

AGENDA
REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE VILLAGE OF MORTON, ILLINOIS
7:00 P.M.
MONDAY, NOVEMBER 17, 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 – November 3, 2025
 - B. Approval of Bills
- VIII. CONSIDERATION OF ITEMS REMOVED FROM THE CONSENT AGENDA**
- IX. VILLAGE PRESIDENT**
 - A. Resolution 23-26 – A Resolution of the Village of Morton in Support of the Illinois America 250 Commemoration.
 - B. Resolution 24-26 – A Resolution Authorizing Use of Tourism Funds for the Purchase and Installation of Historical Plaques.
- X. VILLAGE CLERK**
- XI. VILLAGE ADMINISTRATOR**
 - A. Ordinance 26-13 – An Ordinance for the Levy and Assessment of Taxes for the Fiscal Year Beginning May 1, 2025, And Ending April 30, 2026.
 - B. Approval of the Renewal of Property, Casualty, and Workers Compensation Insurance for the Policy Year of December 1, 2025, to December 1, 2026.
- XII. CHIEF OF POLICE**
 - A. Ordinance 26-12 – An Ordinance Making Amendments to Chapter 1 of Title 6 of the Morton Municipal Code Regarding the Creation of the Position of Police Lieutenant.
 - B. Ordinance 26-17 – An Ordinance Making Amendments to Section 6-2-29 of the Village of Morton Municipal Code to Prohibit the Sale, Possession, and Use of Kratom.
- XIII. CORPORATION COUNSEL**
- XIV. DIRECTOR OF FIRE AND EMERGENCY SERVICES**
 - A. Resolution 25-26 – A Resolution Authorizing Intergovernmental Agreement for Fire Department Related Mechanical Service and Repair Work on Fire Apparatus.
 - B. Ordinance 26-14 – An Ordinance Making Amendments to Section 5-5-3 of the Morton Municipal Code Regarding Ambulance Rates.
- XV. DIRECTOR OF PUBLIC WORKS**
 - A. Ordinance 26-15 – An Ordinance Making Amendments to Section 8-2-11 of the Morton Municipal Code Regarding Period Chargeable for Incorrectly Metered Gas.
 - B. Ordinance 26-16 – An Ordinance Making Amendments to Section 8-1-7 of the Morton Municipal Code to Correct Fine Amount.
- XVI. ZONING AND CODE ENFORCEMENT OFFICER**
 - A. Resolution 26-26 – A Resolution Authorizing Renewal of Contract for Mowing Services.

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., NOVEMBER 3, 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 – 5.

PUBLIC HEARINGS – None

PRESENTATIONS – None

PUBLIC COMMENT

Laurie Schopp from Mackinaw addressed the board regarding a product called kratom being sold in the Village at a gas station. She described the product as highly addictive and shared a personal story of her son, who tried a free sample and subsequently went through rehab. She said it is currently sold over the counter to anyone 18 or older and compared its addictive nature to an opioid. She also mentioned a derivative called 7-OH and noted that the product is not FDA-regulated, crisis centers now test for it as a synthetic opioid, and that people have died from overdoses. She urged the Village to look into it, noting that seven states and several Illinois towns have already banned it.

President Kaufman thanked her for her comments and acknowledged that he had been contacted by a State Representative and others within the last week about the same product.

CONSENT AGENDA

- A. Approval of Minutes.
 - 1. Regular Meeting – October 20, 2025
 - 2. Closed Session – October 20, 2025
- B. Approval of Bills

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

Yes: Blunier, Cirilli, Hilliard, Leitch, Menold – 5
No: None
Absent: Parrott – 1

CHIEF OF POLICE

Chief Darche gave updates on several items. First, he mentioned two events the department is participating in. Stuff a Police Car will be held at Kroger on Saturday, November 15, from 9:00 AM to 1:00 PM, with all donations going to Midwest Food Bank for local distribution. Toys for Tots donation boxes are in the Police Station lobby until early December, with all donations staying within Tazewell County.

He then notified the Board that the Village has been fully reimbursed from ILEAS for the two officers sent to the Democratic National Convention in August 2024, covering all travel and personnel hours. He also updated the Board that the grant from the Attorney General's office for five Flock license plate reader cameras was renewed for a second year in the amount of \$21,250. This covers the 2024 and 2025 costs for those cameras, making them no cost to the Village. He noted that the cameras have contributed to a 50% clearance rate on retail thefts, a reduction in

retail theft calls, and gave an example of their usefulness in the Dollar Tree armed robbery investigation.

He then addressed the public comment from earlier in the meeting regarding kratom and said he is aware of the product and has been approached by another citizen whose child required rehab for it. He is meeting with Megan Hanley of the Tazewell County Health Department next week and has obtained a copy of East Peoria's ordinance banning the substance, which has also been provided to Attorney McGrath.

DIRECTOR OF PUBLIC WORKS

Administrator Smick, on behalf of DPW Loudermilk, presented Resolution 21-26 – A Resolution for Improvement Under the Illinois Highway Code (IDOT) regarding MFT Funds for IL 98 (Birchwood St.) Intersection Improvements Project at Erie Ave. and Flint Ave. She noted that this is a follow-up resolution for the project bid the Board had already approved. Trustee Leitch moved to approve. Motion was seconded by Trustee Hilliard and approved with the following roll call vote:

Yes: Blunier, Cirilli, Hilliard, Leitch, Menold – 5

No: None

Absent: Parrott – 1

Administrator Smick then presented Resolution 22-26 – A Resolution Approving Contract for Legal Services with Stag Liuzza, LLC and Gardiner Koch Weisberg & Wrona Regarding AFFF PFAS Litigation. Attorney McGrath explained that this is a class-action lawsuit against manufacturers of forever chemicals (PFAS). If such chemicals are found in a municipality's water supply, they create obligations for testing and treatment. The primary reason for joining is to preserve the Village's eligibility for recovery from the class-action pool. If the Village takes no action, it will lose its right to sue for this issue in the future. The attached contract confirms this is a contingency-based agreement for one-third of any gross amount recovered, and the Village is not responsible for costs or expenses if no recovery is made. Trustee Hilliard moved to approve. Motion was seconded by Trustee Leitch and approved with the following roll call vote:

Yes: Blunier, Cirilli, Hilliard, Leitch, Menold – 5

No: None

Absent: Parrott – 1

ZONING AND CODE ENFORCEMENT OFFICER

ZCO Davis presented they FY26 Q2 Permit Type Reports. He noted that the reports in the packet summarize permit activity for both the second quarter (July 31 - October 31, 2025) and the fiscal year-to-date (May 1 - October 31, 2025).

VILLAGE TRUSTEES

Trustee Blunier, on the topic of kratom from the public comment, expressed shock at the product's addictive potential being relatively unknown, unlike cigarettes or alcohol. He said he was glad Chief Darche is aware of it and is hoping the Village will do something to address it. President Kaufman indicated a plan to have something on the agenda soon.

ADJOURNMENT

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

ATTEST:

PRESIDENT

VILLAGE CLERK

RESOLUTION NO. 23-26

A RESOLUTION OF THE VILLAGE OF MORTON

IN SUPPORT OF THE ILLINOIS AMERICA 250 COMMEMORATION

WHEREAS, the United States of America will commemorate its 250th anniversary on July 4, 2026, marking a historic milestone in the nation's history; and

WHEREAS, on July 4, 1776, the Second Continental Congress formally adopted the Declaration of Independence, asserting the American colonies' freedom from British rule and laying the foundation for the principles of democracy and self-governance; and

WHEREAS, the U.S. Semiquincentennial Commission, known as the America250 Commission (america250.org) was established by Congress in 2016 to plan and orchestrate the 250th anniversary of the signing of the Declaration of Independence, aiming to engage all Americans in commemorating this historic event through educational initiatives.

WHEREAS, the Illinois America250 Commission (IL250.org) was established to develop, encourage, and execute an inclusive commemoration and observance of the founding of the United States of America, and Illinois' imperative role in the nation's history; and

WHEREAS, the Illinois America250 Commission encourages communities, libraries, schools, local governments, historical societies, cultural institutions, and individuals of all ages to develop inclusive commemorations that reflect on Illinois' role in the nation's history and development; and

WHEREAS, recognizing and supporting the Illinois America250 Commission will help ensure a meaningful and educational commemoration for all residents and future generations; and

WHEREAS, the commemoration provides an opportunity to reflect on the state's historical significance, honor the achievements of its people and inspire civic engagement; and

WHEREAS, the Village of Morton hereby formally supports the Illinois America250 Commission and its mission to commemorate our nation's 250th anniversary.

NOW, THEREFORE, be it resolved that the President and Board of Trustees of the Village of Morton expresses its support for the Illinois America250 Commission, and encourages all Illinois

communities to organize and participate in local events leading up to and culminating on July 4, 2026, to celebrate America's 250th anniversary.

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

RESOLUTION NO. 24-26

**RESOLUTION AUTHORIZING USE OF TOURISM FUNDS
FOR THE PURCHASE AND INSTALLATION OF HISTORICAL PLAQUES**

WHEREAS, the Village is proud to be the Pumpkin Capital of the World with the location of Libby's pumpkin processing facility ; and

WHEREAS, the Village also has a historical landmark of Evans Corner, which was the location of a stagecoach stop, trading post, post office, and library prior to the founding of the Village of Morton; and

WHEREAS, the Village desires to recognize these two historical locations with the installation of plaques that describe the historical significance of the site.

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

That approximately \$12,000 of Tourism Funds be designated for the purchase of 2 plaques which will detail the story of these two historical stories of the Village of Morton.

