

AGENDA
REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE VILLAGE OF MORTON, ILLINOIS
7:00 P.M.
TUESDAY, SEPTEMBER 4, 2018
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 – August 20, 2018
 - B. Approval of Bills
- VIII. CONSIDERATION OF ITEMS REMOVED FROM THE CONSENT AGENDA**
- IX. VILLAGE PRESIDENT**
- X. VILLAGE CLERK**
- XI. VILLAGE ADMINISTRATOR**
 - A. Approval of Police Union Contract.
- XII. CHIEF OF POLICE**
- XIII. CORPORATION COUNSEL**
 - A. Zoning Amendment Petition #18-06 ZA - 309 Bauman Ave.
 - B. Zoning Amendment / Special Use Petition #18-07 ZA/SP - E. Lakeland Rd. & N. Main St.
 - C. Preliminary and Final Plats - Roth's Southside Subdivision.
 - D. Ordinance 19-11 - Mobile Home Plumbing Inspection Fees.
 - E. Ordinance 19-12 - Inspection Fees for Generators.
 - F. Ordinance 19-13 - Structure Demolition Standards.
 - G. Ordinance 19-14 - Inspections - Stake Out, Footing, Foundation.
- XIV. DIRECTOR OF FIRE AND EMERGENCY SERVICES**
- XV. DIRECTOR OF PUBLIC WORKS**
 - A. Approval of 5-Year Contract extension with Phelps Uniform Company for Public Works Department Uniform Rental.
 - B. Waive Formal Bidding and Acceptance of Proposal from Stewart Spreading for Dewatering and Hauling Biosolids from Wastewater Plant #2 at a Cost of \$ 0.10 per Gallon and a \$3,000 Mobilization Fee.
 - C. Acceptance of Proposal from Hanson Professional Services Inc. for professional services for the Courtland Street Phase I Engineering Project in an amount not to exceed \$173,000.
 - D. Resolution 08-19 - Authorizing Agreement with Bailey Nichols and Morgan Nichols - Birchwood Sidewalk Proposal.
 - E. Tazewell County Zoning Board of Appeals Cases #18-39-Z and #18-46-S.
 - F. Fall 2018 Yard Waste Disposal Program.
 - G. Semi-Annual Hydrant Flushing.

XVI. PLANNING AND ZONING OFFICER

XVII. VILLAGE TRUSTEES

- A. Trustee Belsley
- B. Trustee Blunier
- C. Trustee Leman
- D. Trustee Heer
- E. Trustee Newman
- 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., AUGUST 20, 2018**

After calling the meeting to order, President Kaufman led the Pledge of Allegiance. The Clerk called the roll, with the following members present: Belsley, Heer, Leman, Newman, Parrott – 5.

PUBLIC HEARING – None.

PRESENTATIONS – President Kaufman presented an award to Morton Junior High music teacher Tim Beutel, in recognition of his participation in a group that won the International Quartet Championship from the Barbershop Harmony Society.

President Kaufman also read part of a letter from the St. Jude Kids Muddy Madness thanking the Village for their support. This year's event raised \$67,000 for St. Jude and has raised over \$425,000 over the all the years the event has been held.

PUBLIC COMMENT – None.

CONSENT AGENDA

- A. Approval of Minutes.
 - 1. Regular Meeting – August 6, 2018
- B. Approval of Bills

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

Yes: Belsley, Heer, Leman, Newman, Parrott – 5.
No: None.
Absent: Blunier – 1.

VILLAGE CLERK

Clerk Ritthaler reminded the board and public that the next regular meeting will be held on Tuesday, September 4 because of Labor Day.

CHIEF OF POLICE

Chief Hilliard went over the request for street closures for the Pumpkin Festival. He noted that the department had approved the closures that were requested. President Kaufman also reminded everyone of the Pumpkin Boat Races that will be held at Kennel Lake on Saturday, September 8.

DIRECTOR OF PUBLIC WORKS

DPW Loudermilk presented Resolution 06-19, a resolution authorizing a Peoria-Pekin Urbanized Area Transportation Study funding agreement. He noted that this is in the amount of \$6,139 for Fiscal Year '19. Trustee Heer moved to approve. Motion was seconded by Trustee Parrott and approved with the following roll call vote:

Yes: Belsley, Heer, Leman, Newman, Parrott – 5.
No: None.
Absent: Blunier – 1.

DPW Loudermilk then presented Resolution 07-19, a resolution authorizing collateral assignment, subordination, nondisturbance, and attornment agreement and lease estoppel for the Third St. cell tower. Attorney McGrath noted that this is from the developer of the cell tower and is implementation of final financing. Trustee Heer moved to approve. Motion was seconded by Trustee Leman and approved with the following roll call vote:

Yes: Belsley, Heer, Leman, Newman, Parrott – 5.

No: None.

Absent: Blunier – 1.

DPW Loudermilk then presented Ordinance 19-10, an ordinance amending Title 10 of the Municipal Code for the purpose of regulating the connection to Village utility services and construction of accessory uses in MH mobile home districts within the Village. He noted that he has been working on this for some time and it addresses some concerns about floodplains and making sure the permit process is in place to enforce the floodplain ordinance. Trustee Heer moved to approve. Motion was seconded by Trustee Parrott and approved with the following roll call vote:

Yes: Belsley, Heer, Leman, Newman, Parrott – 5.

No: None.

Absent: Blunier – 1.

VILLAGE TRUSTEES

BELSLEY – Trustee Belsley gave a brief update and overview of the work the Morton Tourism Association does, and introduced Sharyl Nuske of the organization, who gave a presentation on all the activities and events that the organization is involved with. She also announced that they will soon be changing their name to ‘PLaCE’ (Pumpkin Land Community Events).

HEER – Trustee Heer reminded the public that school is back in session and to be safe and aware when driving, as there are many more children and pedestrians during commuting times.

LEMAN – Nothing to report.

NEWMAN – Nothing to report.

PARROTT – Nothing to report.

ADJOURNMENT

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

ATTEST:

PRESIDENT

VILLAGE CLERK

AGENDA
PLAN COMMISSION OF THE VILLAGE OF MORTON, ILLINOIS
7:00 P.M.
MONDAY, AUGUST 27, 2018
FREEDOM HALL, 349 W. BIRCHWOOD, MORTON, ILLINOIS

I. Call to Order / Roll Call

II. Approval of Minutes

Regular Meeting – July 23, 2018

III. Public Hearing(s):

Petition No. 18-06 ZA: Subject property is located at 309 N. Bauman Ave; zoned B-2. A petition has been filed by Connie Croegaert requesting a zoning change from B-2 to R2.

Staff Comment: The property has been used as R-2 for approximately 60 years. The majority of the surrounding properties are zoned R-3. Nothing will change from what you see today. This will help the owners going forward, because in case the property happened to be destroyed, they would not be allowed to rebuild under the current zoning.

Petition No. 18-07 ZA/SP: Subject property is located at E. Lakeland Rd. and N. Main St. Morton, IL A petition has been filed by Geoff Fallon (Authorized Agent of Bungalow Solar, LLC), Steven A. Belser and Kimberly S. Belser requesting a zoning change from R-S to I-2 with a Special Use to be used as a Commercial/Large Scale Solar Farm.

Staff Comment: Along North Main Street is not what the Village believes would be the best use of this property. It will surely have a negative effect on the area around this site.

IV. Other Business:

Preliminary Plat of “ROTH’S SOUTHSIDE SUBDIVISION”

Final Plat of “ROTH’S SOUTHSIDE SUBDIVISION”

V. Roger Spangler:

VI. Adjourn

Please notify the Zoning Office if you are unable to attend the PC meeting.

MORTON PLAN COMMISSION
MINUTES-AUGUST 27, 2018

The Plan Commission met on Monday, August 27, 2018, at the Freedom Hall, at 7:00 P.M., Chairman Ferrill presiding. Present: Ferrill, Ritterbusch, Smock, DeWeese, Keach, Zobrist, and Westlake. Absent: Knepp and Fick. Also in attendance: Planning and Zoning Officer Roger Spangler and Attorney Pat McGrath.

Keach made a motion to approve the minutes of the July 23, 2018 meeting. Zobrist seconded them. With a voice roll call, they were unanimously approved.

Public Hearing(s):

Petition No. 18-06 ZA: Subject property is located at 309 N. Bauman Ave; zoned B-2. A petition has been filed by Connie Croegaert requesting a zoning change from B-2 to R-2. Joe Croegaert spoke on behalf of the petitioner. Mr. Croegaert explained that there has not been a business located at this residence in over 30 years. Mr. Croegaert also explained that the area around them is residential. There was little discussion among the board and no comments from the public. A motion to approve was made by Zobrist. A second to approve was made by Westlake, followed by a vote to approve.

| | | | |
|----------|-----|-------------|-----|
| DeWeese | Yes | Ritterbusch | Yes |
| Zobrist | Yes | Ferrill | Yes |
| Smock | Yes | Keach | Yes |
| Westlake | Yes | | |

Petition No. 18-06 ZA: Approved

Petition No. 18-07 ZA/SP: The Petitioner has asked for a stay on this petition in order to review the data. A motion to table this petition was made by Ritterbusch. A second to table was made by DeWeese followed by a vote to table.

| | | | |
|----------|-----|-------------|-----|
| DeWeese | Yes | Ritterbusch | Yes |
| Zobrist | Yes | Ferrill | Yes |
| Smock | Yes | Keach | Yes |
| Westlake | Yes | | |

Vote to table Petition 18-07 ZA / SP: Approved

Other Business:

Preliminary/Final Plats: Planning and Zoning Officer Spangler brought the Preliminary and Final Plat of "ROTH'S SOUTHSIDE SUBDIVISION" before the Plan Commission. A brief description was given that the property was rezoned at last month's meeting. A motion to

approve the "ROTH'S SOUTHSIDE SUBDIVISION" Preliminary and Final Plats was made by Smock. A second to approve was made by Zobrist. This was followed by a voice roll call vote and was unanimously approved.

Roger Spangler: Planning and Zoning Officer Spangler had nothing more to report.

With no further business, Keach made a motion to adjourn; seconded by Ritterbusch, followed by a unanimous voice vote. The next regular meeting for the Plan Commission will be held on Monday, September 24, 2018 at 7:00 P.M.

