOOD, MORTON, ILLINOIS**

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. PLEDGE OF ALLEGIANCE TO THE FLAG**
- IV. PUBLIC HEARING**
- V. PRESENTATIONS AND SPECIAL REPORTS**
- VI. PUBLIC COMMENT**
  - A. Public Comments
  - B. Requests for Removal of Items from the Consent Agenda
- VII. CONSENT AGENDA**
  - A. Approval of Minutes
    - 1. Regular Meeting – June 2, 2025
  - B. Approval of Bills
- VIII. CONSIDERATION OF ITEMS REMOVED FROM THE CONSENT AGENDA**
- IX. VILLAGE PRESIDENT**
- X. VILLAGE CLERK**
- XI. VILLAGE ADMINISTRATOR**
- XII. CHIEF OF POLICE**
  - A. Resolution 09-26 – A Resolution Authorizing Agreement with Axon Enterprise, Inc. Providing Advanced Renewal of Existing Contracts for In-Car Cameras and for Two Additional In-Car Cameras.
  - B. Ordinance 26-03 – An Ordinance Making Amendments to Section 9-6-21 of the Morton Municipal Code Regarding Towing Fees on Stolen Vehicles and Certain Personal Property Exempt from Liens for Unpaid Towing Fees.
- XIII. CORPORATION COUNSEL**
- XIV. DIRECTOR OF FIRE AND EMERGENCY SERVICES**
- XV. DIRECTOR OF PUBLIC WORKS**
  - A. Resolution 07-26 – A Resolution Authorizing Intergovernmental Agreement with the Illinois Department of Transportation for General Roadway Maintenance.
  - B. Resolution 08-26 – A Resolution Authorizing Resolution for Improvement Under the Illinois Highway Code.
- XVI. ZONING AND CODE ENFORCEMENT OFFICER**
- XVII. VILLAGE TRUSTEES**
  - A. Trustee Blunier
  - B. Trustee Cirilli
  - C. Trustee Hilliard
  - D. Trustee Leitch
  - E. Trustee Menold
  - F. Trustee Parrott
- XVIII. CLOSED SESSIONS**
- XIX. CONSIDERATION OF MATTERS ARISING FROM CLOSED SESSIONS**
- XX. ADJOURNMENT**

**VILLAGE BOARD OF TRUSTEES  
REGULAR MEETING  
7:00 P.M., JUNE 2, 2025**

After calling the meeting to order, President Kaufman led the Pledge of Allegiance. The Clerk called the roll, with the following members present: Blunier, Cirilli, Hilliard, Leitch, Menold, Parrott – 6.

**PUBLIC HEARINGS** – None

**PRESENTATIONS** – None

**PUBLIC COMMENT** – None

**CONSENT AGENDA**

- A. Approval of Minutes.
  - 1. Regular Meeting – May 19, 2025
- B. Approval of Bills

Trustee Parrott moved to approve the Consent Agenda. Motion was seconded by Trustee Leitch and approved with the following roll call vote:

Yes: Blunier, Cirilli, Hilliard, Leitch, Menold, Parrott – 6  
No: None  
Absent: None

**VILLAGE PRESIDENT**

President Kaufman requested appointment of Andrew Hertenstein to the Business District Commission, with a term expiring April 30, 2028. Trustee Leitch moved to approve. Motion was seconded by Trustee Menold and approved with the following roll call vote:

Yes: Blunier, Cirilli, Hilliard, Leitch, Menold, Parrott – 6  
No: None  
Absent: None

President Kaufman then thanked Dane Zeller, outgoing Business District Commissioner, for his years of service on the Commission. He also mentioned the Pack the Cruiser event that was held by the Police Department at Kroger, which Chief Darche summarized and noted that it raised \$568 for Midwest Food Bank as well two full pallets of food.

**VILLAGE ADMINISTRATOR**

Administrator Smick presented a Building Improvement Grant recommendation from the Business District Commission for Hub & Spoke at 110 W. Madison. She noted that this project involves taking out part of a wall and installing a garage door, as well as adding two handicap-accessible ramps into the building. The total project cost is \$16,350 and the recommended grant amount is 50% of the cost, \$8,175. Trustee Leitch moved to approve. Motion was seconded by Trustee Parrott and approved with the following roll call vote:

Yes: Blunier, Cirilli, Hilliard, Leitch, Menold, Parrott – 6  
No: None  
Absent: None

## **CHIEF OF POLICE**

Chief Darche requested approval of purchase for 3 Ford Interceptor squad cars from Morrow Brothers Ford at the 2025 State Bid Price. He noted that in speaking with Morrow Brothers, they had mentioned that due to upcoming tariffs, they anticipate costs of future cars of the same type will increase three or four thousand dollars. He would like to move forward now since the Village can still take advantage of purchasing them before the prices rise since they are already in production step. They would also be able to have the same color selection and keyed the same as the existing cars. Trustee Blunier moved to approve. Motion was seconded by Trustee Hilliard and approved with the following roll call vote:

Yes: Blunier, Cirilli, Hilliard, Leitch, Menold, Parrott – 6

No: None

Absent: None

## **DIRECTOR OF PUBLIC WORKS**

Administrator Smick, on behalf of DPW Loudermilk, requested acceptance of Base Bid in the Amount of \$368,000.00, Alternate Bid No. 1 in the Amount of \$87,000.00, and Alternate Bid No. 2 in the Amount of \$93,000.00, for a total of \$548,000.00 for the Building Renovation Project at 701 Flint Ave. on behalf of Crane Equipment & Service, Inc. and Award of Contract for Same to Core Construction Services of Illinois, Inc. (Project to be funded first utilizing IL DCEO CDGB Economic Grant Program Leasehold Improvement funds in the amount of \$473,249 and then utilizing CES Funds for the remaining balance). Saley Hanley spoke and gave some additional details about the grant funding aspect of the project. Trustee Parrott moved to approve. Motion was seconded by Trustee Cirilli and approved with the following roll call vote:

Yes: Blunier, Cirilli, Hilliard, Leitch, Menold, Parrott – 6

No: None

Absent: None

## **ADJOURNMENT**

With no further business to come before the Board, Trustee Hilliard moved to adjourn. Motion was seconded by Trustee Leitch and followed by a unanimous voice vote.

ATTEST:

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PRESIDENT

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VILLAGE CLERK

**RESOLUTION NO. 09-26**

**RESOLUTION AUTHORIZING AGREEMENT WITH AXON ENTERPRISE, INC.  
PROVIDING ADVANCED RENEWAL OF EXISTING CONTRACTS FOR IN-CAR  
CAMERAS AND FOR TWO ADDITIONAL IN-CAR CAMERAS**

**WHEREAS**, the Village of Morton Police Department utilizes in-car cameras from Axon Enterprise, Inc.;

**WHEREAS**, the Chief of Police has recommended that the Village of Morton renew its contract with Axon Enterprises, Inc. for in-car cameras, with an amendment to include two additional in-car cameras, and consolidate its existing three invoices for those in-car cameras into one invoice.

**NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MORTON**, Tazewell County, Illinois, as follows:

1. The agreement with Axon Enterprise, Inc., titled “Fleet Statement of Work Between Axon Enterprise and Agency,” in the form as attached hereto as Exhibit A is approved.
2. The Chief of Police is authorized and directed to execute the agreement with Axon Enterprises, Inc. and any other documents which may be necessary to effectuate the agreement authorized hereby.

**BE IT FURTHER RESOLVED** that this resolution shall be in full force and effect upon its passage and approval.

**PASSED AND APPROVED** at a regular meeting of the President and Board of Trustees of the Village of Morton, Tazewell County, Illinois, this \_\_\_\_ day of \_\_\_\_\_, 2025; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
**President**

ATTEST:

\_\_\_\_\_  
**Village Clerk**

# **EXHIBIT A**

## **FLEET STATEMENT OF WORK BETWEEN AXON ENTERPRISE AND AGENCY**

### **Introduction**

This Statement of Work ("SOW") has been made and entered into by and between Axon Enterprise, Inc. ("AXON"), and Morton Police Dept. - IL the ("AGENCY") for the purchase of the Axon Fleet in-car video solution ("FLEET") and its supporting information, services and training. (AXON Technical Project Manager/The AXON installer)

### **Purpose and Intent**

AGENCY states, and AXON understands and agrees, that Agency's purpose and intent for entering into this SOW is for the AGENCY to obtain from AXON deliverables, which used solely in conjunction with AGENCY's existing systems and equipment, which AGENCY specifically agrees to purchase or provide pursuant to the terms of this SOW.

This SOW contains the entire agreement between the parties. There are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in the SOW.

### **Acceptance**

Upon completion of the services outlined in this SOW, AGENCY will be provided a professional services acceptance form ("Acceptance Form"). AGENCY will sign the Acceptance Form acknowledging that services have been completed in substantial conformance with this SOW and the Agreement. If AGENCY reasonably believes AXON did not complete the professional services in conformance with this SOW, AGENCY must notify AXON in writing of the specific reasons within seven (7) calendar days from delivery of the Acceptance Form. AXON will remedy the issues to conform with this SOW and re-present the Acceptance Form for signature. If AXON does not receive the signed Acceptance Form or written notification of the reasons for rejection within 7 calendar days of the delivery of the Acceptance Form, AGENCY will be deemed to have accepted the services in accordance to this SOW.

**Force Majeure**

Neither party hereto shall be liable for delays or failure to perform with respect to this SOW due to causes beyond the party's reasonable control and not avoidable by diligence.

#### **Schedule Change**

Each party shall notify the other as soon as possible regarding any changes to agreed upon dates and times of Axon Fleet in-car Solution installation to be performed pursuant of this Statement of Work.

#### **Axon Fleet Deliverables**

Typically, within (30) days of receiving this fully executed SOW, an AXON Technical Project Manager will deliver to AGENCY's primary point of contact via electronic media, controlled documentation, guides, instructions and videos followed by available dates for the initial project review and customer readiness validation. Unless otherwise agreed upon by AXON, AGENCY may print and reproduce said documents for use by its employees only.

#### **Security Clearance and Access**

Upon AGENCY's request, AXON will provide the AGENCY a list of AXON employees, agents, installers or representatives which require access to the AGENCY's facilities in order to perform Work pursuant of this Statement of Work. AXON will ensure that each employee, agent or representative has been informed or and consented to a criminal background investigation by AGENCY for the purposes of being allowed access to AGENCY's facilities. AGENCY is responsible for providing AXON with all required instructions and documentation accompanying the security background check's requirements.

#### **Training**

AXON will provide training applicable to Axon Evidence, Cradlepoint NetCloud Manager and Axon Fleet application in a train-the-trainer style method unless otherwise agreed upon between the AGENCY and AXON.

#### **Local Computer**



AGENCY is responsible for providing a mobile data computer (MDC) with the same software, hardware, and configuration that AGENCY personnel will use with the AXON system being installed. AGENCY is responsible for making certain that any and all security settings (port openings, firewall settings, antivirus software, virtual private network, routing, etc.) are made prior to the installation, configuration and testing of the aforementioned deliverables.

#### **Network**

AGENCY is responsible for making certain that any and all network(s) route traffic to appropriate endpoints and AXON is not liable for network breach, data interception, or loss of data due to misconfigured firewall settings or virus infection, except to the extent that such virus or infection is caused, in whole or in part, by defects in the deliverables.

#### **Cradlepoint Router**

When applicable, AGENCY must provide AXON Installers with temporary administrative access to Cradlepoint's NetCloud Manager to the extent necessary to perform Work pursuant to this Statement of Work.

#### **Evidence.com**

AGENCY must provide AXON Installers with temporary administrative access to Axon Evidence.com to the extent necessary to perform Work pursuant to this SOW.

#### **Wireless Upload System**

If purchased by the AGENCY, on such dates and times mutually agreed upon by the parties, AXON will install and configure into AGENCY's existing network a wireless network infrastructure as identified in the AGENCY's binding quote based on conditions of the sale.

#### **VEHICLE INSTALLATION**

#### **Preparedness**

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer less weapons and items of evidence. Vehicle(s) will be deemed 'out of service' to the extent necessary to perform Work pursuant of this SOW.

#### **Existing Mobile Video Camera System Removal**

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer which will remove from said vehicles all components of the existing mobile video camera system unless otherwise agreed upon by the AGENCY.

Major components will be salvaged by the AXON Installer for auction by the AGENCY. Wires and cables are not considered expendable and will not be salvaged. Salvaged components will be placed in a designated area by the AGENCY within close proximity of the vehicle in an accessible work space.

Prior to removing the existing mobile video camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's systems' operation to identify and operate, documenting any existing component or system failures and in detail, identify which components of the existing mobile video camera system will be removed by the AXON Installer.

#### **In-Car Hardware/Software Delivery and Installation**

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer, who will install and configure in each vehicle in accordance with the specifications detailed in the system's installation manual and its relevant addendum(s). Applicable in-car hardware will be installed and configured as defined and validated by the AGENCY during the pre-deployment discovery process.

If a specified vehicle is unavailable on the date and time agreed upon by the parties, AGENCY will provide a similar vehicle for the installation process. Delays due to a vehicle, or substitute vehicle, not being available at agreed upon dates and times may result in additional fees to the AGENCY. If the AXON Installer determines that a vehicle is not properly prepared for installation ("Not Fleet Ready"), such as a battery not being properly charged or properly up-fit for in-service, field operations, the issue shall be reported immediately to the AGENCY for resolution and a date and time for the future installation shall be agreed upon by the parties.

Upon completion of installation and configuration, AXON will systematically test all installed and configured in-car hardware and software to ensure that ALL functions of the hardware and software are fully operational and that any deficiencies are corrected unless otherwise agreed upon by the AGENCY, installation, configuration, test and the correct of any deficiencies will be completed in each vehicle accepted for installation.

Prior to installing the Axon Fleet camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's existing systems' operation to identify, document any existing component or vehicle systems' failures. Prior to any vehicle up-fitting the AXON Installer will introduce the system's components, basic functions, integrations and systems overview along with reference to AXON approved, AGENCY manuals, guides, portals and videos. It is both the responsibility of the AGENCY and the AXON Installer to agree on placement of each components, the antenna(s), integration recording trigger sources and customer preferred power, ground and ignition sources prior to permanent or temporary installation of an Axon Fleet camera solution in each vehicle type. Agreed placement will be documented by the AXON Installer.

AXON welcomes up to 5 persons per system operation training session per day, and unless otherwise agreed upon by the AGENCY, the first vehicle will be used for an installation training demonstration. The second vehicle will be used for an assisted installation training demonstration. The installation training session is customary to any AXON Fleet installation service regardless of who performs the continued Axon Fleet system installations.