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

ORDINANCE NUMBER 26-13

AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF TAXES FOR THE FISCAL YEAR BEGINNING MAY 1, 2025, AND ENDING APRIL 30, 2026

BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MORTON, TAZEWELL COUNTY, ILLINOIS, AS FOLLOWS:

SECTION ONE: That the total amount of appropriations for all corporate purposes legally made to be collected from the tax levy of the current fiscal year is hereby ascertained to be the sum of two million, eight hundred, ninety thousand dollars (\$2,890,000).

SECTION TWO: That the sum of two million, eight hundred, ninety thousand dollars (\$2,890,000), being the total of appropriations heretofore legally made which are to be collected from the tax levy of the current fiscal year of the Village of Morton for all corporate purposes of said Village of Morton, for purposes of providing for a General Fund, Federal Insurance Contribution Act Fund, Illinois Municipal Retirement Fund, Police Pension Fund, and Fire Pension Fund, as appropriated for the current fiscal year by annual appropriation ordinance of the Village of Morton for the fiscal year beginning May 1, 2025, and ending April 30, 2026, passed by the President and Board of Trustees of said Village of Morton at the legally convened meeting of July 21, 2025, be and the same is hereby levied upon all of the taxable property in the Village of Morton subject to taxation for the current year, the specific amounts as levied for the various funds heretofore named being included herein by being placed in separate columns under the heading "To Be Raised By Tax Levy" which appears over the same, the tax so levied being for the current fiscal year of said Village of Morton, and for the said appropriation to be collected from said tax levy, the total of which has been ascertained as aforesaid and being as follows:

SECTION THREE: That the total amount of two million, eight hundred, ninety thousand dollars (\$2,890,000) ascertained above be and the same is hereby levied and assessed on all property subject to taxation within the Village of Morton according to the value of said property as assessed and equalized for state and county purposes for the current year.

SECTION FOUR: This Levy Ordinance is adopted pursuant to the procedures set forth in the Illinois Municipal Code.

SECTION FIVE: That there is hereby certified to the County Clerk of Tazewell County, Illinois, the several sums above, constituting said total amount, and the total amount of two million, eight hundred, ninety thousand dollars (\$2,890,000), which total amount the Village of Morton requires to be raised by taxation for the current fiscal year of the Village of Morton, and the Village Clerk of the Village of Morton is hereby ordered and directed to file with the County Clerk of Tazewell County on or before the time required by law a certified copy of this Ordinance.

PASSED this _____ day of _____, 2025.

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED this _____ day of _____, 2025.

Village President

ATTEST:

Village Clerk

	Total Appropriation	Estimated Receipts From Sources Other Than Tax Levy	To Be Raised By Tax Levy
General Fund	\$ 28,186,900.00	\$ 26,566,900.00	\$ 1,620,000.00
Solid Waste Fund	1,587,000.00	1,587,000.00	-
Federal Insurance Contribution Act Fund	473,360.00	(46,640.00)	520,000.00
Tourism Fund	405,000.00	405,000.00	-
Illinois Municipal Retirement Fund	139,700.00	34,700.00	105,000.00
Morton Business District Tax Allocation Fund	1,250,000.00	1,250,000.00	-
Motor Fuel Tax Fund	2,561,000.00	2,561,000.00	-
Gas Fund	9,693,100.00	9,693,100.00	-
Storm Water Fund	1,444,400.00	1,444,400.00	-
Water & Wastewater Fund	8,310,400.00	8,310,400.00	-
911 Consolidation Center Fund	37,750.00	37,750.00	-
Volunteer Firefighters Retirement Fund	55,000.00	55,000.00	-
Police Pension Fund	1,285,500.00	685,500.00	600,000.00
Full-time Firefighters Pension Fund	36,850.00	(8,150.00)	45,000.00
	<u>\$ 55,429,110.00</u>	<u>\$ 52,575,960.00</u>	<u>\$ 2,890,000.00</u>

SUMMARY OF LEVY

Levy For General Corporate Purposes (65 ILCS 5/8-3-1)	\$ 28,186,900.00	\$ 26,566,900.00	\$ 1,620,000.00
Levy For Illinois Municipal Retirement Fund Purposes (40 ILCS 5/7-171)	139,700.00	34,700.00	105,000.00
Levy For Police Pension Purposes (40 ILCS 5/3-125)	1,285,500.00	685,500.00	600,000.00
Levy For Fire Pension Purposes (40 ILCS 5/4-118)	36,850.00	(8,150.00)	45,000.00
Levy For Social Security Purposes (40 ILCS 5/21-110)	473,360.00	(46,640.00)	520,000.00
<u>Total Levy</u>	<u>\$ 30,122,310.00</u>	<u>\$ 27,232,310.00</u>	<u>\$ 2,890,000.00</u>

Fund & Department	Appropriated								Total Expenses Appropriated
	Personnel Costs	Contractual	Commodities	Debt	Service	Capital Outlay	Other	Contingency	
General Fund									
President & Board of Trustees	\$ 33,800	\$ 25,450	\$ 2,000	\$ -	\$ -	\$ -	\$ 1,500	\$ 6,300	\$ 69,050
Board of Fire & Police Comm.	1,500	3,000	-	-	-	-	100	500	5,100
Administration	293,600	115,150	560,400	133,500	250,000	146,800	100,000	1,599,450	
Community Development	92,200	109,400	2,700	-	45,000	-	24,900	274,200	
Fire	899,000	396,700	62,500	-	575,000	50,000	100,000	2,083,200	
Paramedic	1,611,000	207,300	190,000	-	355,000	-	100,000	2,463,300	
Police	4,040,500	1,081,900	220,000	-	630,000	4,000	100,000	6,076,400	
Public Works	222,700	138,500	47,000	-	273,000	-	68,100	749,300	
Streets	789,500	2,653,200	663,500	-	10,612,000	-	100,000	14,818,200	
Plaza	-	36,300	8,000	-	-	-	4,400	48,700	
Total General Fund	\$ 7,983,800	\$ 4,766,900	\$ 1,756,100	\$ 133,500	\$ 12,740,000	\$ 202,400	\$ 604,200	\$ 28,186,900	
Solid Waste Fund	\$ 27,500	\$ 1,216,500	\$ -	\$ -	\$ -	\$ 243,000	\$ 100,000	\$ 1,587,000	
Social Security Fund	\$ 430,360	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 43,000	\$ 473,360	
Tourism Fund	\$ 42,900	\$ 27,800	\$ -	\$ -	\$ 112,000	\$ 185,500	\$ 36,800	\$ 405,000	
Illinois Municipal Retirement Fund	\$ 127,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,700	\$ 139,700	
Business District Fund	\$ -	\$ -	\$ -	\$ -	\$ 1,050,000	\$ 100,000	\$ 100,000	\$ 1,250,000	
Motor Fuel Tax Fund	\$ -	\$ 200,000	\$ 50,000	\$ -	\$ 2,211,000	\$ -	\$ 100,000	\$ 2,561,000	
Gas Fund	\$ 1,217,700	\$ 6,733,500	\$ 168,400	\$ -	\$ 1,472,000	\$ 1,500	\$ 100,000	\$ 9,693,100	
Stormwater Fund	\$ 282,900	\$ 577,600	\$ 78,400	\$ -	\$ 404,000	\$ 1,500	\$ 100,000	\$ 1,444,400	
Water & Wastewater Fund									
Wastewater	\$ 962,600	\$ 2,043,500	\$ 194,200	\$ -	\$ 605,000	\$ 30,000	\$ 100,000	\$ 3,935,300	
Water Distribution	616,300	167,700	356,900	-	65,200	-	100,000	1,306,100	
Water Treatment	665,800	999,900	658,300	-	645,000	-	100,000	3,069,000	
Total Water & Wastewater Fund	\$ 2,244,700	\$ 3,211,100	\$ 1,209,400	\$ -	\$ 1,315,200	\$ 30,000	\$ 300,000	\$ 8,310,400	
911 Consolidated Center	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 34,350	\$ 3,400	\$ 37,750	
Full-time Firefighters Pension Fund	\$ -	\$ 33,500	\$ -	\$ -	\$ -	\$ -	\$ 3,350	\$ 36,850	
Volunteer Firefighters Retirement Fund	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000	\$ 55,000	
Police Pension Fund	\$ 1,152,000	\$ 33,500	\$ -	\$ -	\$ -	\$ -	\$ 100,000	\$ 1,285,500	
Village Total	\$ 13,558,860	\$ 16,800,400	\$ 3,262,300	\$ 133,500	\$ 19,304,200	\$ 798,250	\$ 1,608,450	\$ 55,465,960	