PETITION FOR ZONING AMENDMENT / SPECIAL USE PERMIT

Petition Number 18-062A Date 7-23-18

1. Legal Description: Section 17
T25N-R3W Zeiler estate Subdivision, Lot 3

Street Address: 309 N. Bauman Ave.

2. Area of subject property: _____ sq.ft. or _____ Ac.

3. Present land use: Residential but zoned Business

Proposed land use or special use: Residential

Requested zoning change: from B2 District to R2 District

4. Surrounding zoning districts: North b-2/B-3 East B-3 South R-3 West R-3

5. Subject property is owned by:

Name: Connie Croegaert

Address: 309 N. Bauman Ave.
Morton, Illinois 61550

(If subject property is owned by a trustee, a written statement must be furnished by the trustee, disclosing the names of all beneficial owners. A change in any of the beneficial owners during the amendment/special use process must be disclosed immediately.)

6. List names and addresses of all property owners in the petition area (within 250 feet of the area affected by this petition):

see attached

7. A statement is attached hereto, indicating why, in our opinion, the amendment or special use requested is necessary for the preservation and enjoyment of substantial property rights, and why such amendment or special use will not be detrimental to the public welfare, nor the property of other persons located in the vicinity thereof.

8. Additional exhibits submitted by the petitioner:

Copy of zoning map and site layout for the property

9. Petitioners' Signature:

Name (printed)

Address (printed)

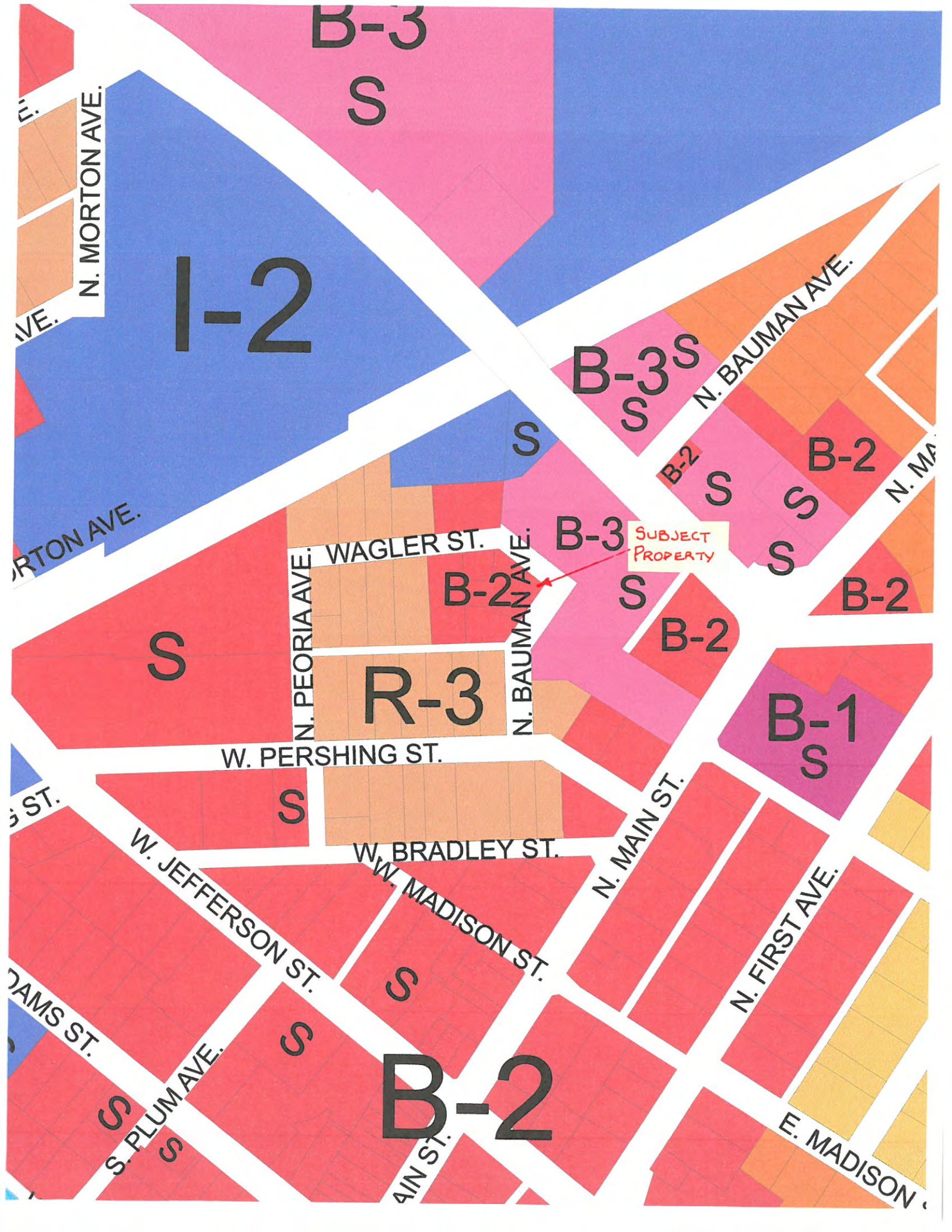
Signature

Connie Croegaert 309 N. Bauman Ave. Connie Croegaert

At one time, my father and grandfather, had a business on this property. They are deceased so there is no reason for the property to remain as business. It has been residential for about the last 40 years. We think it would be to our advantage to have it zoned as residential.