The customary training session does not 'certify' a non-AXON Installer, customer-employed Installer or customer 3rd party Installer, since the AXON Fleet products does not offer an Installer certification program. Any work performed by non-AXON Installer, customer-employed Installer or customer 3rd party Installer is not warranted by AXON, and AXON is not liable for any damage to the vehicle and its existing systems and AXON Fleet hardware.



Axon Enterprise, Inc.  
17800 N 85th St.  
Scottsdale, Arizona 85255  
United States  
VAT: 86-0741227  
Domestic: (800) 978-2737  
International: +1.800.978.2737

Q-695013-45810JK  
Issued: 06/02/2025  
Quote Expiration: 06/18/2025  
Estimated Contract Start Date: 08/15/2025

Account Number: 116203  
Payment Terms: N30  
Mode of Delivery: UPS-GND  
Credit/Debit Amount: \$0.00

| SHIP TO  | BILL TO   |
|--|---|
| Morton Police Dept. - IL<br>375 W BIRCHWOOD ST<br>MORTON,<br>IL<br>61550-2494<br>USA | Morton Police Dept. - IL<br>375 W BIRCHWOOD ST<br>MORTON<br>IL<br>61550-2494<br>USA<br>Email: |

| SALES REPRESENTATIVE   | PRIMARY CONTACT  |
|--|--|
| Joe Koestner<br>Phone: (480) 515-6377<br>Email: jkoestner@axon.com<br>Fax: | John Johnson<br>Phone: 309-657-2550<br>Email: jjohnson@morton-il.gov<br>Fax: |

### Quote Summary

|                        |              |
|------------------------|--------------|
| Program Length         | 120 Months   |
| TOTAL COST             | \$323,302.82 |
| ESTIMATED TOTAL W/ TAX | \$323,302.82 |

### Discount Summary

|                          |              |
|--------------------------|--------------|
| Average Savings Per Year | \$10,774.06  |
| TOTAL SAVINGS            | \$107,740.64 |

# Payment Summary

| Date         | Subtotal            | Tax           | Total               |
|--------------|---------------------|---------------|---------------------|
| Jul 2025     | \$26,135.89         | \$0.00        | \$26,135.89         |
| Jul 2026     | \$26,135.89         | \$0.00        | \$26,135.89         |
| Jul 2027     | \$33,878.88         | \$0.00        | \$33,878.88         |
| Jul 2028     | \$33,878.88         | \$0.00        | \$33,878.88         |
| Jul 2029     | \$33,878.88         | \$0.00        | \$33,878.88         |
| Jul 2030     | \$33,878.88         | \$0.00        | \$33,878.88         |
| Jul 2031     | \$33,878.88         | \$0.00        | \$33,878.88         |
| Jul 2032     | \$33,878.88         | \$0.00        | \$33,878.88         |
| Jul 2033     | \$33,878.88         | \$0.00        | \$33,878.88         |
| Jul 2034     | \$33,878.88         | \$0.00        | \$33,878.88         |
| <b>Total</b> | <b>\$323,302.82</b> | <b>\$0.00</b> | <b>\$323,302.82</b> |

Quote Unbundled Price: \$431,058.80  
 Quote List Price: \$360,386.00  
 Quote Subtotal: \$323,302.82

## Pricing

### All deliverables are detailed in Delivery Schedules section lower in proposal

| Item                       | Description   | Qty | Term | Unbundled | List Price | Net Price  | Subtotal            | Tax           | Total               |
|----------------------------|---|-----|------|-----------|------------|------------|---------------------|---------------|---------------------|
| <b>Program</b>             |   |     |      |           |            |            |                     |               |                     |
| 100553                     | TRANSFER CREDIT - SOFTWARE AND SERVICES                   | 1   |      |           | \$1.00     | \$2,496.81 | \$2,496.81          | \$0.00        | \$2,496.81          |
| 100552                     | TRANSFER CREDIT - GOODS                                   | 1   |      |           | \$1.00     | \$2,544.41 | \$2,544.41          | \$0.00        | \$2,544.41          |
| Fleet3ARE                  | Fleet 3 Advanced Renewal                                  | 12  | 60   |           | \$231.35   | \$189.57   | \$137.40            | \$0.00        | \$98,928.00         |
| Fleet3ARE                  | Fleet 3 Advanced Renewal                                  | 12  | 60   |           | \$231.35   | \$189.57   | \$136,490.40        | \$0.00        | \$136,490.40        |
| Fleet3A10Yr                | Fleet 3 Advanced 10 Year                                  | 2   | 120  |           | \$292.32   | \$248.53   | \$59,647.20         | \$0.00        | \$59,647.20         |
| <b>A la Carte Hardware</b> |   |     |      |           |            |            |                     |               |                     |
| 101924                     | AXON FLEET - TAOGLAS ANT - 7-IN-1 4CELL 2WIFI 1GNSS INT   | 12  |      |           | \$149.00   | \$149.00   | \$1,788.00          | \$0.00        | \$1,788.00          |
| 101675                     | AXON FLEET - ERICSSON CRADLEPOINT R980-5GD-A-5YR NETCLOUD | 12  |      |           | \$1,899.00 | \$1,519.00 | \$18,228.00         | \$0.00        | \$18,228.00         |
| <b>A la Carte Services</b> |   |     |      |           |            |            |                     |               |                     |
| 100738                     | AXON FLEET 3 - SIM INSERTION - VZW 4FF                    | 12  |      |           | \$15.00    | \$15.00    | \$180.00            | \$0.00        | \$180.00            |
| 100159                     | AXON FLEET 3 - SERVICES - ALPR API INTEGRATION            | 1   |      |           | \$3,000.00 | \$3,000.00 | \$3,000.00          | \$0.00        | \$3,000.00          |
| <b>Total</b>               |   |     |      |           |            |            | <b>\$323,302.82</b> | <b>\$0.00</b> | <b>\$323,302.82</b> |

## Delivery Schedule

### Hardware

| Bundle                   | Item   | Description   | QTY | Shipping Location | Estimated Delivery Date |
|--------------------------|--------|---|-----|-------------------|-------------------------|
| Fleet 3 Advanced 10 Year | 101675 | AXON FLEET - ERICSSON CRADLEPOINT R980-5GD-A+5YR NETCLOUD | 2   | 1                 | 07/15/2025              |
| Fleet 3 Advanced 10 Year | 101924 | AXON FLEET - TAOGLAS ANT - 7-IN-1 4CELL 2WIFI 1GNSS INT   | 2   | 1                 | 07/15/2025              |
| Fleet 3 Advanced 10 Year | 70112  | AXON SIGNAL - VEHICLE                                     | 2   | 1                 | 07/15/2025              |
| Fleet 3 Advanced 10 Year | 72036  | AXON FLEET 3 - STANDARD 2 CAMERA KIT                      | 2   | 1                 | 07/15/2025              |
| A la Carte               | 101675 | AXON FLEET - ERICSSON CRADLEPOINT R980-5GD-A+5YR NETCLOUD | 12  | 1                 | 07/15/2025              |
| A la Carte               | 101924 | AXON FLEET - TAOGLAS ANT - 7-IN-1 4CELL 2WIFI 1GNSS INT   | 12  | 1                 | 07/15/2025              |
| Fleet 3 Advanced 10 Year | 72040  | AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT                 | 2   | 1                 | 07/15/2030              |
| Fleet 3 Advanced Renewal | 72040  | AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT                 | 12  | 1                 | 07/15/2030              |
| Fleet 3 Advanced 10 Year | 100092 | AXON FLEET - TAP REFRESH 2 - 2 CAMERA KIT                 | 2   | 1                 | 07/15/2035              |
| Fleet 3 Advanced Renewal | 72040  | AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT                 | 12  | 1                 | 07/15/2035              |

### Software

| Bundle                   | Item  | Description                            | QTY | Estimated Start Date | Estimated End Date |
|--------------------------|-------|--|-----|----------------------|--------------------|
| Fleet 3 Advanced 10 Year | 80400 | AXON EVIDENCE - FLEET VEHICLE LICENSE  | 2   | 08/15/2025           | 08/14/2035         |
| Fleet 3 Advanced 10 Year | 80401 | AXON FLEET 3 - ALPR LICENSE - 1 CAMERA | 2   | 08/15/2025           | 08/14/2035         |

## Software

| Bundle                   | Item  | Description   | QTY | Estimated Start Date | Estimated End Date |
|--------------------------|-------|---|-----|----------------------|--------------------|
| Fleet 3 Advanced 10 Year | 80402 | AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIFESTREAM | 2   | 08/15/2025           | 08/14/2035         |
| Fleet 3 Advanced 10 Year | 80410 | AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED              | 4   | 08/15/2025           | 08/14/2035         |
| Fleet 3 Advanced Renewal | 80400 | AXON EVIDENCE - FLEET VEHICLE LICENSE                           | 12  | 08/15/2025           | 08/14/2030         |
| Fleet 3 Advanced Renewal | 80401 | AXON FLEET 3 - ALPR LICENSE - 1 CAMERA                          | 12  | 08/15/2025           | 08/14/2030         |
| Fleet 3 Advanced Renewal | 80402 | AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIFESTREAM | 12  | 08/15/2025           | 08/14/2030         |
| Fleet 3 Advanced Renewal | 80410 | AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED              | 24  | 08/15/2025           | 08/14/2030         |
| Fleet 3 Advanced Renewal | 80400 | AXON EVIDENCE - FLEET VEHICLE LICENSE                           | 12  | 08/15/2030           | 08/14/2035         |
| Fleet 3 Advanced Renewal | 80401 | AXON FLEET 3 - ALPR LICENSE - 1 CAMERA                          | 12  | 08/15/2030           | 08/14/2035         |
| Fleet 3 Advanced Renewal | 80402 | AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIFESTREAM | 12  | 08/15/2030           | 08/14/2035         |
| Fleet 3 Advanced Renewal | 80410 | AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED              | 24  | 08/15/2030           | 08/14/2035         |

## Services

| Bundle                   | Item   | Description   | QTY |
|--------------------------|--------|---|-----|
| Fleet 3 Advanced 10 Year | 100738 | AXON FLEET 3 - SIM INSERTION - VZW 4FF                | 2   |
| Fleet 3 Advanced 10 Year | 73391  | AXON FLEET 3 - DEPLOYMENT PER VEHICLE - NOT OVERSIZED | 2   |
| Fleet 3 Advanced 10 Year | 73392  | AXON FLEET 3 - INSTALLATION - UPGRADE (PER VEHICLE)   | 2   |
| Fleet 3 Advanced Renewal | 73392  | AXON FLEET 3 - INSTALLATION - UPGRADE (PER VEHICLE)   | 12  |
| Fleet 3 Advanced Renewal | 73392  | AXON FLEET 3 - INSTALLATION - UPGRADE (PER VEHICLE)   | 12  |
| A la Carte               | 100159 | AXON FLEET 3 - SERVICES - ALPR API INTEGRATION        | 1   |
| A la Carte               | 100738 | AXON FLEET 3 - SIM INSERTION - VZW 4FF                | 12  |

## Warranties

| Bundle                   | Item  | Description                                | QTY | Estimated Start Date | Estimated End Date |
|--------------------------|-------|--|-----|----------------------|--------------------|
| Fleet 3 Advanced Renewal | 80495 | AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT | 12  | 08/15/2025           | 08/14/2030         |
| Fleet 3 Advanced 10 Year | 80379 | AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT   | 2   | 07/15/2026           | 08/14/2035         |
| Fleet 3 Advanced 10 Year | 80495 | AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT | 2   | 07/15/2026           | 08/14/2035         |
| Fleet 3 Advanced Renewal | 80495 | AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT | 12  | 08/15/2030           | 08/14/2035         |



# Shipping Locations

| Location Number | Street             | City   | State | Zip        | Country |
|-----------------|--------------------|--------|-------|------------|---------|
| 1               | 375 W BIRCHWOOD ST | MORTON | IL    | 61550-2494 | USA     |

## Payment Details

| Jul 2025         |             |   |     |                    |               |
|------------------|-------------|---|-----|--------------------|---------------|
| Invoice Plan     | Item        | Description   | Qty | Subtotal           | Tax Total     |
| Annual Payment 1 | 100159      | AXON FLEET 3 - SERVICES - ALPR API INTEGRATION            | 1   | \$198.84           | \$0.00        |
| Annual Payment 1 | 100738      | AXON FLEET 3 - SIM INSERTION - VZW 4FF                    | 12  | \$11.93            | \$0.00        |
| Annual Payment 1 | 101675      | AXON FLEET - ERICSSON CRADLEPOINT R980-5GD-A+5YR NETCLOUD | 12  | \$1,208.17         | \$0.00        |
| Annual Payment 1 | 101924      | AXON FLEET - TAOGLAS ANT - 7-IN-1 4CELL 2WIFI 1GNSS INT   | 12  | \$118.51           | \$0.00        |
| Annual Payment 1 | Fleet3A10Yr | Fleet 3 Advanced 10 Year                                  | 2   | \$3,953.47         | \$0.00        |
| Annual Payment 1 | Fleet3ARe   | Fleet 3 Advanced Renewal                                  | 12  | \$9,046.71         | \$0.00        |
| Annual Payment 1 | Fleet3ARe   | Fleet 3 Advanced Renewal                                  | 12  | \$6,557.04         | \$0.00        |
| Transfer Debit   | 100552      | TRANSFER CREDIT - GOODS                                   | 1   | \$2,544.41         | \$0.00        |
| Transfer Debit   | 100553      | TRANSFER CREDIT - SOFTWARE AND SERVICES                   | 1   | \$2,496.81         | \$0.00        |
| <b>Total</b>     |             |   |     | <b>\$26,135.89</b> | <b>\$0.00</b> |

| Aug 2025                 |           |                          |     |               |               |
|--------------------------|-----------|--------------------------|-----|---------------|---------------|
| Invoice Plan             | Item      | Description              | Qty | Subtotal      | Tax Total     |
| Invoice Upon Fulfillment | Fleet3ARe | Fleet 3 Advanced Renewal | 12  | \$0.00        | \$0.00        |
| <b>Total</b>             |           |                          |     | <b>\$0.00</b> | <b>\$0.00</b> |