Village Of Morton									
12/01/2025 - 12/01/2026 Renewal Proposal/Comparison									
Line of Business	2024-25 Expiring			2025-26 Renewal					
	Exposure		Premium	Exposure		Premium	Coverage Change		Premium Change
Package									
Property Coverage			\$141,902			\$161,707			\$19,805 14%
Building	\$105,714,333			\$107,828,620			\$2,114,287	2%	
Personal Property - Blanket	\$4,175,747			\$4,259,262			\$83,515	2%	
Business Income/Extra Expense	\$1,000,000			\$1,000,000					
Equipment Breakdown	\$109,890,080			\$112,087,882			\$2,197,802	2%	
Deductible (no separate wind/hail)	\$10,000			\$10,000					
Earthquake (incl Mine Subsidence)	\$5,000,000 Ea			\$5,000,000 Ea					
	\$2,500,000 Agg			\$2,500,000 Agg					
Deductible (2% if greater)	\$50,000			\$50,000					
Flood	\$5,000,000 Ea			\$5,000,000 Ea					
	\$250,000,000 Agg			\$250,000,000 Agg					
Deductible	\$50,000			\$50,000					
Inland Marine			\$7,772			\$9,826			\$2,054 26%
Mobile Equipment >\$10,000	\$3,034,519			\$3,942,119			\$907,600	30%	
Mobile Equipment <\$10,000	\$730,707			\$841,507			\$110,800	15%	
Cameras, Radios & Communication	\$193,500			\$379,500			\$186,000	96%	
EDP Equipment/Media	\$168,900			\$373,400			\$204,500	121%	
Animal -Mortality	\$10,000			\$10,000					
Total	\$4,137,626			\$5,546,526			\$1,408,900	34%	
Deductible	\$1,000			\$1,000					
General Liability			\$34,167			\$25,883			(\$8,284) -24%
Limit of Insurance	\$1,000,000 Occ			\$1,000,000 Occ					
Property Damage Deductible:	\$1,000			\$1,000					
Sexual Abuse Liability			\$2,703			\$3,101			\$398 15%
	\$1,000,000 Occ			\$1,000,000 Occ					
Limit of Insurance -claims made	\$1,000,000 Agg			\$1,000,000 Agg					
Deductible	\$5,000			\$5,000					
Retro Date	12/31/2013			12/31/2013					
Violent Event Response Coverage									
Limit of Insurance	\$500,000 Event			\$500,000 Event					
	\$500,000 Agg			\$500,000 Agg					
Deductible	\$1,000			\$1,000					
Law Enforcement Liability			\$45,934			\$50,973			\$5,039 11%
Limit of Insurance	\$1,000,000 Occ			\$1,000,000 Occ					
	\$3,000,000 Agg			\$3,000,000 Agg					
Deductible	\$5,000			\$5,000					
Public Officials Liability			\$8,787			\$15,427			\$6,640 76%
Limit of Insurance	\$1,000,000 Occ			\$1,000,000 Occ					
	\$1,000,000 Agg			\$1,000,000 Agg					
Employment Practices Liability	Included		\$8,750	Included		\$7,333			(\$1,417) -16%
Employee Benefits Liability	Included			Included					
Deductible	\$5,000			\$5,000					
Retro Date	12/31/2013			12/31/2013					
Cyber Liability			\$17,325			\$17,000			(\$325) -2%
Limit of Insurance	\$1,000,000 Ea			\$1,000,000 Ea					
Deductible	\$5,000			\$5,000					
Retro Date	12/1/2010			12/1/2010					
Crime Coverage			\$1,008			\$1,008			
Employee Theft - Blanket	\$500,000			\$500,000					
Money & Securities-Inside	\$500,000			\$500,000					
Money & Securities-Outside	\$500,000			\$500,000					
Forgery or Alteration	\$500,000			\$500,000					
Money Orders & Counterfiet Currency	\$500,000			\$500,000					
Funds Transfer Fraud	\$500,000			\$500,000					
Computer Fraud	\$500,000			\$500,000					
Social Engineering/False Pretenses	\$50,000			\$50,000					
Deductible	\$1,000			\$1,000					
Auto			\$45,485			\$67,214			\$21,729 48%
Limit of Insurance	\$1,000,000 Occ			\$1,000,000 Occ					
Auto Liability Deductible	\$2,500			\$2,500					
Number of Autos	113			124			11 more vehicles		
Total Schedule Value	\$7,645,051			\$8,469,242			\$824,191	11%	
	\$5,000 Comp			\$5,000 Comp					
Physical Damage Deductibles	\$5,000 Coll			\$5,000 Coll					
Workers Compensation			\$136,870			\$153,931			\$17,061 12%
Employers Liability Limit									
	Class	Rate	Payroll	Class	Rate	Payroll			
Street & Road	5506	8.67	\$416,116	5506	9.02	\$467,170			
Gas Company	7502	1.77	\$422,069	7502	1.74	\$437,501			
Waterworks Operation	7520	5.40	765,077	7520	5.78	767,561			
Sewage Disposal Plat	7580	3.03	\$694,058	7580	2.62	\$618,294			
Ambulance/EMT	7705	4.70	\$899,521	7705	5.09	\$981,740			
Firefighter- Paid	7710	7.20	\$564,833	7710	7.78	\$210,362			
Firefighter- Volunteer	7711	9.23	\$124,238	7711	9.10	\$157,539			
Law Enforcement	7720	5.87	\$2,051,456	7720	6.17	\$2,420,915			
Auto Repair	8380	5.17	\$80,446	8380	5.55	\$78,884			
Clerical	8810	0.44	\$520,614	8810	0.46	\$527,048			
Municipal NOC	9410	2.43	\$385,772	9410	2.70	\$606,786			
Total Payroll Exposure			\$6,924,200			\$7,273,800	\$349,600	5%	
Experience Modification Factor	0.69			0.72					
Schedule Modification Factor	0.65			0.65					
Umbrella			\$101,298			\$128,606			\$27,308 27%
Limit of Insurance	\$7,000,000			\$7,000,000					
Retention	None			None					
Total Annual Premium			\$552,001			\$642,009			\$90,008 16%

	Y / N Unk	Limits	Deductible	Carrier	Claims Made/ Occur	NOTES
PROPERTY	Y	\$107,828,620 - BLDG \$4,259,262 - BPP	\$10,000	ICRMT		Increase building limits 7%
BUSINESS INCOME/ INTERRUPTION	Y	\$1,000,000	\$10,000	ICRMT		
INLAND MARINE	Y	\$5,546,526		ICRMT		Animal Mortality \$10,000, Communication Equip \$379,500; EDP \$373,400; Mobile Equip \$3,942,119
EMPLOYEE TOOLS	N					
EQUIPMENT BREAKDOWN	Y	\$112,087,882	\$10,000	ICRMT		
FLOOD, EARTHQUAKE & MINE SUB	Y	\$5,000,000	EQ \$50,000 or 2% ; Flood \$50,000			Included Mine Subidence; Earthquake and Flood;
GENERAL LIABILITY	Y	\$1,000,000 Occ \$3,000,000 Agg	\$1,000	ICRMT	Occ	Includes Sexual Abuse \$1M with \$5K ded-Claims made; Special Events ; Volunteers
EMPLOYEE BENEFITS LIABILITY	Y	\$1,000,000 Occ \$1,000,000 Agg	\$5,000	ICRMT	Claims Made	Included In Public Official coverage; Retro date 12/31/13
EMPLOYMENT PRACTICES LIABILITY	Y	\$1,000,000 Occ \$1,000,000 Agg	\$5,000	ICRMT	Claims Made	Included In Public Official coverage; Retro date 12/31/13
FIDUCIARY LIABILITY	N					
PUBLIC OFFICIAL LIABILITY	Y	\$1,000,000 Occ \$1,000,000Agg	\$5,000	ICRMT	Claims Made	Retro Date 12/31/13
E&O LIABILITY	Y	\$1,000,000 Occ \$2,000,000 Agg	\$10,000	Houston Specialty	Claims Made	Retro Date 1/1/2020; Inspections & Permits E&O Eff 1/1/24-25
LAW ENFORCEMENT LIABILITY	Y	\$1,000,000 Occ \$3,000,000 Agg	\$5,000	ICRMT	Occ	
CYBER LIABILITY	Y	\$1,000,000	\$5,000	ICRMT/Beasley	Claims Made	Retro date 12/1/2010
POLLUTION LIABILITY	Y	\$1,000,000 Per Tank \$2,000,000 Agg	\$5,000	Liberty Surplus	Claims Made	Storage Tanks Eff. 7/30/24-25
LIQUOR LIABILITY	Y	inlcuded in GL	\$1,000	ICRMT	Occ	\$1,000,000 limit of GL
DRONES	N					
CRIME / ERISA	Y	\$500,000	\$1,000	ICRMT		Employee Dishonesty, Money & Securities, Computer Fraud, Funds Transfer, Forgery & Alterations
AUTO	Y	\$1,000,000	\$5,000 Comp \$5,000 Coll	ICRMT		Automatic Liability & Physical Damage for Newly Acquired
GARAGEKEEPERS	Y	\$100,000		ICRMT		
WORKERS COMPENSATION	Y	\$2,500,000		ICRMT		WC Statutory; Employers Liability \$2.5M; 2024 Exp Mod .69; 2025 Exp Mod .72;
UMBRELLA	Y	\$7,000,000		ICRMT	Occ	General Liabiliy, Law Enforcement Liability, Auto Liability; Public Official Liab.-claims made
BONDS	Y					Notary Bonds -Various



VILLAGE OF MORTON
ORDINANCE 26-12

**AN ORDINANCE MAKING AMENDMENTS TO CHAPTER 1 OF TITLE 6 OF
THE MORTON MUNICIPAL CODE REGARDING THE CREATION OF THE
POSITION OF POLICE LIEUTENANT**

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** “6-1-2: Officers” of the Morton Municipal Code is hereby *amended* as follows:

A M E N D M E N T

6-1-2: Officers

There are hereby created, in order of rank, the office of Chief of Police, Deputy Chief of Police, Lieutenant, Sergeant of Police, and Patrol Officer. The word policemen shall mean any member of the regularly constituted Police Department, sworn, bonded, and commissioned to perform police duties. Said Policemen shall constitute the Police Force of this Village and the members of the Police Department shall be and are officers of the Village, a Municipal corporation. All duly commissioned policemen of the rank of Chief and Sergeant now in the employment of the Village as of the adoption of the Police Commission¹ are deemed qualified and capable officers, without examination, and those among them who have served as such officers for more than one year shall be eligible to receive their certificates of accreditation upon meeting other lawful requirements of the Police Commission. (Ord. 245, 4-17-61; amd. Ord. 90-34, 2-18-91; amd. Ord. 99-8, 9-7-99) This department shall consist of the Chief of Police, not more than one deputy chief, and such number of lieutenants, sergeants, and patrol officers as may be provided from time to time by resolution of the Mayor and Board of Trustees.