Thank-you for your time,

Connie Cregan



I-2

B-3
S

B-3
S

B-2

B-3

SUBJECT
PROPERTY

B-2

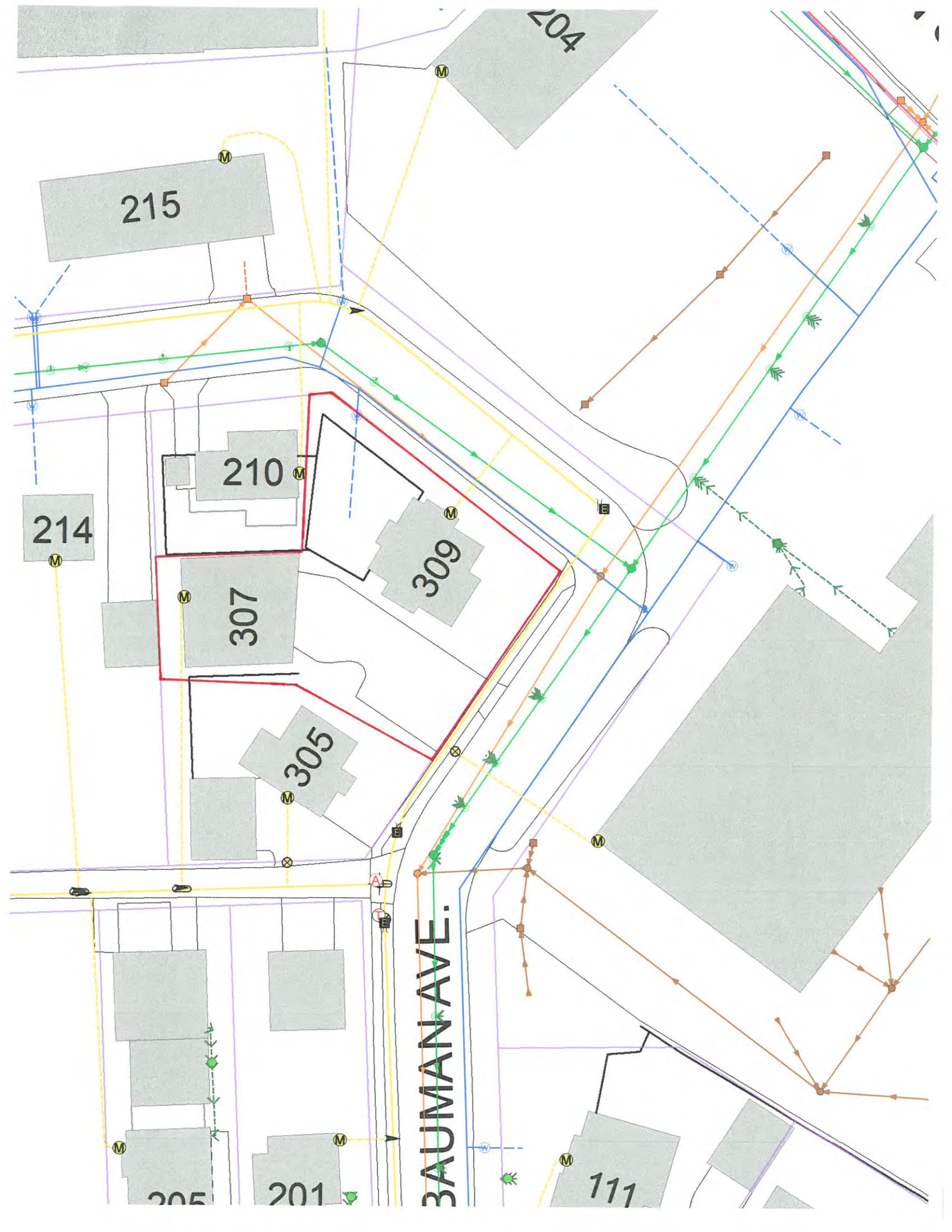
B-2

B-2

R-3

B-1
S

B-2



| | Name | Address 1 | City | State | Zip | Street | Apt |
|----|---|------------------------------|-------------------|---------------|-----------------------|-------------------|-----|
| PO | HERR PROPERTY MANAGEMENT | 2672 SE WINDERMERE DR | TREMONT | IL | 61568-9764 | 305 N BAUMAN AVE | |
| | FLEMING, CORTNEY | 305 N BAUMAN AVE | MORTON | IL | 61550-1805 | 305 N BAUMAN AVE | |
| PO | CROEGAERT, CONNIE | 309 N BAUMAN AVE | MORTON | IL | 61550-1805 | 307 N BAUMAN AVE | |
| | LOERCHER, TIFFANY L | 307 N BAUMAN AVE | MORTON | IL | 61550-1805 | 307 N BAUMAN AVE | |
| | CROEGAERT, CONNIE | 309 N BAUMAN AVE | MORTON | IL | 61550-1805 | 309 N BAUMAN AVE | |
| | LIGHTHOUSE AUTOMOTIVE | 100 W JACKSON ST | MORTON | IL | 61550-1664 | 100 W JACKSON ST | |
| | LIGHTHOUSE AUTOMOTIVE | 100 W JACKSON ST | MORTON | IL | 61550-1664 | 204 W JACKSON ST | |
| PO | KAMCOR INC | 220 W JACKSON ST | MORTON | IL | 61550-1551 | 210 W JACKSON ST | |
| | ALLTRUST FINANCIAL MGT | 210 W JACKSON ST | MORTON | IL | 61550-1551 | 210 W JACKSON ST | |
| | IRON-A-WAY LLC | 220 W JACKSON ST | MORTON | IL | 61550-1588 | 220 W JACKSON ST | |
| | MONROE, BRADLEY V | 301 N MAIN ST | MORTON | IL | 61550-2027 | 301 N MAIN ST | |
| | MORTON FAMILY DENTISTRY | 217 MARKET ST | GALVA | IL | 61434-1766 | 313 N MAIN ST | |
| | MACS CONVENIENCE STORES #0161 | 319 N MAIN ST | MORTON | IL | 61550 | 319 N MAIN ST | |
| | MILLER, ERIN | 315 N PEORIA AVE | MORTON | IL | 61550-1833 | 315 N PEORIA AVE | |
| | LEATHERS, KEITH | 105 W PERSHING ST | MORTON | IL | 61550-1835 | 105 W PERSHING ST | |
| | HOLLEY, DON | 2000 N DECHMAN AVE | PEORIA | IL | 61603-6412 | 111 W PERSHING ST | |
| | LEATHERS-KIRBY, LISA | 201 W PERSHING ST | MORTON | IL | 61550-1837 | 201 W PERSHING ST | |
| | STAKER, REBECCA A | 205 W PERSHING ST | MORTON | IL | 61550-1837 | 205 W PERSHING ST | |
| | OWEN, CASSANDRA & CARL | 211 W PERSHING ST | MORTON | IL | 61550-1837 | 211 W PERSHING ST | |
| | RISINGER, ESTELLE | 215 W PERSHING ST | MORTON | IL | 61550-1837 | 215 W PERSHING ST | |
| PO | STEFFEN, SCOTT | 23 MAPLE RIDGE DR | MORTON | IL | 61550-1153 | 219 W PERSHING ST | |
| | ROCKE, GALEN | 219 W PERSHING ST | MORTON | IL | 61550-1837 | 219 W PERSHING ST | |
| | BREKKE, ANGIE | 223 W PERSHING ST | MORTON | IL | 61550-3504 | 223 W PERSHING ST | |
| | HOWLET, TYLER | 210 W WAGLER ST | MORTON | IL | 61550-1844 | 210 W WAGLER ST | |
| | ZEILER, RICHARD | 801 HICKORY CREEK CT | METAMORA | IL | 61548-9088 | 214 W WAGLER ST | |
| | BRACKENSICK, CAROL | 215 W WAGLER ST | MORTON | IL | 61550-1843 | 215 W WAGLER ST | |
| | MALLINSON, KEN | 218 W WAGLER ST | MORTON | IL | 61550-1844 | 218 W WAGLER ST | |
| PO | LEATHERS, KEITH & SHARON | 105 W PERSHING ST | MORTON | IL | 61550-1835 | 219 W WAGLER ST | |
| | BOLANDER, CAROL G | 219 W WAGLER ST | MORTON | IL | 61550-1843 | 219 W WAGLER ST | |
| PO | LEATHERS, KEITH & SHARON | 105 W PERSHING ST | MORTON | IL | 61550-1835 | 221 W WAGLER ST | |
| | AKERS III, WILLIAM A | 221 W WAGLER ST | MORTON | IL | 61550-1843 | 221 W WAGLER ST | |
| | COPELAND, KEVIN | 223 W WAGLER ST | MORTON | IL | 61550-1843 | 223 W WAGLER ST | |
| | WILLIAMS, KIMBERLY | 415 W EXCHANGE ST | DANVERS | IL | 61732-9265 | 224 W WAGLER ST | |
| | SLOAT, THOMAS | 227 W WAGLER ST | MORTON | IL | 61550-1843 | 227 W WAGLER ST | |
| | AGHAEI, TRACY | 230 W WAGLER ST | MORTON | IL | 61550-1844 | 230 W WAGLER ST | |
| | WETTERHUS, TIMOTHY | 231 W WAGLER ST | MORTON | IL | 61550-1843 | 231 W WAGLER ST | |
| | AGHAEI, TRACY | 230 W WAGLER ST | MORTON | IL | 61550-1844 | 232 W WAGLER ST | |

PETITION FOR ZONING AMENDMENT / SPECIAL USE PERMITPetition Number 18-07 ZA / SP Date August 6, 2018

1. Legal Description:
- Please see attached legal description.

Street Address: E. Lakeland Rd and N. Main St, Morton, Illinois

2. Area of subject property: _____ sq. ft. or
- 73 acres
- Ac.

3. Present land use:
- Rural unimproved land

Proposed land use or special use: Zoning Amendment and Special Use for Solar FarmRequested zoning change: from RS Residential Suburban District and
Planned Residential Development District District to I-2 General Industrial District District

4. Surrounding zoning districts: North
- RS
- East
- N/A
- South
- I-2
- West
- B3, I-1 & I-2

5. Subject property is owned by:

Name: Steven A. Belser and Kimberly S. BelserAddress: 58 Sapphire Pt, Morton, IL 61550

(If subject property is owned by a trustee, a written statement must be furnished by the trustee, disclosing the names of all beneficial owners. A change in any of the beneficial owners during the amendment/special use process must be disclosed immediately.)

6. List names and addresses of all property owners in the petition area (within 250 feet of the area affected by this petition):
-
- Please see attached list.

7. A statement is attached hereto, indicating why, in our opinion, the amendment or special use requested is necessary for the preservation and enjoyment of substantial property rights, and why such amendment or special use will not be detrimental to the public welfare, nor the property of other persons located in the vicinity thereof.

8. Additional exhibits submitted by the petitioner:

Please see attached exhibits.

9. Petitioners' Signature

Name (printed)

Address (printed)

Geoff Fallon5310 S Alston AveAuthorized Agent of Bungalow Solar, LLCBuilding 300Steven BelserDurham, NC 27713Kimberly Belser

DocuSigned by: Signature

Geoff Fallon

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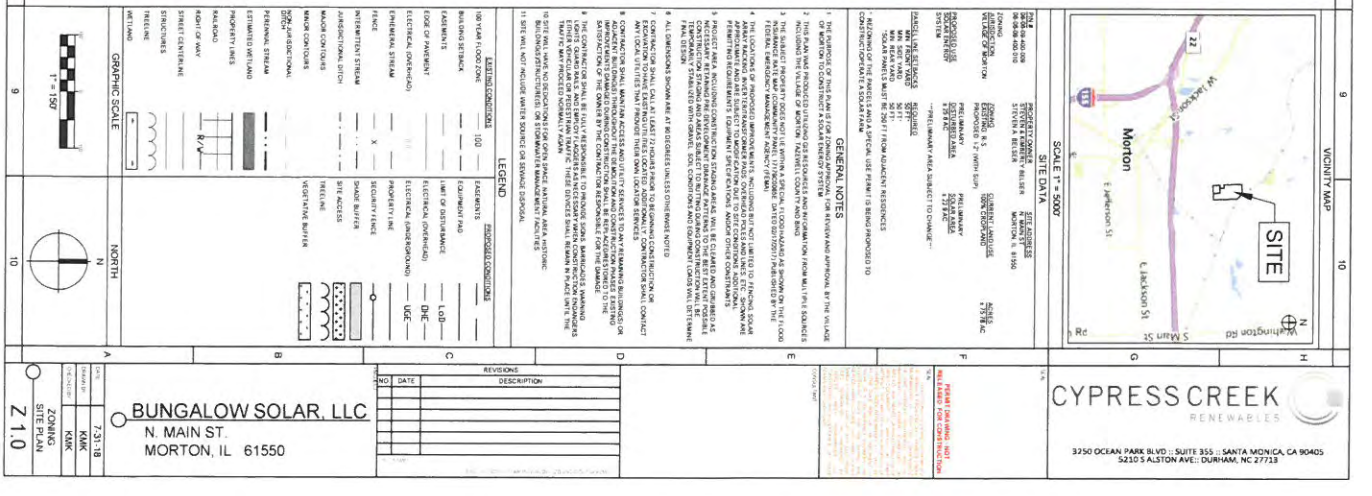
8/2/2018

DocuSigned by:

Steven Belser8/7/2018

D49550FFB60443A...

Kimberly Belser8/7/2018



Bungalow Solar, LLC
Property Owners within 250 Feet

1. Matthew Weng
2200 N Main St
Morton, IL 61550
2. Kenneth & Steve Aupperle
190 E Washington St
Morton, IL 61550
3. Larry Heiniger
923 Madison St
Morton, IL 61550
4. Steven & Kimberly Belser
58 Sapphire Pt
Morton, IL 61550
5. Douglas Ackerman
301 Circle Shore Dr
Washington, IL 61571
6. Par-Ko Enterprises, Inc.
501 W Courtland St
Morton, IL 61550
7. Quality Trailer Sales Inc.
1601 E 1st St
Milan, IL 61264
8. Lakeland Land Development LLC
520 E Highland St
Morton, IL 61550
9. Cullinan Properties LTD
N Main St
Morton, IL 615520
10. Keystone-Morton Properties LLC
2402 S 18th St
Charleston, IL 61920
11. Zeller Brothers LLC
Attn: John Zeller
PO Box 261
Morton, IL 61550

PRELIMINARY PLAT OF "ROTH'S SOUTHSIDE SUBDIVISION"

PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 25 NORTH, RANGE 3 WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS.



LEGEND

- PROPOSED SUBDIVISION AND LOT LINES
- ADJACENT PROPERTY LINE
- - - EASEMENT LINE
- - - BUILDING SETBACK LINE
- - - RIGHT OF WAY LINE
- FOUND IRON ROD / PIPE / REBAR / RR SPIKE
- ⊠ FOUND RIGHT OF WAY MONUMENT
- SET 1/2" X 24" IRON ROD
- MEASURED BEARING & DISTANCE
- RECORD DISTANCE
- UTILITY POLE
- TELEPHONE PEDESTAL
- SOIL BORING
- NOT TO SCALE
- POINT OF BEGINNING

500°37'34"E 228.00'
(2627.57')

SB-1

P.O.B.