| Jul 2026         |             |   |     |                    |               |
|------------------|-------------|---|-----|--------------------|---------------|
| Invoice Plan     | Item        | Description   | Qty | Subtotal           | Tax Total     |
| Annual Payment 2 | 100159      | AXON FLEET 3 - SERVICES - ALPR API INTEGRATION            | 1   | \$246.36           | \$0.00        |
| Annual Payment 2 | 100738      | AXON FLEET 3 - SIM INSERTION - VZW 4FF                    | 12  | \$14.78            | \$0.00        |
| Annual Payment 2 | 101675      | AXON FLEET - ERICSSON CRADLEPOINT R980-5GD-A+5YR NETCLOUD | 12  | \$1,496.90         | \$0.00        |
| Annual Payment 2 | 101924      | AXON FLEET - TAOGLAS ANT - 7-IN-1 4CELL 2WIFI 1GNSS INT   | 12  | \$146.83           | \$0.00        |
| Annual Payment 2 | Fleet3A10Yr | Fleet 3 Advanced 10 Year                                  | 2   | \$4,898.29         | \$0.00        |
| Annual Payment 2 | Fleet3ARe   | Fleet 3 Advanced Renewal                                  | 12  | \$11,208.67        | \$0.00        |
| Annual Payment 2 | Fleet3ARe   | Fleet 3 Advanced Renewal                                  | 12  | \$8,124.06         | \$0.00        |
| <b>Total</b>     |             |   |     | <b>\$26,135.89</b> | <b>\$0.00</b> |

| Jul 2027         |             |   |     |                    |               |
|------------------|-------------|---|-----|--------------------|---------------|
| Invoice Plan     | Item        | Description   | Qty | Subtotal           | Tax Total     |
| Annual Payment 3 | 100159      | AXON FLEET 3 - SERVICES - ALPR API INTEGRATION            | 1   | \$319.35           | \$0.00        |
| Annual Payment 3 | 100738      | AXON FLEET 3 - SIM INSERTION - VZW 4FF                    | 12  | \$19.16            | \$0.00        |
| Annual Payment 3 | 101675      | AXON FLEET - ERICSSON CRADLEPOINT R980-5GD-A+5YR NETCLOUD | 12  | \$1,940.37         | \$0.00        |
| Annual Payment 3 | 101924      | AXON FLEET - TAOGLAS ANT - 7-IN-1 4CELL 2WIFI 1GNSS INT   | 12  | \$190.33           | \$0.00        |
| Annual Payment 3 | Fleet3A10Yr | Fleet 3 Advanced 10 Year                                  | 2   | \$6,349.44         | \$0.00        |
| Annual Payment 3 | Fleet3ARe   | Fleet 3 Advanced Renewal                                  | 12  | \$14,529.35        | \$0.00        |
| Annual Payment 3 | Fleet3ARe   | Fleet 3 Advanced Renewal                                  | 12  | \$10,530.88        | \$0.00        |
| <b>Total</b>     |             |   |     | <b>\$33,878.88</b> | <b>\$0.00</b> |

| Jul 2028         |             |   |     |             |            |
|------------------|-------------|---|-----|-------------|------------|
| Invoice Plan     | Item        | Description   | Qty | Subtotal    | Tax Total  |
| Annual Payment 4 | 100159      | AXON FLEET 3 - SERVICES - ALPR API INTEGRATION            | 1   | \$319.35    | \$319.35   |
| Annual Payment 4 | 100738      | AXON FLEET 3 - SIM INSERTION - VZW 4FF                    | 12  | \$19.16     | \$19.16    |
| Annual Payment 4 | 101675      | AXON FLEET - ERICSSON CRADLEPOINT R980-5GD-A+5YR NETCLOUD | 12  | \$1,940.37  | \$1,940.37 |
| Annual Payment 4 | 101924      | AXON FLEET - TAOGLAS ANT - 7-IN-1 4CELL 2WIFI 1GNSS INT   | 12  | \$190.33    | \$190.33   |
| Annual Payment 4 | Fleet3A10Yr | Fleet 3 Advanced 10 Year                                  | 2   | \$6,349.44  | \$0.00     |
| Annual Payment 4 | Fleet3ARe   | Fleet 3 Advanced Renewal                                  | 12  | \$10,530.88 | \$0.00     |
| Annual Payment 4 | Fleet3ARe   | Fleet 3 Advanced Renewal                                  | 12  | \$14,529.35 | \$0.00     |
| Total            |             |   |     | \$33,878.88 | \$0.00     |

| Jul 2029         |             |   |     |             |           |
|------------------|-------------|---|-----|-------------|-----------|
| Invoice Plan     | Item        | Description   | Qty | Subtotal    | Tax Total |
| Annual Payment 5 | 100159      | AXON FLEET 3 - SERVICES - ALPR API INTEGRATION            | 1   | \$319.35    | \$319.35  |
| Annual Payment 5 | 100738      | AXON FLEET 3 - SIM INSERTION - VZW 4FF                    | 12  | \$19.16     | \$0.00    |
| Annual Payment 5 | 101675      | AXON FLEET - ERICSSON CRADLEPOINT R980-5GD-A+5YR NETCLOUD | 12  | \$1,940.37  | \$0.00    |
| Annual Payment 5 | 101924      | AXON FLEET - TAOGLAS ANT - 7-IN-1 4CELL 2WIFI 1GNSS INT   | 12  | \$190.33    | \$0.00    |
| Annual Payment 5 | Fleet3A10Yr | Fleet 3 Advanced 10 Year                                  | 2   | \$6,349.44  | \$0.00    |
| Annual Payment 5 | Fleet3ARe   | Fleet 3 Advanced Renewal                                  | 12  | \$14,529.35 | \$0.00    |
| Annual Payment 5 | Fleet3ARe   | Fleet 3 Advanced Renewal                                  | 12  | \$10,530.88 | \$0.00    |
| Total            |             |   |     | \$33,878.88 | \$0.00    |

| Jul 2030         |             |   |     |             |           |
|------------------|-------------|---|-----|-------------|-----------|
| Invoice Plan     | Item        | Description   | Qty | Subtotal    | Tax Total |
| Annual Payment 6 | 100159      | AXON FLEET 3 - SERVICES - ALPR API INTEGRATION            | 1   | \$319.35    | \$319.35  |
| Annual Payment 6 | 100738      | AXON FLEET 3 - SIM INSERTION - VZW 4FF                    | 12  | \$19.16     | \$0.00    |
| Annual Payment 6 | 101675      | AXON FLEET - ERICSSON CRADLEPOINT R980-5GD-A+5YR NETCLOUD | 12  | \$1,940.37  | \$0.00    |
| Annual Payment 6 | 101924      | AXON FLEET - TAOGLAS ANT - 7-IN-1 4CELL 2WIFI 1GNSS INT   | 12  | \$190.33    | \$0.00    |
| Annual Payment 6 | Fleet3A10Yr | Fleet 3 Advanced 10 Year                                  | 2   | \$6,349.44  | \$0.00    |
| Annual Payment 6 | Fleet3ARe   | Fleet 3 Advanced Renewal                                  | 12  | \$14,529.35 | \$0.00    |
| Annual Payment 6 | Fleet3ARe   | Fleet 3 Advanced Renewal                                  | 12  | \$10,530.88 | \$0.00    |
| Total            |             |   |     | \$33,878.88 | \$0.00    |

| Jul 2031         |             |   |     |             |           |
|------------------|-------------|---|-----|-------------|-----------|
| Invoice Plan     | Item        | Description   | Qty | Subtotal    | Tax Total |
| Annual Payment 7 | 100159      | AXON FLEET 3 - SERVICES - ALPR API INTEGRATION            | 1   | \$319.35    | \$0.00    |
| Annual Payment 7 | 100738      | AXON FLEET 3 - SIM INSERTION - VZW 4FF                    | 12  | \$19.16     | \$0.00    |
| Annual Payment 7 | 101675      | AXON FLEET - ERICSSON CRADLEPOINT R980-5GD-A+5YR NETCLOUD | 12  | \$1,940.37  | \$0.00    |
| Annual Payment 7 | 101924      | AXON FLEET - TAOGLAS ANT - 7-IN-1 4CELL 2WIFI 1GNSS INT   | 12  | \$190.33    | \$0.00    |
| Annual Payment 7 | Fleet3A10Yr | Fleet 3 Advanced 10 Year                                  | 2   | \$6,349.44  | \$0.00    |
| Annual Payment 7 | Fleet3ARe   | Fleet 3 Advanced Renewal                                  | 12  | \$10,530.88 | \$0.00    |
| Annual Payment 7 | Fleet3ARe   | Fleet 3 Advanced Renewal                                  | 12  | \$14,529.35 | \$0.00    |
| Total            |             |   |     | \$33,878.88 | \$0.00    |

| Jul 2032         |             |   |     |            |           |
|------------------|-------------|---|-----|------------|-----------|
| Invoice Plan     | Item        | Description   | Qty | Subtotal   | Tax Total |
| Annual Payment 8 | 100159      | AXON FLEET 3 - SERVICES - ALPR API INTEGRATION            | 1   | \$319.35   | \$0.00    |
| Annual Payment 8 | 100738      | AXON FLEET 3 - SIM INSERTION - VZW 4FF                    | 12  | \$19.16    | \$0.00    |
| Annual Payment 8 | 101675      | AXON FLEET - ERICSSON CRADLEPOINT R980-5GD-A+5YR NETCLOUD | 12  | \$1,940.37 | \$0.00    |
| Annual Payment 8 | 101924      | AXON FLEET - TAOGLAS ANT - 7-IN-1 4CELL 2WIFI 1GNSS INT   | 12  | \$190.33   | \$0.00    |
| Annual Payment 8 | Fleet3A10Yr | Fleet 3 Advanced 10 Year                                  | 2   | \$6,349.44 | \$0.00    |

|                     |             |                          |            |                    |                           |
|---------------------|-------------|--------------------------|------------|--------------------|---------------------------|
| <b>Jul 2032</b>     |             |                          |            |                    |                           |
| <b>Invoice Plan</b> | <b>Item</b> | <b>Description</b>       | <b>Qty</b> | <b>Subtotal</b>    | <b>Tax Total</b>          |
| Annual Payment 8    | Fleet3ARe   | Fleet 3 Advanced Renewal | 12         | \$10,530.88        | \$0.00 \$10,530.88        |
| Annual Payment 8    | Fleet3ARe   | Fleet 3 Advanced Renewal | 12         | \$14,529.35        | \$0.00 \$14,529.35        |
| <b>Total</b>        |             |                          |            | <b>\$33,878.88</b> | <b>\$0.00 \$33,878.88</b> |

|                     |             |   |            |                    |                           |
|---------------------|-------------|---|------------|--------------------|---------------------------|
| <b>Jul 2033</b>     |             |   |            |                    |                           |
| <b>Invoice Plan</b> | <b>Item</b> | <b>Description</b>  | <b>Qty</b> | <b>Subtotal</b>    | <b>Tax Total</b>          |
| Annual Payment 9    | 100159      | AXON FLEET 3 - SERVICES - ALPR API INTEGRATION            | 1          | \$319.35           | \$0.00 \$319.35           |
| Annual Payment 9    | 100738      | AXON FLEET 3 - SIM INSERTION - VZW 4FF                    | 12         | \$19.16            | \$0.00 \$19.16            |
| Annual Payment 9    | 101675      | AXON FLEET - ERICSSON CRADLEPOINT R980-5GD-A+5YR NETCLOUD | 12         | \$1,940.37         | \$0.00 \$1,940.37         |
| Annual Payment 9    | 101924      | AXON FLEET - TAOGLAS ANT - 7-IN-1 4CELL 2WIFI 1GNSS INT   | 12         | \$190.33           | \$0.00 \$190.33           |
| Annual Payment 9    | Fleet3A10Yr | Fleet 3 Advanced 10 Year                                  | 2          | \$6,349.44         | \$0.00 \$6,349.44         |
| Annual Payment 9    | Fleet3ARe   | Fleet 3 Advanced Renewal                                  | 12         | \$14,529.35        | \$0.00 \$14,529.35        |
| Annual Payment 9    | Fleet3ARe   | Fleet 3 Advanced Renewal                                  | 12         | \$10,530.88        | \$0.00 \$10,530.88        |
| <b>Total</b>        |             |   |            | <b>\$33,878.88</b> | <b>\$0.00 \$33,878.88</b> |

|                     |             |   |            |                    |                           |
|---------------------|-------------|---|------------|--------------------|---------------------------|
| <b>Jul 2034</b>     |             |   |            |                    |                           |
| <b>Invoice Plan</b> | <b>Item</b> | <b>Description</b>  | <b>Qty</b> | <b>Subtotal</b>    | <b>Tax Total</b>          |
| Annual Payment 10   | 100159      | AXON FLEET 3 - SERVICES - ALPR API INTEGRATION            | 1          | \$319.35           | \$0.00 \$319.35           |
| Annual Payment 10   | 100738      | AXON FLEET 3 - SIM INSERTION - VZW 4FF                    | 12         | \$19.16            | \$0.00 \$19.16            |
| Annual Payment 10   | 101675      | AXON FLEET - ERICSSON CRADLEPOINT R980-5GD-A+5YR NETCLOUD | 12         | \$1,940.37         | \$0.00 \$1,940.37         |
| Annual Payment 10   | 101924      | AXON FLEET - TAOGLAS ANT - 7-IN-1 4CELL 2WIFI 1GNSS INT   | 12         | \$190.33           | \$0.00 \$190.33           |
| Annual Payment 10   | Fleet3A10Yr | Fleet 3 Advanced 10 Year                                  | 2          | \$6,349.44         | \$0.00 \$6,349.44         |
| Annual Payment 10   | Fleet3ARe   | Fleet 3 Advanced Renewal                                  | 12         | \$14,529.35        | \$0.00 \$14,529.35        |
| Annual Payment 10   | Fleet3ARe   | Fleet 3 Advanced Renewal                                  | 12         | \$10,530.88        | \$0.00 \$10,530.88        |
| <b>Total</b>        |             |   |            | <b>\$33,878.88</b> | <b>\$0.00 \$33,878.88</b> |

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

## Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

### Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

### Cradlepoint Terms and Conditions:

By accepting this Quote including Cradlepoint products, Customer designates and authorizes Axon as its partner of record for purposes of Cradlepoint product renewals, support coordination, and other relevant functions. This designation applies to all Cradlepoint products acquired by Customer during the Subscription Term of this Quote whether directly from Cradlepoint, through Axon, or through any third-party vendor or distributor. Axon shall have no liability to Customer or any third party arising out of or relating to Axon's acts or omissions as the partner of record. Customer has the right to opt out of this authorization at any time by providing prior written notification to both Axon and Cradlepoint. Upon such notification, the designation will be removed. This authorization remains effective until formally removed in accordance with this section or as otherwise agreed between the parties in the Agreement.

### ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

**Acceptance of Terms:**

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

**Exceptions to Standard Terms and Conditions**

Agency has existing contract(s) originated via Quote(s):

Q-355296, Q-478607, Q-543262, Q-624730

Agency is terminating those contracts effective 8/15/2025 Any changes in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Net Transfer Debit of \$5,041.22

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**Signature**

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**Date Signed**

6/2/2025



**VILLAGE OF MORTON**  
**ORDINANCE 26-03**

**AN ORDINANCE MAKING AMENDMENTS TO SECTION 9-6-21 OF THE  
MORTON MUNICIPAL CODE REGARDING TOWING FEES ON STOLEN  
VEHICLES AND CERTAIN PERSONAL PROPERTY EXEMPT FROM LIENS FOR  
UNPAID TOWING FEES**

**NOW THEREFORE**, be it ordained by the President and Board of Trustees of the Village of Morton, in the State of Illinois, as follows:

**SECTION 1:**        **AMENDMENT** “9-6-21: Towing Services” of the Morton Municipal Code is hereby *amended* as follows:

**A M E N D M E N T**

**9-6-21: Towing Services**

**Definitions:** The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

**CHIEF OF POLICE:** The executive head of the Morton Police Department or anyone designated by him to perform the functions prescribed under this chapter. **POLICE DEPARTMENT:** The Village of Morton Police Department. **ROTATION TOW LIST:** A list maintained by the Police Department containing the names of those tow operators approved by the Chief of Police to respond to requests by the Police Department for the towing of vehicles for the Police Department or towing of vehicles which are disabled where the person in charge of the vehicle has no preference for any particular tow service or is unable to make such a decision. **TOW OPERATOR:** A person engaged in the business of, or offering the services of, vehicle towing whereby motor vehicles are or may be towed or otherwise removed or moved from one place to another by the use of a tow truck. **TOW TRUCK:** Every truck designed or altered and equipped for and used to push, tow, and draw disabled vehicles by means of a crane, hoist, tow bar, tow line or auxiliary axle, and to render assistance to disabled vehicles.

**A. Application for placement on list:**

1. Any person desiring to perform towing at the Police Department's request shall submit an application for placement on the rotation tow list to the Chief of Police. Said applications can be obtained from the office of the Chief of Police.
2. Applications shall include the following information:
  - a. The name of the tow operator;
  - b. The names, addresses and phone numbers of all partners or shareholders for both home and businesses;

- c. The name of the firm under which the tow operator will do business;
  - d. The location, size, and security features of the storage lot on which the towed vehicles will be stored;
  - e. The location to which the public must come to claim stored or impounded vehicles;
  - f. A statement of willingness to provide full service on a continuous twenty-four-hour-a-day basis each day of the year;
  - g. A list of towing equipment including its size and capacity;
  - h. A complete listing of insurance policies, carriers, and agents that the tow operator will have in effect upon approval of said application;
  - i. A description of the two-way mobile communication system to be used at the base station and on each tow truck and at the office where calls are received.
3. No person, business partners, silent partners, or other business affiliate shall submit an application for the "rotation tow list" for more than one (1) towing service or more than one (1) towing service business address. No towing service whose owner(s), partners or stockholders who are also owners, partners or shareholders of a separate approved towing service shall submit an application for the "rotation tow list." This prohibition shall not be applicable to those towing services that have been approved and appear on the "rotation tow list" prior to November 1, 2021. Purchase of a towing service on or off the list after November 1, 2021, by an owner, partner, or shareholder of a towing service which is on the list, shall not be exempt from the prohibition.
  4. Violation of this section shall disqualify an applicant. An approved towing service found in violation of this section shall be removed from the rotation tow list as provided for in Part N of this Section.
  5. Any transfer of ownership or partnership shall be grounds for reapplication and the tow company under new ownership must be approved through the application process in order to remain on the rotation tow list.
  6. Any fraudulent statements made on the application will be grounds for rejection of the application and permanent removal from the rotation tow list.

**B. Investigation and Approval:**

1. Within thirty (30) days after receiving an application for placement on the rotation tow list, the Chief of Police shall conduct an investigation to determine the truth and accuracy of the information contained in such application. The Chief of Police shall also check to determine whether the location, if within the municipal boundaries of the Village of Morton, meets the Village's zoning code, building code, and fire code requirements. Upon completion of this investigation, the Chief of Police may, at his discretion, place the tow operator on the rotation tow list for a one-year probationary period or notify the tow operator in writing that his application is disapproved. Said notice of disapproval shall state the reasons for such disapproval and shall be either hand delivered to the tow operator or sent via U.S. mail, first-class, certified, or registered.



2. No tow operator's application shall be disapproved unless:
  - a. The applicant has knowingly furnished false or misleading information, or withheld relevant information on the application;
  - b. The applicant does not have or will not acquire insurance as required by part D of this Section;
  - c. The location where the applicant will conduct his business fails to meet the zoning, building, or fire codes of the Village as applicable;
  - d. The applicant or any of its owners have been permanently removed from the rotation tow list for cause pursuant to Part M of this Section;
  - e. The applicant has any outstanding fines or fees due to the Village of Morton; or
  - f. The applicant fails to qualify under the Section.
3. Once a towing company's application is approved, it will be added to the rotation tow list for a one-year probationary period. During that probationary period, any documented complaints, violations, or other issues will be investigated by the Police Department and if well founded, the tow company will be removed from the rotation tow list permanently.
4. The rotation tow list shall be comprised of no more than eight (8) tow companies. However, this amount may fluctuate based upon the needs of the Police Department as determined by the Chief of Police.

**C. Insurance:**

1. No tow operator shall be placed on the rotation tow list until such operator has deposited with the Chief of Police a certificate of insurance or a copy of the following policies:
  - a. *Garage keeper's policy.* A garage keeper's legal liability policy covering fire, theft, windstorm, vandalism, and explosion in the amount of fifteen thousand dollars (\$15,000.00) with "voluntary payment" or "direct primary" endorsement to cover loss of property in a towed vehicle, with each vehicle suffering damage being a separate claim.
  - b. *Garage liability policy.* A garage liability policy covering the operation of the owner's business, equipment or other vehicles for any bodily injury or property damage. This policy shall be in the minimum amount of one hundred thousand dollars (\$100,000.00) for any one (1) person killed or injured, and a minimum amount of three hundred thousand dollars (\$300,000.00) for more than one (1) person killed or injured in any accident and an additional fifty thousand dollars (\$50,000.00) for property damage.
2. Each policy required under this section must contain an endorsement by the carrier providing ninety (90) days' notice to both the Village and the insured in the event of any change of coverage under the policy including cancellation.
3. The tow operator must have the Village added on such insurance policies as a certificate holder and provide proof of such within five (5) days of approval of said application. Failure to provide such proof will result in the automatic removal from the rotation tow list.

#### **D. Operation of List:**

1. The Chief of Police shall ensure that tow operators on the rotation tow list are called in the order of the rotation as far as practicable. The Police Department shall not, except upon request of the owner, operator, or person legitimately in possession of the vehicle to be serviced or pursuant to paragraph (2) below, call any tow operator not on the rotation tow list unless all such tow operators are unavailable.
2. It is specifically permitted for the Police Department to call a tow operator out of sequence in a life-threatening emergency where there is an urgent need for services of the tow operator in the proximity to the location or estimated response time makes it more practical to do so.

#### **E. Fees:**

1. The following schedule of maximum fees shall be in effect for all tow calls received off the rotation tow list and shall be prominently displayed at every office or storage facility of the tow operator. For all Police Department ordered tows, each tow company must send the proper notifications under Sections 4-205 and 4-209 of the Illinois Vehicle Code (625 ILCS 5/4-205 and 5/4-209) as amended from time to time.
  - a. Standard towing fee (i.e., use of flatbed truck, clean-up, dollies, etc.).  
A cost-of-living adjustment shall be established which will increase the standard tow fee five dollars (\$5.00) a year as follows not to exceed one hundred eighty dollars (\$200+80.00). Effective as of January 1 of each year: ~~2025 - \$180.00 standard tow fee~~~~2021 - \$160.00 standard tow fee - effective 11/11/2021~~ 2026 - \$185.00 standard tow fee~~2022 - \$165.00 standard tow fee~~ 2027 - \$190.00 standard tow fee~~2023 - \$170.00 standard tow fee~~ 2028 - \$195.00 standard tow fee~~2024 - \$175.00 standard tow fee~~ 2029 - \$200.00 standard tow fee~~2025 - \$180.00 standard tow fee~~
  - b. An exceptional location fee (winching) of sixty dollars (\$60.00) applies when the use of a winch is needed to remove vehicles from the scene such as on a concrete center median or on a curb/parking block, or when two (2) vehicles are stuck together. An additional recovery fee, to be determined according to the service and equipment provided, applies where a vehicle is up to seventy-five (75) feet off of the roadway and cannot be driven from scene. A rotary crane fee applies where a crane is used to hoist a vehicle out of difficult locations where a tow truck would not work. The maximum fee for other services for all tow calls received off the rotation tow list shall be as follows:
    - (1) Lot storage fee (per day) \$35.00
    - (2) Inside storage fee (per day) \$40.00
    - (3) Interrupted tow fee \$50.00
    - (4) Service fee (i.e., jump start, tire change, fuel etc.) \$80.00
    - (5) Snow emergency tow \$150.00

- (6) Emergency openings after the end of posted business hours/special trips \$60.00
  - (7) Lien holder notification fee \$85.00
- 2. Where special or unusual circumstances require an exceptional amount of work or equipment, a higher fee may be charged, provided that the owner or operator of the vehicle to be serviced is informed of the additional fee in advance if such person is available to be notified.
- 3. A twenty-five-dollar (\$25.00) fee may be charged for the removal of personal belongings from towed vehicles. ~~Property that can be removed from the towed vehicle is defined under Section 4-203(g)(4) of the Illinois Vehicle Code (625 ILCS 5/4-203(g)(4)), as amended from time to time.~~ Personal property located in a towed vehicle at the time it was towed may be subject to a lien for failure to pay towing fees except for certain excepted items of personal property described in Section 4-203(g)(4) of the Illinois Vehicle Code (625 ILCS 5/4-203(g)(4)), as amended from time to time. Any personal property excepted from liens must be given back to the the owner of the towed vehicle even if towing fees are unpaid.
- 4. Pursuant to the provisions of Section 4-203(j) of the Illinois Vehicle Code (625 ILCS 5/4-203(j)), if a person has indicated in a timely field report to the appropriate law enforcement agency that a vehicle towed pursuant to this Section has been stolen or hijacked then:
  - a. The person shall not be liable to any governmentally imposed fees, fines, or penalties; and
  - b. For a vehicle registered in Illinois, upon being provided the name and address of the registered owner of the vehicle to, or upon that information being made available to, the towing service at the time of the tow, then the towing service must provide written notice of the tow to the registered owner within 2 business days after the vehicle is towed by certified mail, return receipt requested. No storage charges shall accrue if the vehicle is reclaimed by paying recovery and towing charged at the posted rates of the towing service within 7 days after such notice is mailed. If the vehicle is registered in a state other than Illinois, then no storage charges shall accrue if the vehicle is reclaimed by paying recovery and towing charges at the posted rates of the towing service within 7 days after a request for registered owner information is mailed by the towing service, certified mail, return receipt requested, to the applicable administrative agency or office in that state.
- 5. No vehicle may be towed by any person from private property if the owner or other person entitled to possession of the vehicle is present, or arrives at the scene prior to the vehicle's removal from such private property, exhibits the ignition key of said vehicle, and offers to remove such vehicle voluntarily prior to the time such person attempting to tow actually removes such vehicle from the private property in question, provided that such other person so removes such vehicle immediately. However, the owner must pay an

interrupted tow fee. If the owner refuses to pay the interrupted tow fee, the tow truck operator may proceed to tow the vehicle.

6. All tow companies must accept all of the following forms of payment: credit, debit, or cash. Major credit and debit cards: to the extent that the Village is authorized to enact regulations on the use of credit and debit cards, a relocater or towing company holding a properly signed credit or debit card receipt shall become a holder in due course, and neither the holder of the credit or debit card nor the company which issued the credit or debit card may thereafter refuse to remit payment in the amount shown on the credit or debit card receipt minus the ordinary charge assessed by the credit or debit card company for processing the charge.
7. Pursuant to state law, tow operators may charge up to a four (4) percent convenience fee/surcharge for accepting payment made via credit card. This fee must be disclosed to customers in advance. Pursuant to state law, this fee does not apply to debit card payments under Section 25 of the Local Governmental Acceptance of Credit Cards Act (50 ILCS 345/25).

**F. Collection of Costs; Inspection of Records:**

1. Collection of authorized towing charges from the owner or driver of the towed vehicles shall be the sole responsibility of the tow operator or its employee. The Village and the Police Department will not be responsible for nor assist in the collection of such fees.
2. The tow operator shall maintain complete records and a system of releasing vehicles which assures that vehicles are released only to the rightful owner or authorized person. All records involving towing from the rotation tow list shall be open to the Chief of Police or his designee for inspection during normal business hours or at such time as there is existing a dispute concerning the amount or validity of any towing or storage charges.

**G. Duties and Requirements of Tow Operators on List:**

1. Each tow operator shall maintain a secured storage lot with an office at that location. This office must be open and staffed during reasonable business hours. Reasonable business hours (8:00 am- 4:00 pm or 9:00 am- 5:00 pm) shall be set, posted, and adhered to by all operators. The attendant on-site shall be able to receive or release stored vehicles during posted business hours. If the tow operator's office is found closed or unstaffed during set business hours, the tow operator will be found to be in violation of these provisions.
2. Each tow operator shall provide continuous twenty-four-hour-per-day service each day of the year. There shall be an attendant or answering service on duty at all times for the purpose of receiving calls. There shall also be a person on call at all times for the purpose of releasing stored vehicles from the end of posted business hours until 7:00p.m. No vehicle releases are required after 7:00 p.m., but vehicles may be released after 7:00 pm at the operator's discretion. All vehicles released after the end of the operator's posted business hours may be charged an emergency opening or special trip fee as identified in Part (F)(I)(b)(6) of this Section.