¹ See Title 2, Chapter 4 of this Code.

SECTION 2: **AMENDMENT** “6-1-5: Members” of the Morton Municipal Code is hereby *amended* as follows:

A M E N D M E N T

6-1-5: Members

The present Police Force of the Village shall consist of a Chief, Deputy Chief, and any Lieutenants, Sergeants or Patrol Officers that may be provided for, and, all members shall be under the jurisdiction, rules and regulations of the Board of Fire and Police Commissioners, except for the Chief of Police, the appointment of whom is specifically reserved to the President and Board of Trustees. The Chief of Police shall have the right to appoint or dismiss the Deputy Chief of Police, but the Deputy Chief of Police shall otherwise be subject to the rules and regulations of the Board of Fire and Police Commissioners. (Ord. 266, 1-2-62; amd. Ord. 90-11, 8-6-90; amd. Ord. 90-34, 2-18-91; amd. Ord. 99-8, 9-7-99)

SECTION 3: REPEALER CLAUSE All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

SECTION 4: 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 5: EFFECTIVE DATE This Ordinance shall be in full force and effect immediately from and after the required approval and publication according to law.

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

	AYE	NAY	ABSENT	ABSTAIN
Trustee Blunier	_____	_____	_____	_____
Trustee Cirilli	_____	_____	_____	_____
Trustee Hilliard	_____	_____	_____	_____
Trustee Leitch	_____	_____	_____	_____
Trustee Menold	_____	_____	_____	_____
Trustee Parrott	_____	_____	_____	_____
President Kaufman	_____	_____	_____	_____

Presiding Officer

Attest

Jeffrey L. Kaufman, Village President,
Village of Morton

Sam Ritthaler, Village Clerk, Village
of Morton

VILLAGE OF MORTON
ORDINANCE 26-17

**AN ORDINANCE MAKING AMENDMENTS TO SECTION 6-2-29 OF THE
VILLAGE OF MORTON MUNICIPAL CODE TO PROHIBIT THE SALE,
POSSESSION, AND USE OF KRATOM**

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** “6-2-29: Synthetic Alternative Drugs” of the Morton Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

6-2-29: Synthetic Alternative Drugs

- A. Definitions: For purposes of this section, the following definitions shall apply unless the context clearly indicates or requires different meaning:
1. *A product containing a synthetic alternative drug* means any product containing a synthetic cannabinoid, stimulant, or synthetic stimulants and synthetic psychedelic/hallucinogens, as those terms are defined herein such as, but not limited to, the examples of brand names or identifiers listed on [Exhibit “A”](#) attached hereto and incorporated herein.
 2. *Synthetic cannabinoid* means any laboratory-created compound that functions similar to the active ingredient in marijuana, tetrahydrocannabinol (THC), including, but not limited to, any quantity of a natural or synthetic material, compound, mixtures, preparation, substance and their analog (including isomers, esters, ethers, salts, and salts of isomers) containing a cannabinoid receptor against, such as, but not limited to, the examples or brand names or identifiers listed on Exhibit “A” attached hereto and incorporated herein.
 3. *Synthetic stimulant* means any compound that mimics the effects of any federally controlled Schedule I substance such as cathinone, methcathinone, MDMA and MDEA, including, but not limited to, any quantity of a natural or synthetic material, compound, mixtures, preparation, substance and their analog (including isomers, esters, ethers, salts, and salts of isomers) containing substances which have a stimulant effect on the central nervous system, such as, but not limited to, the examples of brand names of identifiers listed in Exhibit “A” attached hereto and incorporated herein.
 4. *Synthetic psychedelic/hallucinogen* means any compound that mimics the effects of any federally controlled Schedule I substance, including, but not limited to, any quantity of a natural or synthetic material, compound, mixtures, preparation, substance and their analog (including isomers, esters, ethers, salts

and salts of isomers) containing substances which have a psychedelic/hallucinogen effect on the natural nervous system and/or brains, such as, but not limited to, the examples of brand names or identifiers listed on Exhibit "A" attached hereto and incorporated herein.

- B. Sale or Delivery: It shall be unlawful for any person to sell, offer for sale or deliver any product containing a synthetic cannabinoid, stimulant or psychedelic/hallucinogen.
- C. Possession: It shall be unlawful for any person to knowingly possess a product containing a synthetic cannabinoid, stimulant or psychedelic/hallucinogen.
- D. Use: It shall be unlawful for any person to be under the influence of a synthetic cannabinoid, stimulant or psychedelic/hallucinogen.
- E. Penalties:
 - 1. Any person found to be in violation of Section 6-2-29 shall be subject to a fine of not less than two hundred dollars (\$200.00) and not more than seven hundred fifty dollars (\$750.00) for each violation thereof.
 - 2. Each violation of this ordinance, or everyday a violation continues to exist, shall constitute a new or separate violation. (Ord. 11-32, 3-5-12)

AFTER AMENDMENT

6-2-29: ~~Synthetic Alternative Drugs~~ Kratom, Novel Synthetic, and Psychoactive Drugs Prohibited

- A. Definitions: For purposes of this section, the following definitions shall apply unless the context clearly indicates or requires different meaning:
 - 1. A *product containing a synthetic alternative drug* means any product containing a synthetic cannabinoid, synthetic stimulant, synthetic psychedelic/hallucinogen, Kratom, novel synthetic drug, or novel semi-synthetic drug ~~a synthetic cannabinoid, stimulant, or synthetic stimulants and synthetic psychedelic/hallucinogens~~, as those terms are defined herein such as, but not limited to, the examples of brand names or identifiers listed on Exhibit "A" attached hereto and incorporated herein.
 - 2. *Synthetic cannabinoid* means any laboratory-created compound that functions similar to the active ingredient in marijuana, tetrahydrocannabinol (THC), including, but not limited to, any quantity of a natural or synthetic material, compound, mixtures, preparation, substance and their analog (including isomers, esters, ethers, salts, and salts of isomers) containing a cannabinoid receptor against, such as, but not limited to, the examples or brand names or identifiers listed on Exhibit "A" attached hereto and incorporated herein.
 - 3. *Synthetic stimulant* means any compound that mimics the effects of any federally controlled Schedule I substance such as cathinone, methcathinone, MDMA and MDEA, including, but not limited to, any quantity of a natural or synthetic material, compound, mixtures, preparation, substance and their analog (including isomers, esters, ethers, salts, and salts of isomers) containing substances which have a stimulant effect on the central nervous system, such as, but not limited to, the examples of brand names of identifiers listed in

Exhibit “A” attached hereto and incorporated herein.

4. *Synthetic psychedelic/hallucinogen* means any compound, mixture, preparation, or substance, or its analog (including salts, isomers, esters, ethers, and salts of isomers), or that mimics the effects of any Federal Schedule I Drug or Federal Schedule II Drug, as listed in 21 C.F.R. sections 1308.11 - 1308.12~~federally-controlled Schedule I substance~~, including, but not limited to, any quantity of a natural or synthetic material, compound, mixtures, preparation, substance and their analog (including isomers, esters, ethers, salts and salts of isomers) containing substances which have a pschedelic, psychotropic, hallucinogenic, or other~~psychedelic/hallucinogen~~ effect on the central~~natural~~ nervous system and/or brains, such as, but not limited to, the examples of brand names or identifiers listed on Exhibit “A” attached hereto and incorporated herein.
 5. *Kratom* means any parts of the plant *Mitragnya speciosa*, whether growing or not, and any compound, salt, derivative, resin, mixture, or preparation of that plant, including but not limited to Mitragynine and 7-hydroxymitragynine (“7-OH”), whether naturally occurring or synthetically produces or whether produced directly or indirectly by extraction, or independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis. Sale or Delivery: It shall be unlawful for any person to sell, offer for sale or deliver any product containing a synthetic cannabinoid, stimulant, Kratom, or psychedelic/hallucinogen.
 6. *Novel Synthetic Drug* means any cathinone not regulated or prohibited by state law, including but not limited to: CBG; CBG; Delta 6, 8, 9, 10, 11; THC-A, B, JD, O, P, V, X; HHC; and THCP.
 7. *Novel Semi-Synthetic Drug* means any cathinone derived by CBD isolate, not regulated or prohibited by state law.
 8. *Synthetic Cathinone* means any chemical compound which is not approved by the United States Food and Drug Administration or, if approved, which is not dispensed or possessed in accordance with state and federal law, not including bupropion, structurally derived from 2-aminopropan-1-one by substitution by the 1-position with phenyl, naphthyl, or thiophene ring systems, whether or not the compound is further modified in one or more of the following ways: (a) By substitution in the ring system to any extent with alkyl, alkylendioxy, alkoxy, haloalkyl, hydroxyl, or halide substituents, whether or not further substituted in the ring system by one or more other univalent substituents. Examples of this class include 3,4-methylenedioxycathinone (bk-MDA); (b) By substitution at the 3-position with an acyclic alkyl substituent. Examples of this class include 2-methylamino-1-phenylbutan-1-one (Buphedrone); (c) By Substitution at the 2-amino nitrogen atom with alkyl, dialkyl, benzyl, or methoxybenzyl groups, or by inclusion of the 2-amino nitrogen atom in a cyclic structure.
- B. Possession: It shall be unlawful for any person to knowingly possess a product containing a synthetic cannabinoid, stimulant, Kratom, Novel Synthetic Drug, Novel Semi-Synthetic Drug, or synthetic psychedelic/hallucinogen.