NOTES:

BEARINGS BASED ON THE ILLINOIS STATE PLANE COORDINATE, WEST ZONE, NAD83, 2011 ADJUSTMENT.

PROPERTY SUBDIVIDED IS PART OF P.I.N. 06-06-30-400-006.

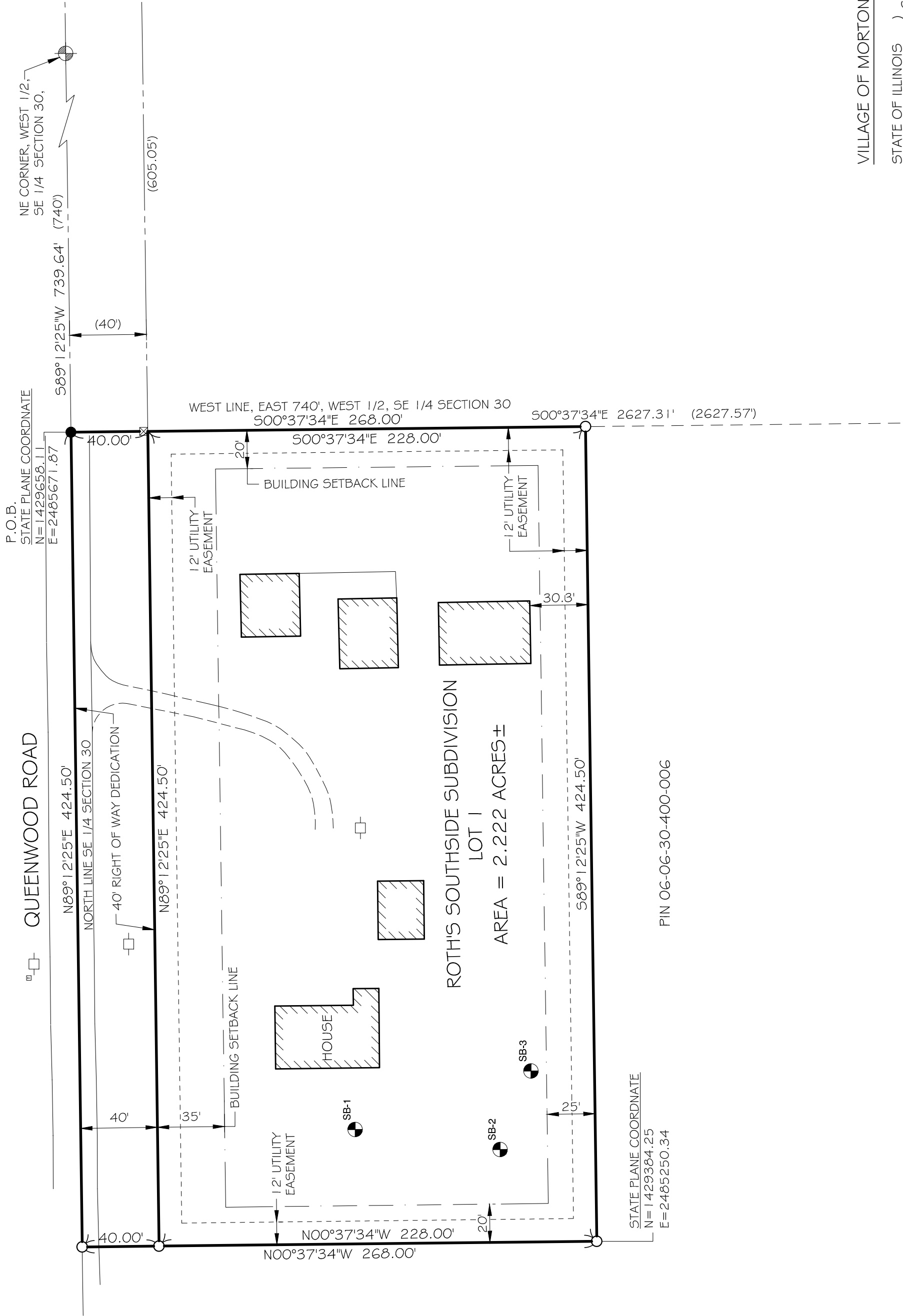
TOTAL AREA SUBDIVIDED = 2.612 ACRES± OF WHICH 0.390 ACRES± IS BEING DEDICATED AS PUBLIC RIGHT OF WAY.

PROPERTY SHOWN HEREON IS ZONED R-1 RESIDENTIAL.

THE PROPERTY SHOWN HEREON IS LOCATED IN ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS PER FLOOD INSURANCE RATE MAP NO. 17179C0203E, COMMUNITY PANEL NO. 170652 0203 E, EFFECTIVE DATE FEBRUARY 17, 2017.

OWNERS: DOUG ROTH
1400 PARKSIDE DRIVE, #147
MORTON, IL 61550

DEVELOPER: DOUG ROTH



PIN 06-06-30-400-006

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS) 55
COUNTY OF PEORIA)

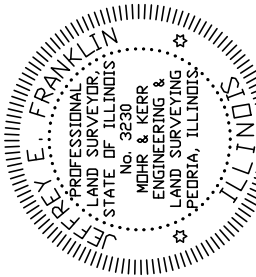
WE, MOHR AND KERR ENGINEERING AND LAND SURVEYING P.C. DO HEREBY STATE THAT WE HAVE PREPARED A PRELIMINARY PLAT OF "ROTH'S SOUTHSIDE SUBDIVISION" BEING PART OF THE WEST HALF OF SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 25 NORTH, RANGE 3 WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS. WE FURTHER STATE THAT TO THE BEST OF OUR KNOWLEDGE AND BELIEF THE PRELIMINARY PLAT IS CORRECT AS SHOWN AND DRAWN TO A SCALE OF 1 INCH = 50 FEET.

WE FURTHER STATE THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

DATED THIS 27th DAY OF JUNE, 2018.

MOHR & KERR ENGINEERING AND LAND SURVEYING, P.C.

JEFFREY E. FRANKLIN
ILLINOIS REGISTERED PROFESSIONAL LAND SURVEYOR #035-3230
MOHR & KERR ENGINEERING & LAND SURVEYING, P.C.
5901 N. PROSPECT RD., SUITE 6B, PEORIA, IL 61614
PHONE: (309)692-6500, WEB SITE: WWW.MOHRANDKERR.COM
JEFRANKLIN@MOHRANDKERR.COM



LICENSE EXPIRES NOVEMBER 30, 2018

VILLAGE OF MORTON PLANNING DIRECTOR'S CERTIFICATE

STATE OF ILLINOIS) 55
COUNTY OF TAZEWELL)

IT IS HEREBY CERTIFIED THAT THIS PRELIMINARY PLAT OF "ROTH'S SOUTHSIDE SUBDIVISION" WAS APPROVED BY THE VILLAGE OF MORTON, ILLINOIS, PLAN COMMISSION, AT ITS REGULARLY SCHEDULED MEETING HELD ON THE ____ DAY OF ____, 2018.

PLAN DIRECTOR _____ CHAIRMAN _____

VILLAGE OF MORTON CLERK'S CERTIFICATE

STATE OF ILLINOIS) 55
COUNTY OF TAZEWELL)

I HEREBY CERTIFY THAT THE PRELIMINARY PLAT OF "ROTH'S SOUTHSIDE SUBDIVISION" WAS APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MORTON, ILLINOIS, AT ITS REGULARLY SCHEDULED MEETING HELD ON THE ____ DAY OF ____, 2018.

VILLAGE CLERK _____

PRELIMINARY PLAT OF
"ROTH'S SOUTHSIDE SUBDIVISION"

| | | | | | | | | |
|---|--|------|-----------|-----------------|---------------|-------|---------|----------|
| | MOHR & KERR ENGINEERING & LAND SURVEYING, P.C. 5901 N. Prospect Road, Suite 6B Peoria, Illinois 61614 www.mohrandkerr.com | | | | CLIENT: | | | |
| | REV. | DATE | FILE NAME | 18-218 ROTH DWG | CHECKED | SCALE | DATE | 06-27-18 |
| | MDP | JEF | MMW | 1" = 50' | SURVEYED | DRAWN | CHECKED | DATE |
| PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 25 NORTH, RANGE 3 WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS. | | | | | DOUG ROTH | | | |
| PROJECT NO. 18-218 | | | | | SHEET 1 OF 1 | | | |
| | | | | | DRAWING NO. 1 | | | |

FINAL PLAT OF "ROTH'S SOUTHSIDE SUBDIVISION"

PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 25 NORTH, RANGE 3 WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS.

QUEENWOOD ROAD

N89°12'25"E 424.50'

NORTH LINE SE 1/4 SECTION 30

40' RIGHT OF WAY DEDICATION

N89°12'25"E 424.50'

BUILDING SETBACK LINE

12' UTILITY EASEMENT

ROTH'S SOUTHSIDE SUBDIVISION
LOT 1

AREA = 2.222 ACRES±

12' UTILITY EASEMENT

BUILDING SETBACK LINE

WEST LINE, EAST 740', WEST 1/2, SE 1/4 SECTION 30
500°37'34"E 268.00'

500°37'34"E 228.00'

12' UTILITY EASEMENT

S89°12'25"W 424.50'

STATE PLANE COORDINATE
N=1429384.25
E=2485250.34

PIN 06-06-30-400-006

VILLAGE OF MORTON PLANNING DIRECTOR'S CERTIFICATE

STATE OF ILLINOIS) SS
COUNTY OF TAZEWELL)

IT IS HEREBY CERTIFIED THAT THIS FINAL PLAT OF "ROTH'S SOUTHSIDE SUBDIVISION" WAS APPROVED BY THE VILLAGE OF MORTON, ILLINOIS, PLAN COMMISSION, AT ITS REGULARLY SCHEDULED MEETING HELD ON THE _____ DAY OF _____, 2018.

PLAN DIRECTOR

CHAIRMAN

VILLAGE OF MORTON CLERK'S CERTIFICATE

STATE OF ILLINOIS) SS
COUNTY OF TAZEWELL)

I HEREBY CERTIFY THAT THE FINAL PLAT OF "ROTH'S SOUTHSIDE SUBDIVISION" WAS APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MORTON, ILLINOIS, AT ITS REGULARLY SCHEDULED MEETING HELD ON THE _____ DAY OF _____, 2018.