3. Based on the Tollway Roadway Traffic Control and Communication Guidelines and Federal Regulations regarding proper safety attire, all tow operators must comply with the following:
  - a. All operator personnel responding to a tow or accident scene during daytime operations must wear a fluorescent orange, fluorescent yellow/green, or a combination of fluorescent orange and fluorescent yellow/green vest meeting the requirements of ANSI/ISEA 107-1999 for conspicuity Class 2 garments. Other types of garments may be substituted for the vest as long as the garments have manufacturer tag identifying them as meeting the ANSI Class 2 requirement.
  - b. All tow operator personnel responding to a tow or accident scene during nighttime operations must wear garments of fluorescent orange or fluorescent orange and fluorescent yellow/green meeting the ANSI Class 3 requirements.
  - c. Any tow operator personnel that responds to a tow without the appropriate vest or safety equipment shall be asked to leave the scene and the next tow operator on the rotation tow list shall be called.
4. Flatbed trucks and wheel lift equipment must be readily available to all towing operators. A tow operator must have a minimum of one flatbed truck available at all times. Dispatch will advise the tow operator of the type of vehicle and of any special instructions for the tow operator. The tow operator will then be allowed to decide which truck is best suited for a job, unless a specific type of tow is requested by the officer on scene.
5. All tow trucks shall be equipped to safely transport motorcycles.
6. All tow trucks shall be equipped with warning lights and all other equipment required by state law including one (1) or more brooms and shovels; one (1) or more trash cans at least eighteen (18) inches in height; one (1) fire extinguisher of a dry chemical or carbon dioxide type with an aggregate rating of at least 40B:C and bearing the approval of a laboratory qualified by the division of fire prevention for this purpose (i.e., UL approval); and have a working two-way communication equipment on the same commercial frequency as the base station located at the point where calls are received. All tow trucks shall carry dollies at all times.
7. The tow operator shall sign an agreement to indemnify and hold the Village harmless from any liability for damages sustained by vehicles by being towed or stored and for all personal injuries occurring to any of the tow operator's firms, employees, or other persons, and shall maintain the required insurance policies.
8. Tow operators shall not release any vehicle directly impounded by the Police Department without written authorization from the Police Department. This includes both impounded and abandoned vehicles.

#### **H. Tow Operator Personnel Qualifications:**

1. A person who has been convicted under the laws of this state, or any other state, of an offense which under the laws of the state would be a felony theft of a vehicle or a felony offense under Section 4-103 of the Illinois Vehicle

- Code (625 ILCS 5/4-103), or convicted of any felony sex offense as defined in Article 11 of the Illinois Criminal Code of 1961 (720 ILCS 5111-0.1 et seq.), first degree murder as defined by Section 9-1 of the Illinois Criminal Code (720 ILCS 5/9-1), or any similar offense under the laws of another state, shall not be approved as a tow operator to be placed on the rotation tow list, nor shall any tow operator knowingly permit such a person to operate a tow truck on rotation tow list calls; provided, however, that a person whose last conviction was more than four (4) years past, and who has shown evidence of rehabilitation, may be approved by the Chief of Police if otherwise eligible.
2. Each tow operator shall furnish to the Police Department a complete and current list of all drivers who may respond to rotation tow list calls. No driver shall be permitted to respond to any rotation tow list call unless the person's name, sex, date of birth and driver's license number have been furnished to the Police Department at least twenty-four (24) hours in advance by the tow operator on forms provided by the Police Department.
  3. All tow personnel responding to a call from the Police Department shall have personal identification displayed in compliance with Part H of this Section.

**I. Tow Truck Operation:**

1. All tow operators and drivers must be in possession of a state issued traffic incident management card (TIM card). Drivers without TIM cards shall be asked to leave the scene and the next tow operator on the rotation tow list shall be called.
2. No tow operator or driver of a tow truck shall respond to a call for service while under the influence of intoxicants.
3. Tow operators must be able to respond to calls within thirty (30) minutes or less for tows occurring inside the Village limits under reasonable road conditions.
4. If a tow operator is unable to respond to a request for service immediately, the tow operator or his employee shall advise the Police Department that their company is not available. No substitute tow truck or operator will be allowed. The police dispatcher will then call the next tow operator on the list.
5. Tow operators must respond to all types of tow calls. A tow operator may not pick and choose to which calls the tow operator will respond. Dispatch will not indicate the type of tow until the tow operator has indicated whether or not they will accept the tow. Once accepted, the tow operator will be advised of the situation, so they can best determine the truck and equipment necessary to respond to said call.
6. A tow operator must respond to eighty-five (85) percent of requests for towing. If a tow operator fails to respond to at least eighty-five (85) percent of tow requests, the tow operator will be found to be in violation of these provisions and will be disciplined appropriately by the Chief of Police including, but not limited to, being removed from the tow list.
7. If a tow operator will be unable to provide towing services or towing for specific types of vehicles for any period of time, the tow operator should notify and get approval from the Police Department for special circumstances

(i.e., vacation, injury, illness, or damaged equipment with set time frame for repairs).

8. If a tow truck is cancelled by the Police Department after being dispatched off the rotation tow list, it shall be put back at the head of the rotation tow list.
  9. If a tow operator calls the Police Department to cancel a tow after agreeing to accept it, they must provide a valid reason for the cancellation. The Police Department may investigate the reason for cancellation, and if the cancellation is found to be in bad faith, the cancellation may count as a violation of these provisions, and the tow operator will be disciplined appropriately. If a tow truck is cancelled by the Police Department after being dispatched off the rotation tow list, it shall be put back at the head of the rotation tow list.
  10. Towed vehicles shall be taken to the location designated by the vehicle owner, driver, or agent, should such person not wish to store the vehicle at the tow operator's facility once towing fees are paid to the towing provider, provided however that the location designated shall be within thirty (30) miles of the Village of Morton. However, all vehicles towed upon the direction of the Police Department shall be towed to the location designated by the police officer in charge at the scene.
  11. Every tow operator or driver of a tow truck shall remove or cause to be removed all glass and debris deposited on any street or highway by the disabled vehicle being serviced, and shall also spread dirt, sand, or other oil-absorbing materials upon that portion of any street or highway where oil or grease has been deposited by the disabled vehicle being serviced.
  12. All tow operator personal who respond to a tow or accident scene shall have photo identification displayed on their person so that they are easily and quickly identifiable to police and rescue personnel.
- J. **Storage Facility:** Each tow operator shall maintain a secure storage lot of adequate size to store all towed vehicles safely, but in no event, shall the capacity be smaller than forty (40) vehicles. Such lot shall be enclosed by a fence. Such lot shall be located within a thirty (30) mile radius of the Morton Police Station.
- K. **Solicitation of Business:**
1. No tow operator may respond to the scene of an accident or emergency for the purpose of towing vehicles unless called there by the Police Department or persons involved in the accident or emergency. Tow operators responding to an accident or emergency at the request of an individual other than a Police Department employee must record the name and address of the person making the request and make such information available to the Chief of Police upon request.
  2. This section is intended only to prohibit the soliciting of business at the scene of accidents and emergencies and shall not be construed to prohibit any tow operator from contracting with any person, provided that the tow operator, his agents, and employees do not solicit tow contracts at the scene of accidents or emergencies.
- L. **Tow Trucks for Semi-Tractor Trailer Vehicles:** A separate tow list for tow trucks

capable of towing semi-tractor trailer vehicles shall be maintained by the Police Department consisting of tow operators on the rotation tow list. The tow truck must be a tandem axel truck capable of towing a minimum of twenty-five (25) tons.

**M. Removal from Rotation Tow List:**

1. The Chief of Police may remove any tow operator temporarily or permanently from the rotation tow list when the Chief of Police finds:
  - a. Placement on the list was secured by fraud or concealment of a material fact, which if known would have caused disapproval of the application;
  - b. The tow operator has violated any of the provisions of this Section;
  - c. The service provided by the tow operator has been substantially inadequate, which shall include but not be limited to, failing to be available for or not accepting at least eighty-five (85) percent of all calls, slow response time, excessive damage claims, substantial and repeated complaints from citizens, or abuse of special circumstance fees under Part F of this Section; or
  - d. Any violations of this Code, including but not limited to, code enforcement, building code, or fire code violations relating to any properties the tow operator owns that are within the municipal boundaries of the Village.
2. Following three (3) infractions, a tow company will be automatically removed from the rotation tow list.
3. At any time, a tow operator may choose to remove themselves from the rotation tow list by submitting in writing such notice to the Chief of Police.
4. Investigation of complaints: Complaints with respect to towing services may be investigated by the Police Department.
  - a. If the allegations of the complaint are confirmed, the Police Department shall notify the tow operator in writing of the results of the investigation. The tow operator shall have ten (10) days from receipt of the notice to file a written response to the allegations. All written responses shall be addressed to the Chief of Police.
  - b. Thereafter, the Chief of Police shall take whatever corrective action is deemed appropriate in light of the investigation conducted by the Police Department and the tow operator's response. Discipline may consist of corrective action, a reprimand, temporary suspension, removal from the tow rotation list, or any other action deemed appropriate by the Chief of Police.

**N. Appeals, Hearing, Notice: Removal from Rotation Tow List:** Any tow operator aggrieved by an action of the Chief of Police removing the tow operator from the rotation tow list or refusing to place or reinstate the tow operator on the rotation tow list may appeal the Chief of Police's decision to the mayor. Such appeal must be in writing and delivered to the office of the mayor within five (5) days after the decision of the Chief of Police. Within 15 days of receipt of the appeal, the mayor shall conduct a public hearing affording such tow operator an opportunity to appear and be heard. The mayor shall provide at least three (3) days' written notice to the tow operator of



such hearing. Within five (5) days of such hearing, the mayor shall determine whether the tow operator should remain off the rotation tow list. The mayor shall state the reasons and such determination in a written order and shall serve a copy of such order within the said five (5) days upon said tow operator.

- O. **Appeal-Involuntary Tow:** For the purposes of this chapter, the term "involuntary tow" means any direction by the Police Department to tow a private vehicle without the permission of the owner or operator thereof. Involuntary tows shall include the direction to tow issued by the Police Department on behalf of another Village department.

1. *Appeal.* Whenever an involuntary tow was directed by the Police Department and the owner of the vehicle believes that the tow was incorrectly ordered, such owner shall have the right to appear before a person designated by the department head of the department ordering the tow and present the owner's reasons for believing such tow was incorrectly ordered. If the department head ordered the tow, the owner shall have the right to appear before a day-shift Deputy Chief of the Police Department to present the owner's reasons for believing such tow was incorrectly ordered. In no case shall such opportunity to contest the tow be held more than seventy-two (72) hours after it is requested, unless the owner requests such opportunity to contest be held after the expiration of seventy-two (72) hours. The person designated by the Village under this section to hear the owner's reasons shall in no case be the same person who ordered the tow.
2. *Notification of rights.* The Police Department shall give all persons contacting them concerning an involuntarily towed vehicle a written notice of the rights accorded by this chapter. Such notice shall include the name, address, phone number, and email where the complainant can request to be heard. The department ordering the tow shall provide to the Police Department a copy of such notice completely and accurately filled out at the time the tow is ordered.
3. *Disposition of owner's claim for impounded vehicles.* After hearing the owner's reasons for believing the tow was improper and doing such other investigation as may be appropriate, if the designated Village representative determines that the tow was improper, the vehicle shall be immediately released, and the Village shall pay the cost of towing and storage to the date of the release. If the tow is found to have been proper, the vehicle shall continue to be held subject to such conditions as may be appropriate. Nothing in this section shall prohibit the Village from seeking reimbursement of such costs through a court of law.

- P. **Violation and Penalty:** Any person who violates any of the provisions of this chapter shall, upon conviction thereof, be fined not less than one hundred dollars (\$100.00) nor more than seven hundred fifty dollars (\$750.00).

**SECTION 2:            REPEALER CLAUSE** All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

**SECTION 3:            SEVERABILITY CLAUSE** Should any part or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinances a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

**SECTION 4:            EFFECTIVE DATE** This Ordinance shall be in full force and effect from and after the required approval and publication according to law.

PASSED AND ADOPTED BY THE VILLAGE OF MORTON PRESIDENT AND BOARD OF TRUSTEES \_\_\_\_\_.

|                   | <b>AYE</b> | <b>NAY</b> | <b>ABSENT</b> | <b>ABSTAIN</b> |
|-------------------|------------|------------|---------------|----------------|
| Trustee Blunier   | _____      | _____      | _____         | _____          |
| Trustee Hilliard  | _____      | _____      | _____         | _____          |
| Trustee Leitch    | _____      | _____      | _____         | _____          |
| Trustee Menold    | _____      | _____      | _____         | _____          |
| Trustee Parrott   | _____      | _____      | _____         | _____          |
| President Kaufman | _____      | _____      | _____         | _____          |
| Trustee Cirilli   | _____      | _____      | _____         | _____          |

Presiding Officer

Attest

\_\_\_\_\_  
Jeffrey L. Kaufman, Village President,  
Village of Morton

\_\_\_\_\_  
Sam Ritthaler, Village Clerk, Village  
of Morton

**RESOLUTION NO. 07-26**

**RESOLUTION AUTHORIZING INTERGOVERNMENTAL AGREEMENT WITH THE  
ILLINOIS DEPARTMENT OF TRANSPORTATION FOR GENERAL ROADWAY  
MAINTENANCE**

**WHEREAS**, it is necessary and appropriate that the Village of Morton enter into an Intergovernmental Agreement with the Illinois Department of Transportation for intergovernmental cooperation in general roadway maintenance.

**NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MORTON**, Tazewell County, Illinois, as follows:

1. That the Intergovernmental Agreement in the form as attached hereto as Exhibit A is approved.
2. That the President and the Board of Trustees and Village of Morton are authorized to execute the Intergovernmental Agreement on behalf of the Village.

**BE IT FURTHER RESOLVED** that this resolution shall be in full force and effect upon its passage and approval.

**PASSED AND APPROVED** at a regular meeting of the President and Board of Trustees of the Village of Morton, Tazewell County, Illinois, this \_\_\_\_ day of \_\_\_\_\_, 2025; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2025.