- C. Use: It shall be unlawful for any person to be under the influence of a synthetic cannabinoid, stimulant, Kratom, Novel Synthetic Drug, Novel Semi-Synthetic Drug, or psychedelic/hallucinogen.
- D. Nuisance: It shall be declared a nuisance for any store, place, or premises to keep for sale, offer for sale, sell, or delivery for any synthetic cannabinoid, stimulant, Kratom, psychedelic/hallucinogen, Novel Synthetic Drug, or Novel Semi-Synthetic Drug.
- E. Novel Synthetic Drug, Novel Semi-Synthetic Drug, or synthetic psychedelic/hallucinogen, except as authorized by the Compassionate Use of Medical Cannabis Program Act (410 ILCS 130/1 et seq.), the Cannabis Regulation and Tax Act (410 ILCS 705/1 et seq.), or the Cannabis Control Act (720 ILCS 550/1 et seq.).
- F. Penalties:
1. Any person found to be in violation of Section 6-2-29 shall be subject to a fine of not less than three hundred and fifty dollars (\$350.00) ~~two hundred dollars (\$200.00)~~ and not more than seven hundred fifty dollars (\$750.00) for each violation thereof.
 2. Each violation of this ordinance, or everyday a violation continues to exist, shall constitute a new or separate violation. (Ord. 11-32, 3-5-12)
- G. No business licensed by the Village of Morton shall manufacture, sell, offer for sale, give away, deliver, or distribute a product containing a synthetic alternative drug, as defined herein. A finding of liability for the aforesaid offense may result in non-renewal or revocation of the business license by the Village of Morton.
1. Any denial of renewal or revocation of a business pursuant to this Section shall be made in writing, stating the specific grounds for the decision and advising the license holder of the right to appeal.
 2. Within ten (10) business days of the mailing or delivery of the written notice of denial or revocation pursuant to this Section, the license holder may file a written request for appeal with the Village President and must include (a) the name, address, and contact information of the license holder, (b) a copy of the notice of denial or revocation, (c) a clear and concise statement explaining why the license holder believes the denial or revocation was improper, (d) any supporting documents the license holder wishes to have considered, and (e) a statement indicating whether the license holder requests a hearing or prefers the appeal be decided upon the written submission.
 3. Upon timely receipt of a complete written request for appeal, the Village President shall schedule the matter for review by the Village Board, or by a designated hearing officer appointed by the Village Board. The license holder shall be notified of the date and time of any hearing on the appeal, and shall be present at such date and time. At the hearing, the license holder shall have the opportunity to present evidence and testimony in support of the appeal. The hearing shall be conducted in an informal manner and shall not be governed by the formal rules of evidence applicable in courts of law. Hearsay and other relevant or reliable evidence may be considered, and testimony may be

received in writing or through documentation without requiring in-person appearance by third parties. The Village Board or hearing officer shall issue a written decision within ten (10) business days following the conclusion of the hearing. A decision of the Village Board of designated hearing officer shall be final. No further administrative appeal shall be available within the Village.

~~4. Any denial or revocation shall be made in writing, stating the specific grounds for the decision and advising the applicant of the right to appeal.~~

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 ten (10) days and after the required approval and publication according to law.

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

	AYE	NAY	ABSENT	ABSTAIN
Trustee Blunier	_____	_____	_____	_____
Trustee Cirilli	_____	_____	_____	_____
Trustee Hilliard	_____	_____	_____	_____
Trustee Leitch	_____	_____	_____	_____
Trustee Menold	_____	_____	_____	_____
Trustee Parrott	_____	_____	_____	_____
President Kaufman	_____	_____	_____	_____

Presiding Officer

Attest

Jeffrey L. Kaufman, Village President,
Village of Morton

Sam Ritthaler, Village Clerk, Village
of Morton

RESOLUTION NO. 25-26

**RESOLUTION AUTHORIZING INTERGOVERNMENTAL AGREEMENT FOR FIRE
DEPARTMENT RELATED MECHANICAL SERVICE AND REPAIR WORK ON FIRE
APPARATUS**

WHEREAS, the Fire Chief for the Morton Fire Department has informed the President and Board of Trustees for the Village of Morton that, on occasion, a fire apparatus may require repairs due to mechanical issues. To address these repairs, the Fire Chief has recommended entering into an intergovernmental agreement with the City of Peoria to perform necessary repairs and ensure that any fire apparatus in the service of the Village remains operational; and

WHEREAS, the President and Board of Trustees for the Village of Morton have determined that it would be in the best interest of the Village of Morton to enter into an intergovernmental agreement with the City of Peoria regarding repairs to any malfunctioning fire apparatus.

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 the City of Peoria, titled “Intergovernmental Agreement for Fire Department Related Mechanical Service and Repair Work on Fire Apparatus,” in the form as attached hereto is approved.
2. The President and Fire Chief are authorized and directed to execute the agreement with the City of Peoria 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, Jeffery Kaufman

ATTEST:

Village Clerk, Sam Ritthaler

**INTERGOVERNMENTAL AGREEMENT
FOR FIRE DEPARTMENT RELATED MECHANICAL SERVICE AND REPAIR WORK ON
FIRE APPARATUS**

THIS AGREEMENT is made and entered by and among the City of Peoria, an Illinois Municipal Corporation (“City”), and the Village of Morton, an Illinois Unit of Local Government, effective on the last date signed by a party hereto.

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act 5 ILCS 220/1 *et. seq.* enables the parties to enter into agreements among themselves and provide authority for intergovernmental cooperation; and

WHEREAS, the City of Peoria’s Fire Department (“PFD”) is a provider of certified and properly trained fire apparatus mechanics, “fire mechanics”,

WHEREAS, The Village of Morton and the Morton Fire Department are requiring fire department related mechanical service and repair work on their fire apparatus and

WHEREAS, from time to time, the Village of Morton may request that the PFD provide their certified fire mechanics to deliver mechanical and repair services and associated services as specified in this Agreement shall be referred to herein as “fire apparatus repair services”,

WHEREAS, the Village of Morton desires that PFD provide and PFD is willing to make available fire apparatus repair Services pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitations and in consideration of the mutual covenants and agreement hereinafter set forth, the City of Peoria and the Village of Morton agree as follows:

1. **Fire Apparatus Repair Services:** Upon request by the Village of Morton, subject to the availability of its resources and the other terms and conditions hereof, the PFD may provide Fire apparatus repair services. as referred to herein shall consist of (1) delivering the Morton fire apparatus to the City of Peoria fire garage and (2), and the rendering of such fire apparatus related repair services.
2. **Procedure.** When the Village of Morton determines that fire apparatus repair Services are necessary, it will contact the City of Peoria Fire Department with such a request for services.
3. **Communication.** The Village of Morton will notify the City of Peoria Fire Department through the appropriate channels at Peoria Fire Central or the Fire Garage located at 832 W. Hurlburt, 309-494-8709.
 - a. The Fire Garage working with the City of Peoria Fire Chief will determine the City of Peoria fire mechanics availability.

4. **Compensation.** The Village of Morton agrees to pay the City of Peoria for fire apparatus related repair services at the hourly rate of \$175 per hour for each repair performed. Further compensation will be owed to the City for the reimbursement of any associated parts for the necessary repair. Any such payment due hereunder will be payable within thirty (30) days of receipt of an invoice indicating the number of repair invoices during this time period.
5. **Annual Pump testing:** In the Fall of each calendar year, the Peoria Fire Department and its Fire Garage perform annual pump testing for its fire apparatus. PFD offers this same service to outside agencies at a rate of \$350 per pump. Coordination for annual pump testing is required by the requesting outside agency by August of each calendar, communicating with the Peoria Fire Department at 309-494-8709 or 309-494-8732.
6. **Limitation of Liability.** Notwithstanding any other provision of this Agreement or any policy or protocol of the Village of Morton, the City of Peoria fire department's obligations hereunder shall be subject to the availability of qualified fire mechanics, supplies and transportation, as determined by the PFD and in its sole discretion in light of other actual and anticipated needs for its services. In the event the PFD determines that it lacks qualified fire mechanics for requested work.
7. **Term and Termination.**
 - a. The initial term of this agreement shall be one (1) year, renewable each year on the effective date. This Agreement may be terminated without cause by either party upon thirty (30) days written notice.
 - b. This Agreement may be terminated for cause in the event of material breach by the other party and failure to cure such breach within ten (10) days of written notice specifying each breach.
 - c. In the event of termination of this Agreement, the PFD shall have no further obligation to provide fire apparatus related repair Services hereunder.
8. **Insurance.** At the time of this Agreement, the Village of Morton shall maintain general and professional liability insurance coverage in a minimum of one million dollars (\$1,000,000) per occurrence, and three million dollars (\$3,000,000) in the annual aggregate, providing coverage for the negligent acts or omissions of such party and its employees and agents. In the event such coverage is provided under a "claims made" policy, such coverage shall remain in effect (or the covered party shall procure equivalent "tail coverage") for a period of not less than five (5) years following termination of the Agreement.
9. **No Influence on Referrals.** It is not the intent of either party to this Agreement that any remuneration, benefit or privilege provided for under this Agreement shall influence or in any way be based on the referral or recommended referral by either party of the related parties to the other party or any affiliated providers, if any, or purchasing, leasing or ordering of any services other than specific services described in this Agreement. Any payments specified in this Agreement are consistent with what the parties reasonably to be fair market value for the service provided.

10. **Miscellaneous Provisions.**

- a. **Independent Contractor.** It is mutually agreed that the PFD is at all times acting as an Independent Contractor in relation to the Village of Morton. The Village of Morton shall neither have nor exercise any control or direction over the methods by which the City of Peoria Fire Department and its fire mechanics shall perform their duties arising hereunder.
- b. **Notices.** All notices, requests, demands or other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of services if served personally on the party to whom notice is to be given, or the second day after mailing if mailed to the party to whom notice is given, by first class mail, registered or certified, postage prepaid and properly addressed as follows:

If to the Village of Morton and its fire department:

If to the PFD:

Peoria Fire Department
505 N.E. Monroe
Peoria, IL 61603
Attn: Chief Shawn Sollberger

Any party may change their address for the purposes of this Section by giving the other party written notice of the new address in the manner set forth above.