VILLAGE CLERK

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS) SS
COUNTY OF PEORIA)

WE, MOHR AND KERR ENGINEERING AND LAND SURVEYING P.C. DO HEREBY STATE THAT WE HAVE PREPARED A FINAL PLAT OF "ROTH'S SOUTHSIDE SUBDIVISION" BEING PART OF THE WEST HALF OF SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 25 NORTH, RANGE 3 WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS, WE FURTHER STATE THAT TO THE BEST OF OUR KNOWLEDGE AND BELIEF THE PRELIMINARY PLAT IS CORRECT AS SHOWN AND DRAWN TO A SCALE OF 1 INCH = 50 FEET.

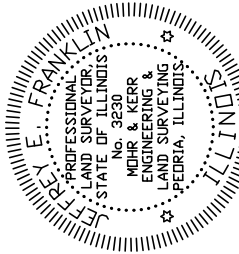
WE FURTHER STATE THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

DATED THIS 27th DAY OF JUNE, 2018.

MOHR & KERR ENGINEERING AND LAND SURVEYING, P.C.

JEFFREY E. FRANKLIN
ILLINOIS REGISTERED PROFESSIONAL LAND SURVEYOR #035-3230
MOHR & KERR ENGINEERING & LAND SURVEYING, P.C.
5901 N. PROSPECT RD., SUITE CB, PEORIA, IL 61614
PHONE: (309)692-8500, WEB SITE: WWW.MOHRANDKERR.COM
JEFRANKLIN@MOHRANDKERR.COM

LICENSE EXPIRES NOVEMBER 30, 2018



MOHR & KERR ENGINEERING & LAND SURVEYING, P.C.
Office: (309) 692-8500
Suite 6B
Peoria, Illinois 61614
www.mohrandkerr.com
Professional Design Firm #184.005091

| | | |
|--------|----------|--------------|
| REV. | DATE | FILE NAME |
| 18-218 | ROTH.dwg | Jun 27, 2018 |

| | | | | |
|----------|-------|----------|----------|------|
| SURVEYED | DRAWN | CHECKED | SCALE | DATE |
| JEF | MMW | 1" = 50' | 06-27-18 | |

NOTARY PUBLIC

DOUG ROTH

CLIENT:

| | | | | |
|-----|-----|-----|----------|----------|
| MDP | JEF | MMW | 1" = 50' | 06-27-18 |
|-----|-----|-----|----------|----------|

"ROTH'S SOUTHSIDE SUBDIVISION"

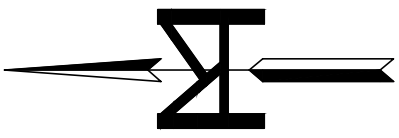
PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 25 NORTH, RANGE 3 WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS.

| | |
|--------------|--------|
| PROJECT NO. | 18-218 |
| SHEET 1 OF 1 | |
| DRAWING NO. | 1 |

LEGEND

- PROPOSED SUBDIVISION AND LOT LINES
- ADJACENT PROPERTY LINE
- EASEMENT LINE
- BUILDING SETBACK LINE
- RIGHT OF WAY LINE
- FOUND IRON ROD / PIPE / REBAR / RR SPIKE
- FOUND RIGHT OF WAY MONUMENT
- SET 1/2" X 24" IRON ROD
- MEASURED BEARING & DISTANCE
- RECORD DISTANCE
- NOT TO SCALE
- POINT OF BEGINNING

N

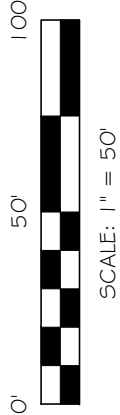


NE CORNER, WEST 1/2, SE 1/4 SECTION 30,
739.64' (740')

589°12'25"W 739.64' (740')

40'

(605.05')



500°37'34"E 228.00'

(2627.57')

P.O.B.

NOTES:

PROPERTY BEING SUBDIVIDED IS PART OF P.I.N. 06-06-30-400-006.

TOTAL AREA SUBDIVIDED 2.612 ACRES±, OF WHICH 0.390 ACRES± IS BEING DEDICATED AS PUBLIC ROAD RIGHT OF WAY.

BEARINGS BASED ON THE ILLINOIS STATE PLANE COORDINATE, WEST ZONE, NAD83, 2011 ADJUSTMENT.

PROPERTY SHOWN HEREON IS ZONED R-1 RESIDENTIAL.

PROPERTY SHOWN HEREON IS LOCATED IN ZONE X. AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS PER INSURANCE RATE MAP NO. 17179C0203E, COMMUNITY PANEL NO. 170652 0203 E, EFFECTIVE DATE FEBRUARY 17, 2017.

BUILDING SETBACK LINES ARE PER VILLAGE OF MORTON ZONING ORDINANCE FOR R-1 RESIDENTIAL ZONING. FOR ADDITIONAL RESTRICTIONS, CONTACT THE VILLAGE OF MORTON PLANNING AND ZONING DEPARTMENT.

IT IS NOT WARRANTED THAT THIS SUBDIVISION PLAT CONTAINS COMPLETE INFORMATION REGARDING EASEMENTS, RESERVATIONS, RESTRICTIONS, RIGHT-OF-WAY, BUILDING SETBACK LINES AND OTHER ENCUMBRANCES, FOR COMPLETE INFORMATION, A TITLE OPINION OR OTHER COMMITMENT FOR TITLE INSURANCE SHOULD BE OBTAINED.

DESCRIPTION "ROTH'S SOUTHSIDE SUBDIVISION"

PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 25 NORTH, RANGE 3 WEST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF MORTON, TAZEWELL COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 30, THENCE SOUTH 89 DEGREES 12 MINUTES 25 SECONDS WEST, (BEARINGS BASED ON THE ILLINOIS STATE PLANE COORDINATE, WEST ZONE, NAD83, 2011 ADJUSTMENT), ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 739.64 FEET TO THE POINT OF BEGINNING OF THE SUBDIVISION TO BE DESCRIBED: FROM THE POINT OF BEGINNING, THENCE SOUTH 00 DEGREES 37 MINUTES 34 SECONDS EAST, A DISTANCE OF 268.00 FEET; THENCE SOUTH 89 DEGREES 12 MINUTES 25 SECONDS WEST, A DISTANCE OF 424.50 FEET; THENCE NORTH 00 DEGREES 37 MINUTES 34 SECONDS WEST, A DISTANCE OF 268.00 FEET TO THE NORTH LINE OF SAID SOUTHEAST QUARTER; THENCE NORTH 89 DEGREES 12 MINUTES 25 SECONDS EAST, ALONG SAID NORTH LINE, A DISTANCE OF 424.50 FEET TO THE POINT OF BEGINNING, CONTAINING 2.612 ACRES MORE OR LESS, SUBJECT TO ANY EASEMENTS, RESERVATIONS, RESTRICTIONS OR RIGHT OF WAY OF RECORD.

OWNERS CERTIFICATE

STATE OF ILLINOIS) SS
COUNTY OF TAZEWELL)

DECLARATION AND DEDICATION OF "ROTH'S SOUTHSIDE SUBDIVISION" TO THE VILLAGE OF MORTON, TAZEWELL COUNTY ILLINOIS.

I/WE _____ OWNER/OWNERS

DO HEREBY CERTIFY THAT HETHEY ARE THE OWNER(S) OF THE LAND SHOWN ON THE ACCOMPANYING PLAT, AND DOES HEREBY CERTIFY THAT HETHEY HAVE CAUSED THE SURVEY AND SUBDIVISION THEREOF TO BE MADE AS SHOWN ON THE ACCOMPANYING PLAT TO BE KNOWN AS "ROTH'S SOUTHSIDE SUBDIVISION" IN THE VILLAGE OF MORTON, TAZEWELL COUNTY, ILLINOIS AND ACKNOWLEDGES SAID SURVEY IS CORRECT TO THE BEST OF THEIR KNOWLEDGE AND BELIEF, AND THEN HEREBY DEDICATE THE STREETS AND UTILITY EASEMENTS SHOWN ON SAID PLAT TO THE PUBLIC USE FOREVER.

EASEMENTS AS SHOWN BY DASHED LINES AND MARKED UTILITY EASEMENT ON SAID PLAT ARE HEREBY RESERVED FOR THE USE OF ALL PUBLIC UTILITY COMPANIES TO INSTALL, LAY, CONSTRUCT, OPERATE, MAINTAIN, RENEW, AND/OR REMOVE UNDERGROUND WATER MAINS, SEWER PIPES, GAS PIPELINES, ELECTRIC, CABLE TELEVISION, AND TELEPHONE CABLES OR CONDUITS WITH ALL NECESSARY ABOVE GROUND TRANSFORMER AND SERVICE PEDESTAL INSTALLATIONS, WITH THE FURTHER RIGHT TO INSTALL AND MAINTAIN OVERHEAD ELECTRIC, CABLE TELEVISION, AND TELEPHONE POLE AND WIRELINE INSTALLATIONS WITH ALL NECESSARY BRACES, GUYWIRES, ANCHORS, AND OTHER APPLIANCES FOR THE PURPOSE OF SERVING THE SUBDIVISION AND ADJOINING PROPERTIES WITH WATER, SEWER, GAS, ELECTRIC, CABLE TELEVISION, AND TELEPHONE SERVICE, INCLUDING THE RIGHT TO USE THE STREETS WHERE NECESSARY, AND TO OVERHANG AND BURY ACROSS ALL LOTS SERVICE WIRES, PIPELINES, AND/OR CABLES TO SERVE ADJACENT LOTS, TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS AT ALL TIMES TO INSTALL, OPERATE, AND MAINTAIN SAID UTILITY FACILITIES AND TO TRIM OR REMOVE ANY TREES, SHRUBS, OR SAPLINGS THAT INTERFERE OR THREATEN TO INTERFERE WITH SAID UTILITY FACILITIES.

NO PERMANENT BUILDINGS OR TREES SHALL BE PLACED ON SAID EASEMENTS, BUT SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, AND OTHER PURPOSES THAT DO NOT INTERFERE WITH THE USE OF SAID EASEMENTS FOR PUBLIC UTILITY PURPOSES.