---

**President**

**ATTEST:**

---

**Village Clerk**

# **EXHIBIT A**



|   |                                |  |                  |                 |
|---|--------------------------------|--|------------------|-----------------|
| Governmental Body Name  |                                |  | Agreement Number |                 |
| Village of Morton   |                                |  |                  |                 |
| Address   |                                | City   | State            | Zip Code        |
| 120 North Main Street   |                                | Morton   | IL               | 61550           |
| Remittance Address (if different from above)                        |                                | City   | State            | Zip Code        |
|   |                                |  | IL               |                 |
| Phone   | Unique Entity Identifier (UEI) | FEIN/TIN   |                  |                 |
| (309) 266-5361  |                                | 376002167  |                  |                 |
| Brief Description of Service (full description specified in Part 5) |                                |  |                  |                 |
| general roadway maintenance   |                                |  |                  |                 |
| Compensation Method (full details specified in Part 6)              |                                |  |                  |                 |
| quarterly   |                                |  |                  |                 |
| Total Compensation Amount   |                                | Advance Pay  | Agreement Term   |                 |
| \$505,155 Estimate  |                                | <input type="checkbox"/> Yes <input type="checkbox"/> No | Start Date       | Expiration Date |
|   |                                |  | 07/01/25         | 06/30/35        |

**REQUIRED SIGNATURES**

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

FOR THE **GOVERNMENTAL BODY**:

|           |       |
|-----------|-------|
| Signature | Date  |
|           |       |
| Name      | Title |
|           |       |

FOR THE **DEPARTMENT**:

|           |      |                                       |      |
|-----------|------|---------------------------------------|------|
| Signature | Date | Gia Biagi, Secretary                  | Date |
|           |      |                                       |      |
|           |      | Delegate Name                         |      |
|           |      |                                       |      |
|           |      | Printed Name                          |      |
|           |      |                                       |      |
|           |      | Printed Title                         |      |
|           |      |                                       |      |
| Signature | Date | Vicki L. Wilson, Chief Fiscal Officer | Date |
|           |      |                                       |      |
|           |      | Michael Prater, Chief Counsel         | Date |
|           |      |                                       |      |

(Approved as to form)

## INTERGOVERNMENTAL AGREEMENT FOR

This Agreement is by and between

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

Village of Morton  
120 North Main Street  
Morton, IL 61550

Attention

Craig Loudermilk

Email

cloudermilk@morton-il.gov

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

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

### Part 1

#### SCOPE / COMPENSATION / TERM

- A. **Scope of Services and Responsibilities** The DEPARTMENT and the GOVERNMENTAL BODY agree as specified in Part 5.
- B. **Compensation** Compensation (if any) shall be as specified in Part 6.
- C. **Term of Agreement** This Agreement will start 07/02/25 and will expire 06/30/35
- D. **Amendments** All changes to this Agreement must be mutually agreed upon by the DEPARTMENT and the GOVERNMENTAL BODY and be incorporated by written amendment, signed by the parties.

☐ E. **Renewal** This Agreement may not be renewed.

OR

☐ E. **Renewal** This Agreement may be renewed upon written agreements by the parties.

## Part 2 GENERAL PROVISIONS

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



**Part 3**

☐ **FEDERALLY FUNDED AGREEMENTS**

[Not applicable to this Agreement]

**OR**

**Part 3**

☐ **FEDERALLY FUNDED AGREEMENTS**

**A. Standard Assurances** The GOVERNMENTAL BODY assures that it will comply with all applicable federal statutes, regulations, executive orders, circulars, and other federal requirements in carrying out any project supported by federal funds. The GOVERNMENTAL BODY recognizes that federal laws, regulations, policies, and administrative practices may be modified from time to time and those modifications may affect project implementation. The GOVERNMENTAL BODY agrees that the most recent federal requirements will apply to the project as authorized by 49 U.S.C. Chapter 53; U.S. Code Title 23-Highways; the Moving Ahead for Progress in the 21st Century Act (MAP-21, Public Law 112-141), the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU, Public Law 109-59), as amended by the SAFETEA-LU Technical Corrections Act of 2008, or other Federal laws.

**B. Certification Regarding Lobbying**

1. As required by 31 U.S.C. 1352 and U.S. DOT regulations, "New Restrictions on Lobbying," specifically 49 CFR 20.110:

- a. The lobbying restrictions of this Certification apply to GOVERNMENTAL BODY requests:
  - (i) For \$100,000 or more in Federal funding for a Grant or Cooperative Agreement, and
  - (ii) For \$150,000 or more in Federal funding for a Loan, Line of Credit, Loan Guarantee, or Loan Insurance, and
- b. This Certification applies to the lobbying activities of: (1) GOVERNMENTAL BODY,
  - (i) Its Principals, and
  - (ii) Its Subrecipients at the first tier,

2. GOVERNMENTAL BODY's authorized representative certifies to the best of his or her knowledge and belief that for each agreement for federal assistance exceeding \$100,000:

a. No Federal appropriated funds have been or will be paid by your Applicant or on its behalf to any person to influence or attempt to influence:

- (i) An officer or employee of any Federal agency regarding the award of a:
  - (1) Federal Grant or Cooperative Agreement, or
  - (2) Federal Loan, Line of Credit, Loan Guarantee, or Loan Insurance,
- (ii) A Member of Congress, an employee of a member of Congress, or an officer or employee of Congress regarding the award of a:
  - (1) Federal Grant or Cooperative Agreement, or
  - (2) Federal Loan, Line of Credit, Loan Guarantee, or Loan Insurance,

b. GOVERNMENTAL BODY will submit a complete OMB Standard Form LLL (Rev. 7-97), "Disclosure of Lobbying Activities," consistent with its instructions, if any funds other than Federal appropriated funds have been or will be paid to any person to influence or attempt to influence:

- (i) An officer or employee of an Federal agency regarding the award of a:
  - (1) Federal Grant or Cooperative Agreement, or
  - (2) Federal Loan, Line of Credit, Loan Guarantee, or Loan Insurance, or
- (ii) A Member of Congress, an employee of a member of Congress, or an officer or employee of Congress regarding the award of a:
  - (1) Federal Grant or Cooperative Agreement, or
  - (2) Federal Loan, Line of Credit, Loan Guarantee, or Loan Insurance, and c. It will include the language of this Certification in the award documents for all subawards at all tiers, including, but not limited to:
    - (1) Third party contracts,
    - (2) Subcontracts,
    - (3) Subagreements, and
    - (4) Other third party agreements under a:
      - (i) Federal Grant or Cooperative Agreement, or
      - (ii) Federal Loan, Line of Credit, Loan Guarantee, or Loan Insurance,

3. GOVERNMENTAL BODY understands that:

- a. This Certification is a material representation of fact that the Federal Government relies on, and
- b. It must submit this Certification before the Federal Government may award funding for a transaction covered by 31 U.S.C. 1352, including a:
  - (i) Federal Grant or Cooperative Agreement, or
  - (ii) Federal Loan, Line of Credit, Loan Guarantee, or Loan Insurance, and

4. GOVERNMENTAL BODY also understands that any person who does not file a required Certification will incur a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**C. Nondiscrimination Assurance** As required by 49 U.S.C. 5332 (which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity), Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, and U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the DEPARTMENT of Transportation--Effectuation of Title VI of the Civil Rights Act," 49 CFR Part 21 at 21.7, the GOVERNMENTAL BODY assures that it will comply with all requirements of 49 CFR Part 21; FTA Circular 4702.1B, "Title VI and Title VI - Dependent Guidelines for Federal Transit Administration Recipients," and other applicable directives, so that no person in the United States, on the basis of race, color, national origin, creed, sex, or age will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the GOVERNMENTAL BODY receives federal assistance.

Specifically, during the period in which federal assistance is extended to the project, or project property is used for a purpose for which the federal assistance is extended or for another purpose involving the provision of similar services or benefits, or as long as the GOVERNMENTAL BODY retains ownership or possession of the project property, whichever is longer, the GOVERNMENTAL BODY assures that:

1. Each project will be conducted, property acquisitions will be undertaken, and project facilities will be operated in accordance with all applicable requirements of 49 U.S.C. 5332 and 49 CFR Part 21, and understands that this assurance extends to its entire facility and to facilities operated in connection with the project.
2. It will promptly take the necessary actions to effectuate this assurance, including notifying the public with complaints of discrimination in the provision of transportation-related services, or benefits may be filed with U.S. DOT or FTA. Upon request by U.S. DOT or FTA, the GOVERNMENTAL BODY assures that it will submit the required information pertaining to its compliance with these requirements.
3. It will include in each subagreement, property transfer agreement, third party contract, third party subcontract, or participation agreement adequate provisions to extend the requirements of 49 U.S.C. 5332 and 49 CFR Part 21 to other parties involved therein including any subrecipient, transferee, third party contractor, third party subcontractor at any level, successor in interest, or any other participant in the project.
4. Should it transfer real property, structures, or improvements financed with federal assistance to another party, any deeds and instruments recording the transfer of that property shall contain a covenant running with the land assuring nondiscrimination for the period during which the property is used for a purpose for which the federal assistance is extended or for another purpose involving the provision of similar services or benefits.
5. The United States has a right to seek judicial enforcement with regard to any matter arising under the Act, regulations, and this assurance.
6. It will make any changes in its 49 U.S.C. 5332 and Title IV implementing procedures as U.S. DOT or FTA may request.

**D. Control of Property** The GOVERNMENTAL BODY certifies that the control, utilization and disposition of property or equipment acquired using federal funds is maintained according to the provisions of 2 CFR Part 200, Subpart D, Property Standards.

**CHOOSE ONE THAT IS APPLICABLE**

- ☐ **E. Cost Principles [Apply to state and local governments only]** The GOVERNMENTAL BODY certifies that the cost principles and indirect cost proposals of this Agreement are consistent with 2 CFR Part 200, Subpart E, and Appendix VII to Part 200, and all costs included in this Agreement are allowable under 2 CFR Part 200, Subpart E, and Appendix VII to Part 200.
- ☐ **E. Cost Principles [Apply to institutions of higher education only]** The GOVERNMENTAL BODY certifies that the cost principles and indirect/Facilities & Administration (F&A) cost identification and assignment, and rate determination of this Agreement are consistent with 2 CFR Part 200, Subpart E, and Appendix III to Part 200 and all costs included in this Agreement are allowable under 2 CFR Part 200, Subpart E, and Appendix III to Part 200.
- ☐ **E. Cost Principles [Apply to nonprofit organizations only]** The GOVERNMENTAL BODY certifies that the cost principles and indirect/Facilities & Administration (F&A) cost identification and assignment, and rate determination of this Agreement are consistent with 2 CFR Part 200, Subpart E, and Appendix IV to Part 200 and all costs included in this Agreement are allowable 2 CFR Part 200, Subpart E, and Appendix IV to Part 200.

- F. Debarment** The GOVERNMENTAL BODY shall comply with Debarment provisions as contained in 2 CFR Part 1200, as amended. The GOVERNMENTAL BODY certifies that to the best of its knowledge and belief, the GOVERNMENTAL BODY and the GOVERNMENTAL BODY's principals: a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency; b) within a three-year period preceding this Agreement have not been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in subsection (b), above; and d) have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

The inability of the GOVERNMENTAL BODY to certify to the certification in this section will not necessarily result in denial of participation in this Agreement. The GOVERNMENTAL BODY shall submit an explanation of why it cannot provide the certification in this section. This certification is a material representation of fact upon which reliance was placed when the DEPARTMENT determined whether to enter into this transaction. If it is later determined that the GOVERNMENTAL BODY knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the DEPARTMENT may terminate this Agreement for cause. The GOVERNMENTAL BODY shall provide immediate written notice to the DEPARTMENT if at any time the GOVERNMENTAL BODY learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this Part shall have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.

The GOVERNMENTAL BODY agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized, in writing, by the DEPARTMENT. The GOVERNMENTAL BODY agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the DEPARTMENT, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. The GOVERNMENTAL BODY may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless the GOVERNMENTAL BODY knows the certification is erroneous. The GOVERNMENTAL BODY may decide the method and frequency by which it determines the eligibility of its principals. The GOVERNMENTAL BODY may, but not required to, check the Non-procurement List. If the GOVERNMENTAL BODY knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation, in addition to other remedies available to the federal government, the DEPARTMENT may terminate this Agreement for cause or default.

Nothing contained in this section shall be construed to require establishment of a system of records in order to render in good faith the certification required by this section. The knowledge and information of the GOVERNMENTAL BODY is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- G. Audit Requirements** The GOVERNMENTAL BODY certifies that it will comply with the requirements of 2 CFR Part 200, Subpart F, Section 200.501, which sets forth standards for obtaining consistency and uniformity for the audit of non-Federal entities expending Federal awards, as follows:

1. Audit required A non-Federal entity that expended at least the threshold amount or more as set out in 2 CFR 200.501(1) in federal Awards (direct federal and federal pass-through awards combined) during the non-Federal entity's fiscal must have a single or program-specific audit conducted for that year.
2. Single audit A non-Federal entity that expends at least the threshold amount or more as set out in 2 CFR 200.501(a) in federal Awards (direct federal and federal pass-through awards combined) must have a single audit conducted except when it elects to have a program-specific audit.
3. Program-specific audit election When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.
4. Exemption A non-Federal entity that expends less than the threshold amount as set out in 2 CFR 200.501(a) in Federal awards from all sources, including other agencies, during the non-Federal entity's fiscal year is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).
5. Except for the provisions for biennial audits provided in paragraphs (a) and (b), audits required by this part must be performed annually. Any biennial audit must cover both years within the biennial period.

- a. A state, local government, or Indian tribe that is required by constitution or statute, in effect on January 1, 1987, to undergo its audits less frequently than annually, is permitted to undergo its audits pursuant to this part biennially. This requirement must still be in effect for the biennial period.
  - b. Any nonprofit organization that had biennial audits for all biennial periods ending between July 1, 1992, and January 1, 1995, is permitted to undergo its audits pursuant to this part biennially.
6. The audit must be completed; the data collection form described in Appendix X to Part 200 and reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period.
7. Reporting package The reporting package must include the following:
- a. Financial statements and schedule of expenditures of Federal awards discussed in §200.510 Financial statements, paragraphs (a) and (b), respectively;
  - b. Summary schedule of prior audit findings discussed in §200.511 Audit findings follow-up, paragraph (b);
  - c. Auditor's report(s) discussed in §200.515 Audit reporting; and
  - d. Corrective action plan discussed in §200.511 Audit findings follow-up; paragraph (c).