- c. **Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.
- d. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, superseding all prior oral and written agreements with respect thereto, and no amendment shall be valid unless it is documents in a written instrument duly executed by the party or parties making such amendment.
- e. **No Third-Party Beneficiaries.** Nothing in this Agreement shall be construed to confer upon any person, any remedy or claim as third-party beneficiaries or otherwise.

- f. **Authority to Execute.** Each individual executing this Agreement on behalf of any entity, which is a party to this Agreement represents and warrants that her or she is duly authorized to execute and deliver this Agreement on behalf of said entity.

IN WITNESS WHEREOF, each party hereto has caused the Agreement to be executed in its name as of the date set forth below.

Morton Fire Department

By: _____

Title: _____

Date: _____

PEORIA FIRE DEPARTMENT

By: _____

Title: _____

Date: _____

VILLAGE OF MORTON
ORDINANCE 26-14

**AN ORDINANCE MAKING AMENDMENTS TO SECTION 5-5-3 OF THE MORTON
MUNICIPAL CODE REGARDING AMBULANCE RATES**

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** “5-5-3: Charge For Usage” of the Morton Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

5-5-3: Charge For Usage

- A. Payment For Services: Any person who uses emergency medical services as may be provided by the Village of Morton shall pay to the Village for said service an amount determined as set forth in this section.
- B. Definitions: The following definitions shall apply:

BLS: Basic Life Support as defined by, or may from time to time be modified by, Medicare.

ALS: Advanced Life Support as defined by, or may from time to time be modified by, Medicare.

ALS-2: Intensive Advanced Life Support as defined by, or may from time to time be amended by, Medicare.

RESIDENT: A person residing within the corporate limits of the Village of Morton.

MILEAGE: The distance traveled with a patient in an ambulance from the point of patient pickup to a hospital or other final destination.

CHARGES: Charges shall consist of the base rate and mileage.

- C. Base Rate: The base rate charge is expressed in dollars and shall be as follows:

BLS	\$600.00
ALS	\$700.00
ALS-2	\$800.00

Treatment only; no transport	\$300.00
ALS Intercept Services	\$500.00

Residents may deduct fifty dollars (\$50.00) from the applicable base rate.

- D. Standby Charges: There shall be a Standby Charge of one hundred dollars (\$100.00) per hour.
- E. Mileage: Mileage shall be charged as follows:

Ten dollars (\$10.00) per mile

- F. Should any provision of this ordinance be deemed inconsistent with the rules and regulations for ambulance-related billing as set forth by, and from time to time modified by Medicare and its carriers, Medicare's rules and regulations shall supersede this ordinance and Village staff may modify billing procedures as may be required to comply with Medicare's rules and regulations. (amd. Ord. 01-02, 5-21-01; amd. Ord. 07-30, 9-4-07; amd. Ord. 10-35, 3-7-11)

AFTER AMENDMENT

5-5-3: Charge For Usage

- A. Payment For Services: Any person who uses emergency medical services as may be provided by the Village of Morton shall pay to the Village for said service an amount determined as set forth in this section.
- B. Definitions: The following definitions shall apply:

BLS: Basic Life Support as defined by, or may from time to time be modified by, Medicare.

ALS: Advanced Life Support as defined by, or may from time to time be modified by, Medicare.

ALS-2: Intensive Advanced Life Support as defined by, or may from time to time be amended by, Medicare.

RESIDENT: A person residing within the corporate limits of the Village of Morton.

MILEAGE: The distance traveled with a patient in an ambulance from the point of patient pickup to a hospital or other final destination.

CHARGES: Charges shall consist of the base rate and mileage.

- C. Base Rate: The base rate charge is expressed in dollars and shall be as follows:

BLS	\$600.00 \$900.00
ALS	\$700.00 \$1,000.00

ALS-2	\$800.00 <u>\$1,100.00</u>
Treatment only; no transport	\$300.00 <u>\$500.00</u>
ALS Intercept Services	\$500.00 <u>\$750.00</u>
<u>Per extra person</u>	<u>\$100.00</u>
<u>BLS, ALS, and ALS-2 response outside of municipal district</u>	<u>\$1,350.00</u>

Residents may deduct fifty dollars (\$50.00) from the applicable base rate for BLS, ALS, and ALS-2 responses but not for other responses.

- D. Standby Charges: There shall be a Standby Charge of one hundred dollars (\$100.00) per hour.
- E. Mileage: Mileage shall be charged as follows:

~~Ten~~Eighteen dollars (~~\$10.00~~ \$18.00) per mile

- F. Should any provision of this ordinance be deemed inconsistent with the rules and regulations for ambulance-related billing as set forth by, and from time to time modified by Medicare and its carriers, Medicare's rules and regulations shall supersede this ordinance and Village staff may modify billing procedures as may be required to comply with Medicare's rules and regulations. (amd. Ord. 01-02, 5-21-01; amd. Ord. 07-30, 9-4-07; amd. Ord. 10-35, 3-7-11)

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 _____.

	AYE	NAY	ABSENT	ABSTAIN
Trustee Blunier	_____	_____	_____	_____
Trustee Cirilli	_____	_____	_____	_____
Trustee Hilliard	_____	_____	_____	_____
Trustee Leitch	_____	_____	_____	_____
Trustee Menold	_____	_____	_____	_____
Trustee Parrott	_____	_____	_____	_____
President Kaufman	_____	_____	_____	_____

Presiding Officer

Attest

Jeffrey L. Kaufman, Village President,
Village of Morton

Sam Ritthaler, Village Clerk, Village
of Morton

VILLAGE OF MORTON
ORDINANCE 26-15

**AN ORDINANCE MAKING AMENDMENTS TO SECTION 8-2-11 OF THE
MORTON MUNICIPAL CODE REGARDING PERIOD CHARGEABLE FOR
INCORRECTLY METERED GAS**

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** “8-2-11: Meter Reading Conclusive” of the Morton Municipal Code is hereby *amended* as follows:

B E F O R E A M E N D M E N T

8-2-11: Meter Reading Conclusive

All gas customers shall be liable for the gas consumption as shown by the meter. Waste, leakage, or other causes not the fault of the Village shall be included under said liability. The meter reading shall be conclusive, provided that:

- A. When a meter is found to have a positive average error (i.e., is fast) in excess of two percent (2%) in tests made at the request of the customer, the Village shall refund to the customer an amount equal to the excess charged for the gas incorrectly metered, for a period equal to one-half (1/2) of the time elapsed since the previous test, but not to exceed six (6) months. No portion of a customer charge will be refunded.
 - B. When a meter is found to have a negative average error (i.e., is slow) in excess of two percent (2%) in tests made at the request of the customer, the Village may make a charge to the customer for the gas incorrectly metered, for a period equal to one-half (1/2) of the time elapsed since the previous test, but not to exceed six (6) months.
 - C. When a meter is found not to have registered for any period, the Village shall estimate the charge for the gas used by averaging the amounts registered over a similar period, preceding or subsequent thereto, or over corresponding periods in previous years.
- (Ord. 96-12, 7-1-96)

A F T E R A M E N D M E N T

8-2-11: Meter Reading Conclusive

All gas customers shall be liable for the gas consumption as shown by the meter. Waste, leakage, or other causes not the fault of the Village shall be included under said liability. The meter reading shall be conclusive, provided that:

- A. When a meter is found to have a positive average error (i.e., is fast) in excess of two

percent (2%) in tests made at the request of the customer, the Village shall refund to the customer an amount equal to the excess charged for the gas incorrectly metered, for a period equal to one-half (1/2) of the time elapsed since the previous test, but not to exceed ~~six (6)~~ Eighteen (18) months. No portion of a customer charge will be refunded.

- B. When a meter is found to have a negative average error (i.e., is slow) in excess of two percent (2%) in tests made at the request of the customer, the Village may make a charge to the customer for the gas incorrectly metered, for a period equal to one-half (1/2) of the time elapsed since the previous test, but not to exceed ~~six (6)~~ Eighteen (18) months.
- C. When a meter is found not to have registered for any period, the Village shall estimate the charge for the gas used by averaging the amounts registered over a similar period, preceding or subsequent thereto, or over corresponding periods in previous years.
(Ord. 96-12, 7-1-96)

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 upon adoption and after the required approval and publication according to law.