I/WE _____ FURTHER CERTIFIES THAT TO HIS/HER BEST KNOWLEDGE THIS PROPERTY IS LOCATED WITHIN MORTON UNIT DISTRICT #709.

DATED AT MORTON, ILLINOIS, THIS _____ DAY OF _____, 2018.

BY: _____ DAY OF _____, 2018.

NAME: _____ OWNER: _____

NOTARY PUBLIC CERTIFICATE

STATE OF ILLINOIS) SS
COUNTY OF TAZEWELL)

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT THE ABOVE SIGNED, WHO IS/ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSON(S) WHOSE NAME IS SUBSCRIBED TO THE FOREGOING OWNER'S CERTIFICATE AS SUCH MEMBER, APPEARED BEFORE ME ON THIS DAY IN PERSON, AND ACKNOWLEDGED THAT HE SIGNED AND DELIVERED THE OWNER'S CERTIFICATE.

GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____, 2018.

ORDINANCE NO. 19-11

**AN ORDINANCE MAKING AMENDMENTS REGARDING PLUMBING INSPECTIONS FEES FOR
MOBILE HOMES TO CHAPTER 2 OF TITLE 4 OF THE MORTON MUNICIPAL CODE**

WHEREAS, the Morton Municipal Code was adopted on March 2, 1970, and duly published in book form; and

WHEREAS, Planning and Zoning Officer has recommended certain amendments and supplements to the existing inspection fee schedule which shall apply solely to inspections of new plumbing connections to a mobile home

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MORTON, Tazewell County, Illinois, that Section 4 of Chapter 2 of Title 4 of the Morton Municipal Code is hereby amended in the method and manner shown as follows, with additions shown in underlined font:

- 4-2-4: PERMIT REQUIRED: Alterations or modifications to existing plumbing will require a permit and inspection if anything is being moved any distance. No permit or inspection will be required if the contractor is only resetting fixtures back to their exact location. All plumbing permits will be in effect for no more than eighteen (18) months or until a final inspection has been completed. Plumbing permits shall be non-assignable.

The following are the plumbing inspection fees:

| | |
|---------------------------------|---------------------------------------|
| NEW CONTRUCTION | ADDITIONS/REMODELS |
| Base charge \$55.00 | Base charge \$75.00 |
| Fixture, each @ . . . \$15.00 | Fixture, each @ \$25.00 |
| Sprinkler (Fire) . . . \$100.00 | |
| Sprinkler (Lawn) | |
| per head \$ 4.00 | <u>MOBILE HOMES</u> |
| Minimum \$55.00 | <u>Base charge \$100.00</u> |

BE IT FURTHER ORDAINED that this ordinance shall be in full force and effect upon its passage, approval, and publication as may be required by law.

BE IT FURTHER ORDAINED that if any section or part of this Ordinance is held invalid, it

shall not affect the validity of the remainder of this Ordinance.

PASSED AND APPROVED at a regular meeting of the President and Board of Trustees of the Village of Morton this _____ day of _____, 2018; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 2018.

President

ATTEST:

Village Clerk

ORDINANCE NO. 19-12

**AN ORDINANCE MAKING AMENDMENTS REGARDING INSPECTION FEES FOR GENERATORS TO
CHAPTER 4 OF TITLE 4 OF THE MORTON MUNICIPAL CODE**

WHEREAS, the Morton Municipal Code was adopted on March 2, 1970, and duly published in book form; and

WHEREAS, the Planning and Zoning Officer has recommended certain amendments to the fee schedule for electrical inspections

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MORTON, Tazewell County, Illinois, that Section 3 of Chapter 4 of Title 4 of the Morton Municipal Code is amended in the following method and manner, with additions shown in underlined font and deletions shown in strikethrough font:

4-4-3: PERMITS:

| | |
|-------------------------------------|--|
| (A) Residential Permits: | Fee |
| Single Family Home: | \$400 |
| Duplex: | \$800 |
| Multi-family (more than 2 units): | \$800, plus \$50 per unit over two units |
| Additions; Remodel Projects: | \$200 |
| Service Panel Change Out/Generator: | \$100 |
| Lighting Retro Fit | \$100 |
| Solar/Renewable Energy System | \$100 |

(B) Commercial/Industrial Permits:

| | |
|---|--|
| Based on Cost of Electrical for New Construction & Remodel Valuation | <u>Fee</u> |
| \$1,001 - \$2,500 | \$100 |
| \$2,501 - \$10,000 | \$250 |
| \$10,001 - \$15,000 | \$350 |
| \$15,001 - \$20,000 | \$500 |
| Over \$20,000 | \$500 plus \$2 per \$1,000 over \$20,000 (rounded to nearest \$1,000) |

| | |
|-------------------------------|------------------|
| Signs | \$100 |
| Service Panel Change Out | \$100 |
| Generator | \$100 |
| Lighting Retro Fit | \$100 |
| Solar/Renewable Energy System | \$100 |

In the event any work is started prior to the time a permit is obtained, the permit fee shall be doubled. All electrical permits will be in effect for no more than 18 months or until a final inspection has been completed. Electrical permits shall be non-assignable.

BE IT FURTHER ORDAINED that this ordinance shall be in full force and effect upon its passage, approval, and publication as may be required by law.

BE IT FURTHER ORDAINED that if any section or part of this Ordinance is held invalid, it shall not affect the validity of the remainder of this Ordinance.

PASSED AND APPROVED at a regular meeting of the President and Board of Trustees of the Village of Morton this _____ day of _____, 2018; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 2018.

President

ATTEST:

Village Clerk

ORDINANCE NO. 19-13

AN ORDINANCE AMENDING TITLE 4 OF THE VILLAGE CODE OF THE VILLAGE OF MORTON TO PROVIDE AMENDMENTS REGARDING STANDARDS FOR THE DEMOLITION OF STRUCTURES

WHEREAS, the Morton Municipal Code was adopted on March 2, 1970, and duly published in book form; and

WHEREAS, it is necessary and in the best interest of public health and safety for structures demolished within the Village of Morton to be demolished in a secure, safe and sanitary fashion; and

WHEREAS, it is in the best interest of the public health and safety for the residents of the Village of Morton that real property be restored to a neat, sanitary and safe condition following demolitions; and

WHEREAS, the President and Board of Trustees desire to make amendments to Title 4 of the Morton Municipal Code.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MORTON, Tazewell County, Illinois, that the Morton Municipal Code is hereby amended by adding the following sections:

1. SECTION ONE: The existing Title 4, Chapter 5 of the Morton Municipal Code is hereby renumbered as Chapter 6 of Title 4 of the Morton Municipal Code and all sections of that chapter are similarly renumbered.
2. SECTION TWO: Title 4 of the Morton Municipal Code is hereby amended by inserting a new Chapter 5, which shall be as follows:

**CHAPTER 5
DEMOLITION STANDARDS**

4-5-1: PURPOSE AND SCOPE: The purpose of this Chapter is to establish additional regulations to supplement the regulations contained in the International Building Code to provide for the demolition of structures within the Village of Morton.

- 4-5-2: **DEFINITIONS:** Unless context otherwise provides words and phrases used in this Chapter shall be construed according to the definition set forth herein:

Demolition: The deconstructing, destroying, decimating, razing, ruining, tearing down, or wrecking of any facility, structure, pavement, or building whether in whole or in part, whether interior or exterior.

- 4-5-3: **PERMIT REQUIRED; FEE:** No demolitions shall occur within the Village of Morton unless a demolition permit has been issued by the Village of Morton. The fee for a demolition permit shall be _____ dollars (\$____). All holders of a demolition permit shall be required to comply with all requirements of the International Building Code which pertain to demolition including but not limited to those provisions set forth in Chapter 33, and all provisions of this chapter.

- 4-5-4: **TIMEFRAME FOR DEMOLITION:** Demolition shall commence within thirty (30) days from the issuance of the permit, and shall be completed within sixty (60) days of the issuance of the permit. Extensions to these deadlines may be granted by the SPW in his sole discretion for good cause shown.

Failure to begin work within a period of thirty (30) days shall be cause for the revocation of the permit. Failure to complete the demolition work within a period of sixty (60) days or any extension thereof shall subject the owner of the property to penalties as provided in this Title.

- 4-5-5: **APPLICATION TO EXISTING DEMOLITION SITES:** Any parcels within the Village of Morton on which demolition has occurred prior to the effective date of this Ordinance shall be exempt from the provisions of this Ordinance until June 1, 2018. Thereafter, all vacant lots within the Village of Morton which are vacant due to the demolition of the prior structure shall be required to conform to those requirements of this Chapter which set forth the required condition of a vacant lot after demolition.

- 4-5-6: **UNSAFE DEMOLITION SITES:** In the event that any demolition site is left in a condition which violates any provision of this Chapter, the Village shall give notice of the condition or conditions which it deems unsafe to the owner or demolition permit applicant of said premises, specifying the deficiencies and ordering the same to be rectified within a period of three (3) days after service of said notice by third party commercial courier or by certified mail. Should the deficiencies not be corrected within a period of three (3) days as aforesaid, the Village shall cause the same to be put in safe condition, and may further pursue any other rights and remedies reserved to the Village pursuant to this Title.

4-5-7: **SECURING PREMISES DURING CONSTRUCTION:** Once demolition work begins all work shall be completed and all debris shall be removed from the site as soon as possible. If the debris cannot be removed from the site the same day, "no trespassing" signs shall be posted and a barrier shall be installed around the debris. If the demolition of the structure cannot be completed on the day in which demolition commences, then a forty-eight (48) inch high fence with openings less than four (4) inches in size shall be installed around the demolition site.

4-5-8: **CERTIFICATE OF OCCUPANCY:** Any existing Certificate of Occupancy for a structure shall terminate upon the issuance of a Demolition Permit which provides for and authorizes the demolition of said structure. No new Certificate of Occupancy shall issue to any parcel or improvement constructed on such parcel after a demolition permit is issued unless and until all requirements of this Chapter have been met.

4-5-9: **BOND REQUIRED/RELEASE OF BOND:** Prior to the issuance of a permit, the applicant shall furnish to the Village of Morton a bond equal to the contract cost of demolition. All such bonds shall be submitted to the Village for approval as to form. Any person, firm or corporation normally engaged in the demolition of buildings may provide an annual bond to the Village of Morton in the amount of one million dollars (\$1,000,000.00) which shall cover all demolition bonds heretofore required. A copy of an Insurance Certificate naming the Village of Morton as additional insured and indicating the street address of the project must be attached to the demolition permit application. The policy limitations must be one million general liability and one million automobile liability. Statutory worker's compensation coverage must also be provided.