- H. Drug Free Workplace** The GOVERNMENTAL BODY certifies that it will comply with the requirements of the federal Drug Free Workplace Act, 41 U.S.C. 702 as amended, and 49 CFR 32.
- I. Disadvantaged Business Enterprise Assurance** In accordance with 49 CFR 26.13(a), as amended, the GOVERNMENTAL BODY assures that it shall not discriminate on the basis of race, color, national origin, or sex in the implementation of the project and in the award and performance of any third party contract, or subagreement supported with Federal assistance derived from the U.S. DOT or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR Part 26, as amended. The GOVERNMENTAL BODY assures that it shall take all necessary and reasonable steps set forth in 49 CFR Part 26, as amended, to ensure nondiscrimination in the award and administration of all third party contracts and subagreements supported with Federal assistance derived from the U.S. DOT. The GOVERNMENTAL BODY's DBE program, as required by 49 CFR Part 26, as amended, will be incorporated by reference and made a part of this Agreement for any Federal assistance awarded by FTA or U.S. DOT. Implementation of this DBE program is a legal obligation of the GOVERNMENTAL BODY, and failure to carry out its terms shall be treated as a violation of the Agreement. Upon notification by the Federal Government or the DEPARTMENT to the GOVERNMENTAL BODY of its failure to implement its approved DBE program, the U.S. DOT may impose sanctions as provided for under 49 CFR Part 26, as amended, and may in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001, as amended, and/or the Program Fraud Remedies Act, 31 U.S.C. 3801 *et seq.*, as amended.
- J. Assurance of Nondiscrimination on the Basis of Disability** As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from the Federal Financial Assistance," at 49 CFR 27.9, the GOVERNMENTAL BODY assures that, as a condition to the approval or extension of any Federal assistance awarded by FTA to construct any facility, obtain any rolling stock or other equipment, undertake studies, conduct research, or to participate in or obtain any benefit from any program administered by FTA, no otherwise qualified person with a disability shall be, solely by reason of that disability, excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any program or activity receiving or benefiting from Federal assistance administered by the FTA or any entity within U.S. DOT. The GOVERNMENTAL BODY assures that project implementation and operations so assisted will comply with all applicable requirements of U.S. DOT regulations implementing the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, *et seq.*, and the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.*, and implementing U.S. DOT regulations at 49 CFR parts 27, 37, and 38, and any applicable regulations and directives issued by other Federal departments or agencies.
- K. Procurement Compliance Certification** The GOVERNMENTAL BODY certifies that its procurements and procurement system will comply with all applicable third party procurement requirements of Federal laws, executive orders, regulations, and FTA directives, and requirements, as amended and revised, as well as other requirements FTA may issue including FTA Circular 4220.1F, "Third Party Contracting Guidance," and any revisions thereto, to the extent those requirements are applicable. The GOVERNMENTAL BODY certifies that it will include in its contracts financed in whole or in part with FTA assistance all clauses required by Federal laws, executive orders, or regulations, and will ensure that each subrecipient and each contractor will also include in its subagreements and its contracts financed in whole or in part with FTA assistance all applicable clauses required by Federal laws, executive orders, or regulations.
- L. Intelligent Transportation Systems Program** As used in this assurance, the term Intelligent Transportation Systems (ITS) project is defined to include any project that in whole or in part finances the acquisition of technologies or systems of technologies that provide or significantly contribute to the provision of one or more ITS user services as defined in the "National ITS Architecture."
- 1. In accordance with 23 U.S.C. 517(d), as amended by the Moving Ahead for Progress in the 21st Century Act (MAP-21), the GOVERNMENTAL BODY assures it will comply with all applicable requirements of Section V (Regional ITS Architecture and Section VI (Project Implementation)) of FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," at 66 *Fed. Reg.* 1455 *et seq.*, January 8, 2001, and other FTA requirements that may be issued in connection with any ITS project it undertakes financed with Highway Trust Funds (including funds from the mass transit account) or funds made available for the Intelligent Transportation Systems Program.

2. With respect to any ITS project financed with Federal assistance derived from a source other than Highway Trust Funds (including funds from the Mass Transit Account) or 23 U.S.C. 517(d), the GOVERNMENTAL BODY assures that it will use its best efforts to ensure that any ITS project it undertakes will not preclude interface with other intelligent transportation systems in the Region.

**M. Davis-Bacon Act** To the extent applicable, the GOVERNMENTAL BODY will comply with the Davis-Bacon Act, as amended, 40 U.S.C. 3141 *et seq.*, the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 3701 *et seq.*, regarding labor standards for federally assisted subagreements.

**N. Certifications and Assurances Required by the U.S. Office of Management and Budget (OMB) (SF-424B and SF-424D)**

As required by OMB, the GOVERNMENTAL BODY certifies that it:

1. Has the legal authority and the institutional, managerial, and financial capability (including funds sufficient to pay the non-federal share of project cost) to ensure proper planning, management, and completion of the project.
2. Will give the U.S. Secretary of Transportation, the Comptroller General of the United States, and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives;
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain;
4. Will initiate and complete the work within the applicable project time periods;
5. Will comply with all applicable Federal statutes relating to nondiscrimination including, but not limited to:
  - Title IV of the Civil Rights Act, 42 U.S.C. 2000d, which prohibits discrimination on the basis of race, color, or national origin;
  - Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 through 1683, and 1685 through 1687, and U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR Part 25, which prohibit discrimination on the basis of sex;
  - Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap;
  - The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 through 6107, which prohibits discrimination on the basis of age;
  - The Drug Abuse, Prevention, Treatment and Rehabilitation Act, Public Law 92-255, and amendments thereto, 21 U.S.C. 1101 *et seq.* relating to nondiscrimination on the basis of drug abuse;
  - The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Public Law 91-616, and amendments thereto, 42 U.S.C. 4541 *et seq.* relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
  - The Public Health Service Act of 1912, as amended, 42 U.S.C. 290dd-2 related to confidentiality of alcohol and drug abuse patient records;
  - Title VIII of the Civil Rights Act, 42 U.S.C. 3601 *et seq.*, relating to nondiscrimination in the sale, rental, or financing of housing;
  - Any other nondiscrimination provisions in the specific statutes under which Federal assistance for the project may be provided including, but not limited, to 49 U.S.C. 5332, which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity, and Section 1101(b) of the Transportation Equity Act for the 21st Century, 23 U.S.C. 101 note, which provides for participation of disadvantaged business enterprises in FTA programs;
  - Executive Order No. 13559, 75 Fed. Reg. 71319 (Nov. 17, 2010), § 2(d), which prohibits organizations (that receive Federal assistance under social service programs) from discriminating against beneficiaries, or prospective beneficiaries of social service programs on the basis of religion or religious belief;
  - Any other nondiscrimination statute(s) that may apply to the project.
  - The prohibitions against discrimination on the basis of disability, as provided in the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.*
6. Will comply with all federal environmental standards applicable to the project, including but not limited to:
  - Institution of environmental quality control measures under the National Environmental Policy Act of 1969 and Executive Order 11514;
  - Notification of violating facilities pursuant to Executive Order 11738;
  - Protection of wetlands pursuant to Executive Order 11990;
  - Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
  - Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451 *et seq.*;
  - Conformity of federal Actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. 7401 *et seq.*;
  - Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended;
  - Protection of endangered species under the Endangered Species Act of 1973, as amended;

- GOVERNMENTAL BODY will comply with the environmental protection for Federal transportation programs, including, but not limited to, protections for parks, recreation areas, or wildlife or waterfowl refuges of national, State, or local significance or any land from a historic site of national, State, or local significance to be used in a transportation Project, as required by 49 U.S.C. 303 (also known as "Section 4f");
  - The Wild and Scenic Rivers Acts of 1968, 16 U.S.C. 1271 *et seq.*, which relates to protecting components or potential components of the national wild scenic rivers systems; and
  - Environmental impact and related procedures pursuant to 23 C.F.R. Part 771.
7. Will comply with all other federal statutes applicable to the project, including but not limited to:
- As provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Relocation Act), 42 U.S.C. 4601 *et seq.*, and 49 U.S.C. 5323(b), regardless of whether Federal funding has been provided for any of the real property acquired for Project purposes, GOVERNMENTAL BODY:
    - (1) will provide for fair and equitable treatment for any displaced persons, or any persons whose property is acquired as a result of federally-funded programs;
    - (2) has the necessary legal authority under State and local laws and regulations to comply with:
      - (a) The Uniform Relocation Act, 42 U.S.C. 4601 *et seq.*, as specified by 42 U.S.C. 4630 and 4655; and
      - (b) U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR part 24, specifically 49 CFR 24.4, and
    - (3) has complied with or will comply with the Uniform Relocation Act and implementing U.S. DOT regulations because:
      - (a) As required by 49 CFR Part 24, the GOVERNMENTAL BODY will adequately inform each affected person of the benefits, policies, and procedures,
      - (b) As required by 42 U.S.C. 4622, 4623, and 4624, and 49 CFR part 24, if an FTA-funded Project results in displacement, it will provide fair and reasonable relocation payments and assistance to:
        1. Displaced families or individuals, and
        2. Displaced corporations, associations, or partnerships,
      - (c) As provided by 42 U.S.C. 4625 and 49 CFR part 24, it will provide relocation assistance programs offering the services described in the U.S. DOT regulations to such:
        1. Displaced families and individuals; and
        2. Displaced corporations, associations, or partnerships;
      - (d) As required by 42 U.S.C. 4625(c)(3), within a reasonable time before displacement, it will make available comparable replacement dwellings to families and individuals,
      - (e) GOVERNMENTAL BODY/Grantee/Vendor will:
        1. Carry out the relocation process to provide displaced persons with uniform and consistent services; and
        2. Make available replacement housing in the same range of choices with respect to such housing to all displaced persons regardless of race, color, religion, or national origin;
      - (f) As required by 42 U.S.C. 4651 and 4652, it will be guided by the real property acquisition policies;
      - (g) As required by 42 U.S.C. 4653 and 4654, it will pay or reimburse property owners for their necessary expenses, understanding that FTA will provide Federal funding for its eligible costs for providing payments for those expenses, as required by 42 U.S.C. 4631;
      - (h) As required, it will execute the necessary implementing amendments to FTA-funded third party contracts and subagreements;
      - (i) As required, it will execute, furnish, and be bound by such additional documents as FTA may determine necessary to effectuate or implement these assurances;
      - (j) As required, it will incorporate these assurances by reference into and make them a part of any third party contract or subagreement, or any amendments thereto, relating to any FTA-funded Project involving relocation or land acquisition; and
      - (k) As required, it will provide in any affected document that these relocation and land acquisition provisions must supercede any conflicting provisions;
  - The Hatch Act, 5 U.S.C. 1501-1508, 7324 - 7326, which limits the political activities of State and local agencies and their officers and employees whose primary employment activities are financed in whole or part with Federal funds, including a Federal Loan, Grant Agreement, or Cooperative Agreement, and (2) 49 U.S.C. 5323(l)(2) and 23 U.S.C. 142(g), which provide an exception from Hatch Act restrictions for a nonsupervisory employee of a public transportation system (or of any other agency or entity performing related functions) receiving FTA funding appropriated or made available for 49 U.S.C. chapter 53 and 23 U.S.C. 142(a)(2) to whom the Hatch Act does not otherwise apply,

- The Flood Disaster Protection Act of 1973, which requires the purchase of flood insurance in certain instances;
- Section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470, which requires Federal agencies to review the effect of their undertakings on historic properties;
- Executive Order 11593, which relates to identification and protection of historic properties;
- The Archaeological and Historic Preservation Act of 1974, 16 U.S.C. 469a-1 et seq.;
- The Laboratory Animal Welfare Act of 1966, as amended, 7 U.S.C. 2131 et seq., which relates to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by a federal award of assistance;
- The Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4801 et seq., which relates to prohibiting the use of lead-based paint in construction or rehabilitation of residence structures;
- The Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations"; and
- Use of parks, recreation areas, wildlife and waterfowl refuges, and historic sites pursuant to 23 C.F.R. Part 774 (Section 4(f) requirements); and
- GOVERNMENTAL BODY will, to the extent applicable, comply with the protections for human subjects involved in research, development, and related activities supported by Federal funding of:
  - (1) The National Research Act, as amended, 42 U.S.C. 289 *et seq.*, and
  - (2) U.S. DOT regulations, "Protection of Human Subjects," 49 CFR part 11.

- O. Energy Conservation** To the extent applicable, the GOVERNMENTAL BODY and its third party contractors at all tiers shall comply with mandatory standards and policies relating to energy efficiency that are contained in applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. Section 6321 et seq.
- P. Clean Water** For all contracts and subcontracts exceeding \$100,000, the GOVERNMENTAL BODY agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Water Pollution Control Act, 33 U.S.C. Section 1251 et seq.
- Q. Clean Air** For all contracts and subcontracts exceeding \$100,000, the GOVERNMENTAL BODY agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq.
- R. Eligibility for Employment in The United States** The GOVERNMENTAL BODY shall complete and keep on file, as appropriate, Immigration and Naturalization Service Employment Eligibility Forms (I-9). These forms shall be used by the GOVERNMENTAL BODY to verify that persons employed by the GOVERNMENTAL BODY are eligible to work in the United States.
- S. Buy America** As set forth in 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest; that such materials are not reasonably available and of satisfactory quality; or that inclusion of domestic materials will increase the cost of overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.
- T. False Or Fraudulent Statements Or Claims** The GOVERNMENTAL BODY acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the DEPARTMENT in connection with this Agreement, the DEPARTMENT reserves the right to impose on the GOVERNMENTAL BODY the penalties of 18 U.S.C. Section 1001, 31 U.S.C. Section 3801 et seq., and 49 CFR Part 31, as the DEPARTMENT may deem appropriate. GOVERNMENTAL BODY agrees to include this clause in all state and federal assisted contracts and subcontracts.
- U. Changed Conditions Affecting Performance** The GOVERNMENTAL BODY shall immediately notify the DEPARTMENT of any change in conditions or local law, or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.
- V. Third Party Disputes or Breaches** The GOVERNMENTAL BODY agrees to pursue all legal rights available to it in the enforcement or defense of any third party contract, and FTA or U.S. DOT and the DEPARTMENT reserve the right to concur in any compromise or settlement of any third party contract claim involving the GOVERNMENTAL BODY. The GOVERNMENTAL BODY will notify FTA or U.S. DOT and the DEPARTMENT of any current or prospective major dispute pertaining to a third party contract. If the GOVERNMENTAL BODY seeks to name the DEPARTMENT as a party to the litigation, the GOVERNMENTAL BODY agrees to inform both FTA or U.S. DOT and the DEPARTMENT before doing so. The DEPARTMENT retains a right to a proportionate share of any proceeds derived from any third party recovery. Unless permitted otherwise by the DEPARTMENT, the GOVERNMENTAL BODY will credit the Project Account with any liquidated damages recovered. Nothing herein is intended to nor shall it waive U.S. DOT's, FTA's or the DEPARTMENT's immunity to suit.
- W. Fly America** GOVERNMENTAL BODY will comply with 49 U.S.C. §40118, 49 CFR §52 and U.S. GAO Guidelines B- 138942, 1981 U.S. Comp. Gen. LEXIS 2166, March 31, 1981 regarding costs of international air transportation by U.S. Flag air carriers.
- X. Non-Waiver** The GOVERNMENTAL BODY agrees that in no event shall any action or inaction on behalf of or by the DEPARTMENT, including the making by the DEPARTMENT of any payment under this Agreement, constitute or be construed as a waiver by the DEPARTMENT of any breach by the GOVERNMENTAL BODY of any terms of this Agreement or any default on the part of the GOVERNMENTAL BODY which may then exist; and any action, including the making of a payment by the DEPARTMENT, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the DEPARTMENT in respect to such breach or default. The remedies available to the DEPARTMENT under this Agreement are cumulative and not exclusive. The waiver or exercise of any remedy shall not be construed as a waiver of any other remedy available hereunder or under general principles of law or equity.