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

	AYE	NAY	ABSENT	ABSTAIN
Trustee Blunier	_____	_____	_____	_____
Trustee Cirilli	_____	_____	_____	_____
Trustee Hilliard	_____	_____	_____	_____
Trustee Leitch	_____	_____	_____	_____
Trustee Menold	_____	_____	_____	_____
Trustee Parrott	_____	_____	_____	_____
President Kaufman	_____	_____	_____	_____

Presiding Officer

Attest

Jeffrey L. Kaufman, Village President,
Village of Morton

Sam Ritthaler, Village Clerk, Village
of Morton

VILLAGE OF MORTON
ORDINANCE 26-16

**AN ORDINANCE MAKING AMENDMENTS TO SECTION 8-1-7 OF THE MORTON
MUNICIPAL CODE TO CORRECT FINE AMOUNT**

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** “8-1-7: Excavations” of the Morton Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

8-1-7: Excavations

- A. Permit Required: It shall be unlawful to make any excavations in or tunnel under any right of way, street, alley, sidewalk, or other public way in the Village, without having first secured a permit therefor. Applications for such permit shall be made to the DPW, and shall specify the intended location and the purpose of the excavation.
- B. Fees:
 - 1. The fee for such permit on a public street or alley shall be three hundred dollars (\$300.00), or sixty dollars (\$60.00) per square yard, whichever amount is greater. (amd. Ord. 06-09, 6-5-06)
 - 2. The fee for such permit on a public sidewalk or any other public right of way is fifty dollars (\$50.00). The permittee shall be responsible for restoring the surface area removed. Restoration shall be completed within thirty (30) days.
- C. Restoration: Any excavation made in any right of way, street, alley, or other public way must be refilled in a manner approved by the DPW to the top of the original surface. Sidewalks and landscaping shall be restored to the original condition by the excavator within thirty (30) days of the issuance of the permit. In the event restoration is not completed, the Village may, at its option, restore the area and invoice the owner for the cost of same.
- D. Sewers: Sewer work shall be accomplished in accordance with Chapter 3 of this Title.
- E. Insurance, Bond Required: Each applicant for an excavation permit, for a project other than sewer work, shall provide a certificate of insurance with minimum liability as required by the Village, and shall file a bond for that project in the amount of ten thousand dollars (\$10,000.00), with security to be approved by the DPW, conditioned to indemnify the Village for any loss or damage resulting from the work undertaken in the manner in doing the same, guaranteeing the work for a period of two (2) years. (amd. Ord. 10-36, 5-2-11)
- F. Monitoring Wells: A permit to be issued by the DPW is required for a monitoring well or similar device or boring and shall at a minimum require the following:

1. A bond in the amount of ten thousand dollars (\$10,000.00) with security to be approved by the DPW, conditioned to indemnify the Village for any loss or damage resulting from the work undertaken in doing same and guaranteeing the work for a period of five (5) years.
 2. An agreement with the Village on terms and conditions approved by the DPW and corporation counsel.
 3. A certificate of insurance with minimum liability as required by Village.
 4. Payment of a minimum fee of one thousand dollars (\$1,000.00) for three (3) or less openings and an additional fee of two hundred dollars (\$200.00) for each additional opening.
 5. All work allowed by the permit shall commence within ninety (90) days of the issuance of the permit and shall be finished as soon as reasonably practical. If work is not commenced within that period, the permit will be revoked.
- G. Penalty: If work is begun before a permit is obtained, then the party digging without a permit and violating this Section for the first time shall be fined five hundred dollars (\$500.00). Every subsequent attempt to dig before a permit is obtained shall constitute a separate offense and the party continuing to dig without a proper permit shall be fined one thousand two hundred and fifty dollars (\$1,250.00) for each subsequent offense.

AFTER AMENDMENT

8-1-7: Excavations

- A. Permit Required: It shall be unlawful to make any excavations in or tunnel under any right of way, street, alley, sidewalk, or other public way in the Village, without having first secured a permit therefor. Applications for such permit shall be made to the DPW, and shall specify the intended location and the purpose of the excavation.
- B. Fees:
1. The fee for such permit on a public street or alley shall be three hundred dollars (\$300.00), or sixty dollars (\$60.00) per square yard, whichever amount is greater. (amd. Ord. 06-09, 6-5-06)
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- D. Sewers: Sewer work shall be accomplished in accordance with Chapter 3 of this Title.
- E. Insurance, Bond Required: Each applicant for an excavation permit, for a project other than sewer work, shall provide a certificate of insurance with minimum liability as required by the Village, and shall file a bond for that project in the amount of ten

thousand dollars (\$10,000.00), with security to be approved by the DPW, conditioned to indemnify the Village for any loss or damage resulting from the work undertaken in the manner in doing the same, guaranteeing the work for a period of two (2) years. (amd. Ord. 10-36, 5-2-11)

- F. Monitoring Wells: A permit to be issued by the DPW is required for a monitoring well or similar device or boring and shall at a minimum require the following:
1. A bond in the amount of ten thousand dollars (\$10,000.00) with security to be approved by the DPW, conditioned to indemnify the Village for any loss or damage resulting from the work undertaken in doing same and guaranteeing the work for a period of five (5) years.
 2. An agreement with the Village on terms and conditions approved by the DPW and corporation counsel.
 3. A certificate of insurance with minimum liability as required by Village.
 4. Payment of a minimum fee of one thousand dollars (\$1,000.00) for three (3) or less openings and an additional fee of two hundred dollars (\$200.00) for each additional opening.
 5. All work allowed by the permit shall commence within ninety (90) days of the issuance of the permit and shall be finished as soon as reasonably practical. If work is not commenced within that period, the permit will be revoked.
- G. Penalty: If work is begun before a permit is obtained, then the party digging without a permit and violating this Section for the first time shall be fined five hundred dollars (\$500.00). Every subsequent attempt to dig before a permit is obtained shall constitute a separate offense and the party continuing to dig without a proper permit shall be fined ~~seven hundred and fifty dollars (\$750.00)~~ ~~one thousand two hundred and fifty dollars (\$1,250.00)~~ for each subsequent offense.

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 ten (10) days and after the required approval and publication according to law.

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

	AYE	NAY	ABSENT	ABSTAIN
Trustee Blunier	_____	_____	_____	_____
Trustee Cirilli	_____	_____	_____	_____
Trustee Hilliard	_____	_____	_____	_____
Trustee Leitch	_____	_____	_____	_____
Trustee Menold	_____	_____	_____	_____
Trustee Parrott	_____	_____	_____	_____
President Kaufman	_____	_____	_____	_____

Presiding Officer

Attest

Jeffrey L. Kaufman, Village President,
Village of Morton

Sam Ritthaler, Village Clerk, Village
of Morton



MCGRATH
LAW OFFICE
— P.C.

ATTORNEYS
MARK MCGRATH
PAT MCGRATH

ASSOCIATE ATTORNEY
BROOKE MELVIN
SHANE RICHARDS

OF COUNSEL
MARK ROSSI

RETIRED
THOMAS E. DAVIES

**MEMORANDUM ON CORRECTING FINE FOR SUBSEQUENT EXCAVATION
WITHOUT A PERMIT**

November 13, 2025

On October 6, 2025, the Board of Trustees of the Village of Morton adopted an ordinance amending Section 8-1-7 of the Morton Municipal Code. This ordinance altered the penalties provided for excavating in the Village's right of ways, streets, sidewalks, etc. It provided that the first offense for digging without a permit would result in a \$500 fine, and that every subsequent offense would result in a \$1,250 fine. However, under 65 ILCS 5/1-2-1, the max allowable fine that a municipality can impose under state law for a civil penalty is \$750. Therefore, Section 8-1-7 needs to be revised again to lower the cost of subsequent fines from \$1,250 to \$750. The ordinance proposed attached to this memorandum corrects this issue.

RESOLUTION NO. 26-26

RESOLUTION AUTHORIZING RENEWAL OF CONTRACT FOR MOWING SERVICES

WHEREAS, the Village of Morton previously entered into a contract for mowing services with Lawns and More, LLC, that is set to expire November 30, 2025, and the President and Board of Trustees of the Village of Morton has determined that renewing this contract would be in the best interest of the Village; and

WHEREAS, said contract was awarded following compliance with the competitive bidding requirements of 65 ILCS 5/8-9, *et seq.* and the Village finds that calling for new bids would not result in a material benefit to the taxpayers, would cause unnecessary administrative expense and disruption of ongoing services, and that Lawns and More, LLC has performed the required services in a satisfactory and cost-effective manner; and

WHEREAS, the Village of Morton may waive formal bidding when it determines that competitive bidding is not in the interest of the municipality and adequate justification exists.

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

1. Formal competitive bidding is waived because the contract was originally awarded through a competitive bidding process, renewal will ensure continuity of essential municipal services without interruption upon favorable terms, and calling for new bids would not be in the best interest of the Village.
2. The contract with Lawn and More, LLC, in the form as attached hereto as “Contract for Mowing Services Village of Morton, Illinois Calendar Year 2026,” is approved.

3. The Village President and the Director of Public Works are authorized and directed to execute the contract with Lawn and More, LLC 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

CONTRACT FOR MOWING SERVICES
Village of Morton, Illinois
Calendar Year 2026

This Contract for Mowing Services ("Contract") is entered into on the last date signed by and between the **Village of Morton**, an Illinois municipal corporation, located at 120 N. Main Street, Morton, IL 61550 ("Village"), and **Lawns and More, LLC**, with its principal place of business located at 514 E. Madison Street, Morton IL ("Contractor").

WHEREAS, the Village issued a public request for bids for mowing, trimming, and litter removal of various properties and rights-of-way located within the corporate limits of the Village for the 2026 mowing season; and

WHEREAS, Contractor submitted a bid in response to the Village's request, which was accepted by the Village as the lowest responsible and responsive bid, and Contractor was awarded the work pursuant to the terms of this Contract;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties agree as follows:

1. Scope of Work. Contractor shall perform all mowing, trimming, and litter/garbage removal services for the areas identified in *Exhibit A*, attached hereto and incorporated by reference, between December 1, 2025 and November 30, 2026. All services shall be performed in accordance with the specifications set forth in the Village's bid request, including:

- a) Mowing turf to a height of 2½"–3" every 7–10 days;
- b) Line trimming in inaccessible areas;
- c) Removal of visible litter and debris;
- d) Safe, maintained equipment use;
- e) Adherence to all safety, traffic, and high-visibility gear requirements;
- f) Compliance with all applicable laws and regulations.