4-5-10: **DEMOLITION STANDARDS:** The following sets forth the demolition standards that must be followed by the demolition permit holder.

- (A) No structure shall be removed from the premises in whole or substantially whole condition. All buildings shall be demolished on the premises.
- (B) The sewer lateral and storm lateral, if one exists, shall be exposed and properly capped at the lot line or at a location designated by the SPW or his designee or assignee. Backfilling shall not be done until the capping of the storm lateral and sewer lateral is inspected and approved by the Village.
- (C) All structures and their foundation shall be completely razed to a level of two (2) feet below the ground surface or grade line and removed from the site. Razing shall include but is not limited to all posts, piers, walls,

basement partitions, sheds, steps, thresholds, paved areas and all other above ground items. The concrete floor shall be broken and foundation walls removed two (2) feet below grade.

- (D) All basements and cellars or other areas below grade shall be filled and compacted to grade only with sound approved solid fill of sand, gravel and dirt. Brick, stone, mortar, plaster or concrete removed from the demolished structures may be used if it is arranged not to form or collect surface or subsurface water. Masonry fragments used as fill shall not be over twenty-four (24) inches in greatest dimension. No decomposable organic material or wood, glass, paper, piping, steel or other metal material or any unstable or combustible material shall be used in making fills.
- (E) All masonry such as private sidewalks, driveways, driveway aprons or retaining walls shall be removed unless such removable will create a hazardous condition or unless the Village has expressly authorized an alternative arrangement in writing.
- (F) Wood partitions, stairways, furnaces, piping, and other equipment, rubbish and debris located in basements or elsewhere on the property shall be removed from the site.
- (G) Any damage to public sidewalks or public roads or any part of the street right-of-way caused by demolition shall be repaired or replaced to meet the SPW standards.
- (H) The lot shall be filled, compacted and graded to the prevailing surrounding property and sidewalk grades, and shall be seeded to grass.
- (I) The final fill shall be at least two (2) inches of sandy loam, dirt or topsoil containing no brick, mortar or concrete pieces larger than two (2) inches.
- (J) All debris generated by demolition within the Village of Morton shall be disposed of in an approved, licensed landfill or at an approved hazardous material disposal site.

4-5-11:**INSPECTIONS:** SPW or his designee shall complete the following inspections:

- (A) **PROGRESS INSPECTIONS:** A progress inspection will be done to check the following items.

(1) SEWER AND STORM LATERALS: The sewer lateral and storm lateral, if one exists, shall be exposed and properly capped at the lot line or at a location designated by the inspector.

(2) BASEMENT/FLOOR AND FOUNDATION: Following the removal of the structures (above grade) a progress inspection must be done before the basement can be backfilled.

(B) FINAL (POST DEMOLITION INSPECTION): The final inspection shall be completed at the request of the demolition permit holder. The inspection shall confirm that demolition has been completed in accordance with the requirements the demolition permit and the requirements of the Village Code.

BE IT FURTHER ORDAINED that this ordinance shall be in full force and effect upon its passage, approval, and publication as may be required by law.

PASSED AND APPROVED at a regular meeting of the President and Board of Trustees of the Village of Morton this _____ day of _____, 2017; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 2017.

President

ATTEST:

Village Clerk

ORDINANCE NO. 19-14

**AN ORDINANCE MAKING AMENDMENTS REGARDING INSPECTIONS
TO CHAPTER 1 OF TITLE 4 OF THE MORTON MUNICIPAL CODE**

WHEREAS, the Morton Municipal Code was adopted on March 2, 1970, and duly published in book form; and

WHEREAS, the Zoning Enforcement Officer and the Superintendent of Public Works have recommended the Village Board adopt an ordinance requiring inspections prior to excavations, prior to pouring footings and prior to pouring a foundation for the protection of residents of the Village.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MORTON, Tazewell County, Illinois, that Chapter 1 of Title 4 of the Morton Municipal Code is hereby amended by inserting a new section, which shall be in addition to any other inspections required under this Chapter, which shall be as follows:

4-1-11: INSPECTIONS: In addition to other inspections required under this Chapter, the following listed inspections are required to be made. The owner or contractor shall request the designated inspection not less than 48 hours in advance of the time when such inspection is to be made. Safe access for the purpose of completing the inspection shall be provided by the contractor or the owner.

(a) **Stake Out:** A stake out inspection of the site shall be made prior to any earth work for the purpose of verifying the location of the improvements. At the stake out inspection the contractor or owner shall be required to identify for the inspector the location of all lot pins. The owner or the contractor shall further be required to demonstrate for the inspector that the location of the proposed improvements is consistent with the site plan and satisfies all required setbacks of the Village of Morton.

(b) **Footing:** An inspection of the footings or piers shall be made after any required forms are erected and any required reinforcing steel is in its final position and prior to placing concrete. Upon the request of the inspector, the owner or contractor shall be required to demonstrate that the location of the footing is consistent with the site plan and may include but not be limited to verifying the elevation of the footing and verifying the proximity of the footing to all lot lines.

(c) Foundation: An inspection of the foundation shall be made prior to the concrete placement and after required forms are erected and any required reinforcement steel is in its final position. Upon the request of the inspector, the owner or contractor shall be required to demonstrate that the location of the foundation is consistent with the site plan and may include but not be limited to verifying the elevation of the foundation and verifying the proximity of the foundation to all lot lines.

BE IT FURTHER ORDAINED that this ordinance shall be in full force and effect upon its passage, approval, and publication as may be required by law.

BE IT FURTHER ORDAINED that if any section or part of this Ordinance is held invalid, it shall not affect the validity of the remainder of this Ordinance.

BE IT FURTHER ORDAINED that this Ordinance shall take effect 10 days after publication thereof as provided by law.

PASSED AND APPROVED at a regular meeting of the President and Board of Trustees of the Village of Morton this _____ day of _____, 2018; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 2018.

President

ATTEST:

Village Clerk



UNIFORM SPECIALISTS

RENTAL SERVICE AGREEMENT

Between:

Phelps the Uniform Specialists, Inc.
(Hereinafter referred to as "Supplier")

3206 Hershey Ave. Bldg. # 4 P: 800-344-7043
PO Box 1100 F: 563-264-0340
Muscatine, Iowa 52761

Name: Village of Morton
(Hereinafter referred to as "Customer")

Address: 120- North Main St.

City: Morton State: IL. Zip: 61550

Phone: (309) 266-5361 Fax: (309) 266-5508

Route 10 Acct # Frequency: Weekly

E-mail: jkarawicz@morton-il.gov

Accounts Payable # & Contact: (309) 266-5361

Key Account Contact Person: Jessica Karpawicz

- Supplier will furnish to Customer the number of garments and other items as set forth on this agreement and any amendments thereto, as may be revised from time to time.
- Supplier will mend, alter, or replace said garments only to the extent necessitated by normal wear and tear.
- All garments/items shall remain the property of Supplier. If they are lost, destroyed, or become unpresentable through misuse, Customer shall pay for such garments/items at the current replacement costs. Protection programs aren't valid if customer breaches contract or quits service at any time.
- Customer shall pay Supplier for each delivery at prices and items set forth on this agreement and any amendments. Short sleeves may not be exchanged for long sleeves. All merchandise sales are final.
- Customer may reduce garment/item service only due to decrease in the number of employees in the ordinary course of business. However, such reduction shall not exceed 80% of the weekly billing amount determined from the date this Agreement is signed, and such reduction shall not result in the weekly billing amount being less than \$35.
- If a C.O.D. Customer fails to pay two (2) consecutive invoices or if a charge Customer fails to pay within 2 weeks from the mailing of monthly statements, Supplier has no obligation to continue delivery until Customer acknowledges that Supplier is not in breach of this Agreement for non-delivery during periods of nonpayment and that Customer agrees to pay a service charge of 1.5% per month on all accounts past due by more than thirty (30) days. Credit Card using customers may be subject to 3% processing fee.
- This Agreement shall be for a period of five (5) years, at initial prices set forth below, consisting of 260 consecutive billings from the date of initial delivery and shall automatically renew for a like period at the end of the initial term unless either party has notified the other in

writing, by certified mail, at least 90 days before the expiration date of initial term or any renewed term. Prices are subject to an annual adjustment (not to exceed 7%), this agreement. Price increase will be April 1st every year. No credit will be issued for sick time, vacation, personal time, or periods of suspension. Customer acknowledges this agreement with Supplier supersedes any prior agreement Customer has with Supplier. The offer of lower prices by another supplier is not a valid reason to breach this agreement.

- Supplier guarantees to deliver quality service at all times. Any complaints about quality of the service which have not been taken care of in the normal course of business must be sent by registered letter to the Supplier's General Manager. The Supplier will attempt to restore any material complaint in a reasonable period of time.
- If the Customer breaches this agreement, Customer shall pay Supplier as liquidated damages, a sum of money equal to 75% of the following sum: The Customer's average weekly invoice multiplied by the number of weeks remaining in the contract term. The number of weeks remaining shall be calculated from the date the breach occurred until the end of the contract term. The liquidated damages shall be in addition to all amounts owed Supplier pursuant to paragraphs three and four. Customer shall also pay Suppliers attorney fees, expenses and costs in connection with the collection of all amounts due.
- Customer represents that it does not have a contract with any other entity to receive garments or items covered by this agreement. Customer agrees to indemnify, defend and hold Supplier harmless from any claim of a third party regarding any alleged contract. In the event of litigation arising between Supplier and Customer, venue for any action will be laid in the county of Muscatine, State of Iowa and this Agreement shall be governed by the laws of the State of Iowa.
- Customer will have 30 days to return any unreturned garments or flat good for credit, after the 30 days no credit will be issued. If a new wearer leaves within 6 months of receiving their uniforms a \$3.50 per garment charge will be issued.
- ~~Garment size 2XL (shirts) and larger, any long body shirts, 46" waist (pants) and larger, will be assessed a 20% increase in weekly garment rates. All non-stock or custom garments are subject to price increase and/or buyback.~~
- All Flame Resistant, Hi-Visibility and embroidered garments are subject to buyback if items are not in use for a 24 month period.
- Customer acknowledges that the garments/items described herein offer no protection from molten metal, sparks, flames or caustic chemical. Customer agrees to indemnify and hold the Supplier harmless from any claims arising out of or associated with the use of the product, including any claims allegedly arising from defects.
- Customer certifies that neither "lead nor blood borne pathogen-contaminated material" will be offered to Supplier. Other heavy metals or materials that pose a health or environmental hazard have been disclosed to Supplier prior to installation of this account.
- Customer agrees to "indemnify and/or hold harmless" Supplier from and against any and all losses, claims, demands and injury to Customer and any other person or property arising from use of items. Supplier assumes no responsibility for items serviced once they are in Customers possession.
- This Agreement shall be binding upon the parties, their heirs, personal representatives, successors and/or assigns.
- Initials _____