- Y. Preference for Recycled Products** To the extent applicable, the GOVERNMENTAL BODY agrees to give preference to the purchase of recycled products for use in this Agreement pursuant to the various U.S. Environmental Protection Agency (EPA) guidelines, "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 CFR Part 247, which implements section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §6962.
- Z. Cargo Preference** Use of United States Flag Vessels. The GOVERNMENTAL BODY agrees to comply with 46 U.S.C. §55305 and 46 CFR Part 381 and to insert the substance of those regulations in all applicable subcontracts issued pursuant to this Agreement, to the extent those regulations apply to this Agreement.
- AA. Performance Measurement** The GOVERNMENTAL BODY must relate financial data of this AGREEMENT to its performance accomplishments. Further, the GOVERNMENTAL BODY must also provide cost information or a budget in Part 6 to demonstrate cost effective practices pursuant to 2 CFR Part 200.301.
- BB. Project Closeout** Pursuant to CFR Part 200.343, the GOVERNMENTAL BODY must submit the required project deliverables, performance and financial reports, and all eligible incurred costs as specified in Parts 5 and 6, respectively, of this AGREEMENT no later than 90 days after the AGREEMENT's end date. Further, the GOVERNMENTAL BODY agrees that the project should then be closed no later than 360 days after receipt and acceptance by the DEPARTMENT of all required final reports.
- CC. System Management Award** GOVERNMENTAL BODY is required to register with the System for Award Management (SAM), which is a web-enabled government-wide application that collects, validates, stores and disseminates business information about the federal government's trading partners in support of the contract award, grants and the electronic payment processes. If the GOVERNMENTAL BODY does not have a DUNS number, the GOVERNMENTAL BODY must register at <https://sam.gov>.

As a sub-recipient of federal funds equal to or greater than \$25,000 (or which equals or exceeds that amount by addition of subsequent funds), this agreement is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>

- DD. Certification Regarding Annual Fiscal Reports or Payment Vouchers** The GOVERNMENTAL BODY agrees to comply with 2 CFR Part 200.415(a) as follows: To assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets, the annual and final fiscal reports or vouchers requesting payment under the agreements must include a certification, signed by an official who is authorized to legally bind the GOVERNMENTAL BODY, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative **penalties** for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

All of the requirements listed in Part 3, paragraphs A through DD apply to the federal funded project. The GOVERNMENTAL BODY agrees to include these requirements in each contract and subcontract financed in whole or in part with federal assistance.



## PART 4 SPECIFIC PROVISIONS

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

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

Illinois Department of Transportation

Attention

Susan McGowan

Address

401 Main Street, Suite 900

E-mail

susan.mcgowan@illinois.gov

City

Peoria

State

IL

Zip Code

61602

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

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

The DEPARTMENT agrees that any entity to whom the software and related computer programs will be given, sold or otherwise offered shall be granted only a use license, limited to use for official or authorized purposes, and said entity shall otherwise be

prohibited from selling, giving or otherwise offering said software and related computer programs without the written consent of both the DEPARTMENT and the GOVERNMENTAL BODY.

- G. Confidentiality Clause** Any documents, data, records, or other information given to or prepared by the GOVERNMENTAL BODY pursuant to this Agreement shall not be made available to any individual or organization without prior written approval by the DEPARTMENT. All information secured by the GOVERNMENTAL BODY from the DEPARTMENT in connection with the performance of services pursuant to this Agreement shall be kept confidential unless disclosure of such information is approved in writing by the DEPARTMENT.
- H. Compliance with Freedom of Information Act.** Upon request, GOVERNMENTAL BODY shall make available to DEPARTMENT all documents in its possession that DEPARTMENT deems necessary to comply with requests made under the Freedom of Information Act. (5 ILCS 140/7(2)).
- I. Reporting/Consultation** The GOVERNMENTAL BODY shall consult with and keep the DEPARTMENT fully informed as to the progress of all matters covered by this Agreement.
- J. Travel Expenses** Expenses for travel, lodging, or per diem incurred by the GOVERNMENTAL BODY pursuant to this Agreement are limited to those described in Part 5. The GOVERNMENTAL BODY shall follow the Travel Guide for State Employees issued by the Illinois Department of Central Management Services on any travel covered under this Agreement.

OR

- J. Travel Expenses** Expenses for travel, lodging, or per diem is NOT allowed pursuant to this Agreement.
- K. Indemnification** Unless prohibited by State law, the GOVERNMENTAL BODY agrees to hold harmless and indemnify the DEPARTMENT, and its officials, employees, and agents, from any and all losses, expenses, damages (including loss of use), suits, demands and claims, and shall defend any suit or action, whether at law or in equity, based on a alleged injury or damage of any type arising from the actions or inactions of the GOVERNMENTAL BODY and/or the GOVERNMENTAL BODY's employees, officials, agents, contractors and subcontractors, and shall pay all damages, judgments, costs, expenses, and fees, including attorney's fees, incurred by the DEPARTMENT and its officials, employees and agents in connection therewith.

GOVERNMENTAL BODY shall defend, indemnify and hold the DEPARTMENT harmless against a third-party action, suit or proceeding ("Claim") against the DEPARTMENT to the extent such Claim is based upon an allegation that a Product, as of its delivery date under this Agreement, infringes a valid United States patent or copyright or misappropriates a third party's trade secret.

- L. Equal Employment Practice** The GOVERNMENTAL BODY must comply with the "Equal Employment Opportunity Clause" required by the Illinois Department of Human Rights. The GOVERNMENTAL BODY must include a requirement in all contracts with third parties (contractor or consultant) to comply with the requirements of this clause. The Equal Employment Opportunity Clause reads as follows:

In the event that the GOVERNMENTAL BODY, its contractor or consultant fails to comply with any provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act Rules and Regulations of the Illinois Department of Human Rights ("IDHR"), the GOVERNMENTAL BODY, its contractor or consultant may be declared ineligible for future contracts or subcontracts with the state of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the GOVERNMENTAL BODY agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization;
2. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with IDHR's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service;
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organizations or representative of the contractor's obligations under the Illinois Human Rights Act and IDHR's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly notify IDHR and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder;
5. That it will submit reports as required by IDHR's Rules and Regulations, furnish all relevant information as may from time to time be requested by IDHR or the contracting agency, and in all respects comply with the Illinois Human Rights Act and IDHR's Rules and Regulations;

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

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

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

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

NAME OF GOVERNMENTAL BODY: \_\_\_\_\_

Taxpayer Identification Number: \_\_\_\_\_

Legal Status (check one):

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

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

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

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

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

**PART 5**  
**SCOPE OF SERVICE/RESPONSIBILITIES**

**SCOPE OF SERVICE/RESPONSIBILITIES**

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

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

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

- routine surface and pothole repairs
- temporary full depth patching;
- removing expansion bumps on bituminous surfaces;
- sealing cracks and joints;
- cleaning;
- picking up and disposal of litter;
- maintenance up to and including removal and/or trimming of trees, shrubs, landscape beds and turf or other landscaping that is located within, obstructs or overhangs the right of way (including weeding, replenishing mulch, mowing, etc.);
- all other routine operational services to maintain the roadway in a serviceable condition.

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

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

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

- must obtain written approval from the DEPARTMENT before cutting or opening the curb or the pavement of any highway, which is covered in this AGREEMENT;
- must undertake all measures, including notifying the DEPARTMENT of the need for legal action, to require utility owners or permit holders to adjust, maintain, repair, and restore all pavement cuts, curb openings, utility frames, municipal frames, grates, and covers that are disturbed by settlement, construction, or repair;
- must notify the DEPARTMENT of the need to inform utility owners or permit holders to pay all costs of adjustment, maintenance, repair and restoration;
- must ensure that the work adheres to all applicable laws, rules and regulations, as well as the DEPARTMENT's standards (the most recent edition of Standard Specifications for Road and Bridge Construction, and subsequent updates); and
- must request and obtain written approval from the DEPARTMENT's Regional Engineer or his designee before doing any extra work not specifically identified in this AGREEMENT.

**PART 6**  
**COMPENSATION FOR SERVICES**

Funding

|  |              |  |
|--|--------------|--|
| See attached spreadsheet                           |              |  |
|  | \$505,155.00 |  |
| Subtotal   | \$505,155.00 |  |
| Local Match Provided Through the GOVERNMENTAL BODY |              |  |
| GRAND TOTAL  | \$505,155.00 |  |

Funding Breakdown

|                          |
|--------------------------|
| See attached spreadsheet |
|--------------------------|

Budget

|  |
|--|
|  |
|--|

**PART 7**

**CERTIFICATION REGARDING LOBBYING**

(49 CFR PART 20)

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

**OR**

**PART 7**

☐ **CERTIFICATION REGARDING LOBBYING**

(49 CFR PART 20)

Certification for Contracts, Grants, Loans, and Cooperative Agreements  
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Date

|  |  |
|--|--|
|  |  |
|--|--|

Name and Title of Contractor's Authorized Official

|  |
|--|
|  |
|--|

**PART 8**  
**AGREEMENT AWARD NOTIFICATION**

**REQUIRED FOR ALL PROJECTS**

Does this project receive Federal funds? ☐ Yes ☐ No

Amount of Federal funds

Name of Project

Federal Project Number

Assistance Listing Number\*, Federal Agency, Program Title

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

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## ANNUAL CERTIFICATION FOR SINGLE AUDIT COMPLIANCE

### NOTICE

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

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

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

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

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

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

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

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

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

Additional information which should be submitted:

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

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



## NOTICE

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

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

## Annual Certification of Audit Type

1. Do not submit this Certification to the Department with your signed contract.
2. This form must be submitted, by the award recipient, yearly, within 60 days of the award recipient's fiscal year end, for the entire length of the contract.
3. You will submit this form to: [DOT.AuditReview@illinois.gov](mailto:DOT.AuditReview@illinois.gov) within 60 days of your fiscal year end.

**The Illinois Department of Transportation (IDOT) is required to obtain and review the Single Audit of all entities that have federally participating funds pass through it.**

### **Section A**

The certification applies ONLY to government agencies, local units of government and non-profit agencies expending federal funds. It does not apply to for-profit public or private entities.

The requirements of a Single Audit are as follows:

- In accordance with 2 CFR 200 Uniform Administrative Requirements, non-federal entities are required to have a single audit conducted if the total federal awards expended, from all awarding agencies, in the entities fiscal year are greater than:  
**\$750,000.00** for audits of fiscal years beginning **on or after December 26, 2024**, or  
**\$1,000,000.00** for audits of fiscal years beginning **on or after October 1, 2024**.

### **Section B**

Certification for fiscal year \_\_\_\_\_ through \_\_\_\_\_

Check the box that applies.

☐ The amount of federal funding our organization expended for our fiscal year, \_\_\_\_\_ through \_\_\_\_\_, meets or exceeds the Single Audit threshold. Therefore, we are required to have a Single Audit.

☐ The amount of federal funding our organization expended for our fiscal year, \_\_\_\_\_ through \_\_\_\_\_, is below the Single Audit threshold. Therefore, we are not required to have a Single Audit.

### **Section C**

|                            |             |                      |             |
|----------------------------|-------------|----------------------|-------------|
| Organization Name          |             | Fiscal Year End Date |             |
| <div></div>                |             | <div></div>          |             |
| Address                    | City        | State                | Zip Code    |
| <div></div>                | <div></div> | <div></div>          | <div></div> |
| Contact Name               | Title       |                      |             |
| <div></div>                | <div></div> |                      |             |
| Phone                      | E-mail      |                      |             |
| <div></div>                | <div></div> |                      |             |
| FEIN (do not enter a dash) | UEI         |                      |             |
| <div></div>                | <div></div> |                      |             |

### **Section D**

I certify that the above information is correct and in compliance with 2 CFR 200 Uniform Administrative Requirements:

|             |             |
|-------------|-------------|
| Name        | Title       |
| <div></div> | <div></div> |
| Date        |             |
| <div></div> |             |

**RESOLUTION NO. 08-26**

**RESOLUTION AUTHORIZING RESOLUTION FOR IMPROVEMENT UNDER THE  
ILLINOIS HIGHWAY CODE**

**WHEREAS**, it is necessary and appropriate that the Village of Morton authorize a Resolution for Improvement Under the Illinois Highway Code through the Illinois Department of Transportation.

**NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MORTON**, Tazewell County, Illinois, as follows:

1. That the Resolution for Improvement Under the Illinois Highway Code in the form as attached hereto as Exhibit A is approved.
2. That the President and the Board of Trustees and Village of Morton are authorized to execute the Resolution for Improvement Under the Illinois Highway Code on behalf of the Village.

**BE IT FURTHER RESOLVED** that this resolution shall be in full force and effect upon its passage and approval.

**PASSED AND APPROVED** at a regular meeting of the President and Board of Trustees of the Village of Morton, Tazewell County, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 2025; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
**President**

**ATTEST:**

\_\_\_\_\_  
**Village Clerk**

# **EXHIBIT A**



Is this project a bondable capital improvement?

☐ Yes ☒ No

Resolution Type

Amended

Resolution Number

Section Number

20-00130-00-RS

BE IT RESOLVED, by the President and Board of Trustees of the Village

Governing Body Type

Local Public Agency Type

of Morton

Name of Local Public Agency

Illinois that the following described street(s)/road(s)/structure be improved under

the Illinois Highway Code. Work shall be done by Contract

Contract or Day Labor

For Roadway/Street Improvements:

| Name of Street(s)/Road(s) | Length<br>(miles) | Route    | From  | To    |
|---------------------------|-------------------|----------|-------|-------|
| S Detroit Ave.            | 1.23              | FAU 6727 | 00.34 | 01.57 |

For Structures:

| Name of Street(s)/Road(s) | Existing<br>Structure No. | Route | Location | Feature Crossed |
|---------------------------|---------------------------|-------|----------|-----------------|
|                           |                           |       |          |                 |

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Mill and overlay including constructing a shared use path and signal improvements at the intersection of Detroit and Birchwood.

2. That there is hereby appropriated the sum of One million fifty seven thousand five hundred

Dollars ( \$1,057,500.00 ) for the improvement of

said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

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

I, Sam Ritthaler

Name of Clerk

Village

Local Public Agency Type

Clerk in and for said Village

Local Public Agency Type

of Morton

Name of Local Public Agency

in the State aforesaid, and keeper of the records and files thereof, as provided by

statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

President and Board of Trustees of Morton

Governing Body Type

Name of Local Public Agency

at a meeting held on June 16, 2025

Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 16th day of June, 2025

Day

Month, Year

(SEAL, if required by the LPA)

Clerk Signature & Date

|  |
|--|
|  |
|--|

Approved

Regional Engineer Signature & Date

Department of Transportation

|  |
|--|
|  |
|--|