2. Contract Sum / Pricing. Contractor shall be paid according to the itemized amounts under the "2026" column, provided in *Exhibit A*, representing a 3% increase from the itemized bid package for each location provided in 2025. All pricing is final and based on field inspections and measurements disclosed in the bid documents. Invoices shall be submitted monthly using the Village-approved template and emailed to zdavis@morton-il.gov and ap@morton-il.gov. The Village shall make payment for approved invoices within thirty (30) calendar days of receipt, provided that the work has been completed to the Village's satisfaction. Payment may be withheld, in whole or in part, if the Village reasonably determines that work has not been performed in accordance with this Contract.

3. Independent Contractor. Contractor is an independent contractor. The Village shall not be responsible for withholding taxes or providing any benefits. Contractor is solely responsible for supervision, wages, and insurance for its personnel.

4. Subcontracting. Subcontractors are permitted provided that:

- a) Contractor performs at least 51% of the work by volume;
- b) All subcontractors are identified in the bid or approved in writing by the Village;
- c) Contractor remains fully responsible for all subcontractor performance.

5. Insurance. Certificates of insurance shall be submitted prior to beginning work. Contractor shall maintain the following coverage at its own expense, naming the Village as *Additional Insured*:

- a) **General Liability:** \$1,000,000 per occurrence / \$2,000,000 aggregate
- b) **Umbrella Coverage:** \$1,000,000
- c) **Auto Liability:** \$1,000,000
- d) **Worker's Compensation:** As required by law
- e) **Professional Liability (E&O):** \$1,000,000
- f) **Waiver of Subrogation** in favor of the Village

6. Performance and Termination. If Contractor fails to perform satisfactorily, the Village may issue a notice identifying deficiencies and requiring corrective action. If such deficiencies are not cured within **seven (7) calendar days** of notice (or within such longer period as may be specified in writing), the Village may:

- a) Terminate this Contract upon written notice;
- b) Complete or arrange for completion of the work, and deduct the cost from amounts owed to Contractor; or
- c) Pursue any other legal or equitable remedy.

7. Liability and Indemnification. Contractor shall indemnify and hold harmless the Village, its elected officials, employees, and agents from and against all claims, damages, and expenses arising out of or related to Contractor's performance, including those caused by Contractor's employees, subcontractors, or equipment.

8. Compliance with Laws. Contractor shall comply with all federal, state, and local laws, including OSHA standards, environmental laws, and traffic safety regulations. Use of herbicides shall be prohibited unless expressly authorized in writing by the Village. All applicators must be appropriately licensed.

9. Miscellaneous.

- a) **Governing Law:** This Contract shall be governed by and construed under the laws of the State of Illinois.
- b) **Venue:** Any litigation shall be brought in Tazewell County, Illinois.
- c) **Entire Agreement:** This Contract, together with its Exhibits, constitutes the full agreement between the parties.
- d) **Amendments:** Must be in writing and signed by both parties.
- e) **Notices:** Shall be delivered to the addresses listed in the opening recital section by email and first-class mail.

10. Default and Remedies. If the Contractor fails to perform any obligation under this Contract and fails to cure such default within **seven (7) calendar days** after written notice from the Village (or such longer period as the Village may specify in writing), the Village may:

- a) Terminate the Contract;
- b) Perform or cause performance of the work and deduct the costs from amounts due to Contractor; or
- c) Seek any other remedy available at law or in equity.

11. Non-Assignment. Contractor shall not assign, transfer, or subcontract any portion of this Contract without prior written consent of the Village. Any unauthorized assignment shall be null and void and grounds for immediate termination.

12. Non-Discrimination and Compliance with Laws. Contractor shall comply with all federal, state, and local laws prohibiting discrimination in employment and contracting. Contractor shall not discriminate against any individual based on race, color, religion, sex, national origin, disability, age, or other protected classification.

13. Force Majeure. Neither party shall be liable for failure to perform due to circumstances beyond their control, including natural disasters, civil unrest, acts of war, or government orders. The affected party must notify the other party as soon as reasonably possible. Obligations will be suspended during the force majeure period and resume promptly thereafter.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Contract as of the date first written above.

VILLAGE OF MORTON

By: _____

Name: Craig Loudermilk

Title: Director of Public Works

Date: _____

CONTRACTOR

Lawns & More

By: _____

Name: _____

Title: _____

Date: _____

A

Map Number	Address	Notes	Approx. SF**	Lawns & More 2025	2026
				Bid	3% Increase
1	Ossami Lake Dr	West side of Ossami Lake Dr from W Lakeland Rd to Stoneway Dr	18,443	\$ 27.00	\$27.81
2	Courtland St / Walton Ave / Highland St / Morton Ave	Starting at Parker Fabrication; north side of Courtland, north along Walton Ave, around Walmart, north up Morton Ave to E Lakeland Rd	120,555	\$ 180.00	\$185.40
3	N Main St / E Courtland St	East side of N Main St. from field entrance north past intersection to end of curb & gutter. East on Courtland St. to pavement change (north side) and to 661 Harding Rd. (south side).	78,250	\$ 117.00	\$120.51
4	220 / 300 W Courtland St	Drainage area between fire station and bus lot	12,056	\$ 18.00	\$18.54
5	Veterans Road / W Courtland St	East side of Veterans Rd north to Courtland. East on Courtland St to Fire Station (south side) and 225 W Courtland St (north side)	109,872	\$ 164.00	\$168.92
6	US 150 / W Jackson St	South side of road from Detroit Ave to Veterans Rd. North side of road before and after Veterans Rd.	219,108	\$ 270.00	\$278.10
7	Caroline St / Westshore Dr	Open field at the end of Caroline St	30,802	\$ 46.00	\$47.38
8	Jefferson St / I-74 Overpass	Areas leading up to I-74 overpass	17,324	\$ 25.00	\$25.75
9	N Main St / Harding Road	Sanitary Lift Station	8,994	\$ 15.00	\$15.45
10	N Main St / I-74 Overpass	Areas to the north, south, and between the I-74 overpass along N. Main St	7,865	\$ 25.00	\$25.75
11	N Main St / N Third Ave	N Main St at railroad tracks	14,506	\$ 21.00	\$21.63
12	N Nebraska Ave / Railroad Tracks	RR ROW at N Nebraska Ave	4,141	\$ 15.00	\$15.45

13	N Bauman Ave / W St Paul St	North side of Bauman Ave from light pole to street sign	9,182	\$	15.00	\$15.45
14	W Jackson St / Railroad Tracks	RR ROW at W Jackson St	9,221	\$	15.00	\$15.45
15	12 E Jackson St	Areas around building and adjacent to sidewalk	1,707	\$	15.00	\$15.45
16	W Jefferson St. / N Morton Ave	Areas within and around railroad property at Jefferson St / Morton Ave	15,201	\$	22.00	\$22.66
17	S Glen Ave	ROW at dead end to RR ROW	4,531	\$	15.00	\$15.45
18	Detroit Ave	Birchwood to Morton Industries (231 Detroit Ave), including railroad ROW	79,843	\$	120.00	\$123.60
19	IL Rt 98 / Birchwood St	From Gas Department Water Bath Heater lot east to Detroit Ave	125,374	\$	188.00	\$193.64
20	Erie Ave	East side of Erie Ave across from Precision Planting around cul-de-sac	8,961	\$	15.00	\$15.45
21	Flint Ave (North)	East & west side of road to dead end	13,985	\$	20.00	\$20.60
22	IL Rt 98 / Birchwood St	From 601 Flint Ave to end of curb & gutter	8,264	\$	15.00	\$15.45
23	Flint Ave (South)	West side of Flint Ave from 701 Flint to dead end	5,645	\$	15.00	\$15.45
24	S Main St	West side of Main St - from southwest corner of S Main St / E Queenwood Rd north to 1309 Main St	62,729	\$	94.00	\$96.82
25	208-216 E Hazelwood	Island along 200 Block of E Hazelwood St.	3,765	\$	15.00	\$15.45
26	S Lee St	West side of S Lee St between Birchwood and 1032 S Lee St. Both sides of flume to 301 E Edgewood St	36,273	\$	54.00	\$55.62
27	S First St	Just north of 420 S First Ave	9,981	\$	15.00	\$15.45
28	US Rt 150 / E Jackson St / Tennessee Ave	South side of E Jackson St from N Rhode Island Ave to end of curb just past Tennessee Ave. South on Tennessee Ave east and west side of road to end of curb	47,051	\$	70.00	\$72.10

29	Tennessee Ave / E Jefferson St	From 1301 Wheatfield Dr to N Tennessee / E Jefferson intersection, then south along west side of Tennessee to pavement change. Northeast side of intersection to end up curb and gutter	26,792	\$ 40.00	\$41.20
30	E Idlewood St	Drainage area along south side of E Idlewood St between Brentwood Rd and Minnesota Ave	15,112	\$ 22.00	\$22.66
31	S Fourth St / E Idlewood St	South side of road from 456 E Idlewood St west to the intersection, then south along the east side of S Fourth St to 1600 S Fourth Ave	32,706	\$ 50.00	\$51.50
32	S Fourth Ave / E Queenwood Rd	Southeast corner of S Fourth Ave and E Queenwood Rd intersection	6,703	\$ 15.00	\$15.45
33	E Queenwood Rd	South side of road from 290/292 Queenwood to Trinity Church Property.	19,876	\$ 30.00	\$30.90
34	E Queenwood Rd / Prairie Creek	North and south side of road around Prairie Creek	6,140	\$ 15.00	\$15.45
35	2625 S Fourth Ave	Sewer Treatment Plant #2 (finish mow inside of fence)	124,508	\$ 211.00	\$217.33

TOTALS (Cost per Service of All Areas)		
1315466 SQ. FT.	\$ 2,009.00	\$2,069.27
~31.2 ACRES		
Price per Sq. Ft.	\$0.00150	0.001573

2025 Cost per Acre = \$ 64.39
2026 Cost per Acre= \$ 66.32