| RENTAL ITEM DESCRIPTION | INV | REPLACEMENT PRICES | UNIT RATE | Guaranteed % | Weekly Rental Rate |
|--|-----|--------------------|-----------|--------------|--------------------|
| 65/35 Uniform Shirts | 11 | \$22.00 | .17 | 100% | \$1.87 |
| 65/35 Work Pants | 11 | \$22.00 | .17 | 100% | \$1.87 |
| Dickie Jeans | 11 | \$25.00 | .25 | 100% | \$2.75 |
| Dickie Duck Jeans | 11 | \$29.00 | .35 | 100% | \$3.85 |
| | | | | | |
| Shop Towels | 200 | .68 | .04 | 100% | \$8.00 |
| Fender Covers | 6 | \$8.00 | .35 | 100% | \$4.20 |
| 3x10 Slate mats | 6 | \$199.00 | \$3.00 | 100% | \$18.00 |
| 4x6 Slate mats | 2 | \$129.00 | \$2.50 | 100% | \$5.00 |
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| This is for all of Village of Morton locations | | | | | |
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| Rates locked for the term of this Agreement. | | | | | |
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Turnover Program \$0.03 per garment

I represent that I have authority to sign this Agreement on behalf of:

Proprietor _____ Partnership _____ LLC _____ Corporation _____ (State) _____

Signature: _____

Title: _____

Name: (please print): _____

Date Signed: _____

Authorized Phelps the Uniform Specialists Representative

Signature: _____

Name (please print): _____

Greg Galletti



August 20, 2018

Village of Morton – WWTP
120 N Main Street
Morton, IL 61550
Attn: Todd Frantti

RE: 2018 Dewatering proposal with transportation to area landfill

SERVICE CONTRACT PROPOSAL FOR CLEANING OF LAGOONS AT THE VILLAGE OF MORTON, IL. W.W.T.P.

The dewatering of lagoon contents includes the following steps:

- Mobilize equipment and personnel to site;
- Mix lagoon contents;
- Pump to frac tank;
- Dewater liquid biosolids;
- Load dump trailers for transportation to area landfill (approximately 15-miles).

Stewart Spreading will be responsible for:

- Mobilization and demobilization of personnel and equipment to and from the Village site for safety conscious dewatering;
- Use of frac tank to feed belt press;
- All necessary labor, equipment and technical expertise necessary for the dewatering of residuals;
- All proper licensing and insurance documentation to be provided to the Village prior to commencement of work;
- Load dewatered material into a dump trailers for transportation to area landfill, (approximately 15-miles);
- Provide Trucks, trailers and professional drivers.

The Village will be responsible for:

- Access to the plant grounds and lagoon;
- Access to water for dewatering operations, 60psi / 60gpm within 100' of belt press staging area;
- Provide 480-volt 3 phase, 60 amp service within 100' of belt press staging area;
- Provide Village approved filtrate return within 100' of belt press staging area;
- Paying all landfill tipping fees.
- Payment of invoice within 30 days of receipt, with a 2% monthly fee if paid beyond 30 days;
- Acknowledging this contract may be extended annually with either a simple 2% increase or annual CPI adjustment (whichever is the greater of the two) per year.



Price Proposal

Dewatering of liquid biosolids

- \$0.10 per gallon (Ten-cents per gallon)
- \$3,000.00 Mobilization/Demobilization
 - Note: If 1,500,000 gallons are dewatered no mobilization will be invoiced.

Terms

1. A minimum volume of 750,000 gallons will be invoices per service event.
2. Rates are based on non-prevailing wages.
3. Contract may be extended annually with either a simple 2% increase or annual CPI adjustment (whichever is the greater of the two) per year.

If you are in agreement with this proposal, please sign as indicated and return at your convenience. Thank you again for your time. We look forward to working with you soon.

ACCEPTED BY:

Stewart Spreading

A handwritten signature in black ink, reading "Greg Halimajji", is written over a light orange rectangular background.

Business Developmnt Mgr., 08/20/2018

Name/Title

Date

Village of Morton

Name/Title

Date

Hanson Professional Services Inc.
PSA C- 17L0234

THIS PROFESSIONAL SERVICES AGREEMENT (PSA) is made this 8th day of December, 2017, between Village of Morton, subsequently referred to as "Client," and Hanson Professional Services Inc., subsequently referred to as "Hanson."

By joining in this PSA, Client retains Hanson to provide professional services in connection with Courtland Street Phase I, subsequently referred to as "Project."

By this PSA, the scope of Hanson's services on Project is limited to that described in Attachment A.

The attached General Conditions (C/S Rev. 7) are incorporated into and made a part of this PSA.

Client agrees to compensate Hanson for providing the above services in the manner described in Attachment B.

Client and Hanson hereby agree to and accept the terms and conditions stated above, including terms and conditions stated in the attached General Conditions, the receipt of which is acknowledged.

Hanson Professional Services Inc.

Client

By: Lucinda Loz

By: _____

Title: Vice President

Title: _____

Date: December 8, 2017

Date: _____

Attachment A – Scope of Services

PSA C- 17L0234

Effective Date: 12/8/2017

Project Description:

Hanson Professional Services Inc. shall prepare project development studies for an improvement of Courtland Street from N. Morton Avenue to 500 feet east of Main Street and Main Street 500 feet north and south of Courtland Street in the Village of Morton (VILLAGE).

The proposed improvement will consist of widening existing Courtland Street to a five lane section. Main Street will be widened at the Courtland Street intersection. Courtland Street will be improved with curb, gutter, storm sewer, sidewalk and a bike trail.

The Project shall be designed in accordance with IDOT's Bureau of Local Roads and Streets (BLR) Policies and Procedures for Federal-Aid Projects and Specifications of the Illinois Department of Transportation, except as may be modified or approved by the Village of Morton Public Works Department.

Plans will be prepared in English units (feet) using Microstation software in accordance with CAD conventions of the Illinois Department of Transportation (IDOT) in Village of Morton Coordinates.

Services:

The Scope of Services to be provided is limited to the following:

I. Project Development Services

The corridor boundaries for data collection are along Courtland Street from Walton Avenue to Main Street. Data collection will extend 100 feet down Walton Avenue, 500 feet down Commerce Drive and 500 feet down Main Street and 500 feet beyond the project termini at Walton Avenue and Main Street.

A. Study Surveying and Mapping

1. Obtain and review available mapping, construction plans and surveys from City:
 - i. Existing construction plans.
 - ii. GIS topographic and parcel data and orthographic aerial photography.
2. Establish horizontal and vertical survey control. Horizontal and vertical control will be referenced to the monuments and coordinates provided by the Village of Morton. Place horizontal and vertical control points. Provide Benchmark descriptions and Recovery Ties for the Control Points per the IL Department of Transportation's Recurring Special Provision for Construction Layout Stakes – Check Sheet #10, Department Responsibility Items (a) and (b).
3. Provide topographic survey. Collect existing roadway cross section (or equivalent) data on
 - i. Courtland Street from 200 feet west of Walton Avenue to 500 feet east of Main Street,
 - ii. Walton Avenue 200 feet north and south of Courtland Street,
 - iii. Commerce Drive from Courtland Street to 500 feet south of Courtland Street, and
 - iv. Main Street 500 feet north and south of Courtland Street.Topographic survey limits will extend to approximately 50 outside of existing right-of-way limits (or to building faces or parking lot edges, whichever is less).
4. Contact JULIE to request underground utility information via a JULIE design request. Above ground utilities and above ground indications of below ground utilities will be located and shown on the topographic survey drawing. Above ground indications of below ground utilities are those indications, such as signs, manholes and markings made by respective utility companies, which

are within the survey limits and which are easily and readily visible to our survey crew at the time of the field survey.

5. Locate existing storm and sanitary structures within the corridor limits. Sewer invert elevations will be determined to the extent possible by manhole lid removal and direct measurement. If visible from the opening, the survey crew will measure to the structure invert and identify the size (diameter), direction, material and invert (if not at structure invert) of the pipes which connect to the structure. The survey crew will not enter any structures.
6. Stake soil borings.
7. Research public records for the parcels adjacent to the project corridor. This shall include research of existing plats, relevant deeds, property owner names, P.I.N. numbers and addresses.
8. Conduct boundary surveys to determine existing right-of-way lines within the corridor limits for those parcels impacted by the project. Establish deed lines along the corridor.
9. Prepare a base map of the existing topography in CAD format. This file shall include survey points, digital terrain model (DTM), breaklines, planimetric mapping and contour lines.

B. Traffic Study

Prepare and submit a traffic study memorandum to determine the impact of the proposed improvement on the transportation system in the immediate vicinity of Courtland Street. The study is expected to include the following:

1. Collect and review existing traffic count information (peak hour and average daily traffic) available from IDOT and previous studies for the following roadways in the project vicinity:
 - i. Courtland Street
 - ii. Main Street
 - iii. N. Morton Avenue
2. Perform turning movement counts during the AM Peak hours (7-9AM) and PM Peak Hours (4-6PM) at three (3) intersections along Courtland Street:
 - a. Walton Avenue
 - b. Commerce Drive
 - c. Main Street
3. Project Traffic Volumes for the 2041 design year based on trip generation options for developable land. Complete and reconcile 2041 no build and build Average Daily Traffic and peak hour turning movement traffic projections within the study area along Courtland Street.
4. Complete Synchro corridor analysis for Courtland Street from N. Morton Avenue to Main Street for a morning and evening peak. Prepare a memo to outline proposed lane configurations.
5. Using the information collected above, calculate the projected level-of-service, as required for an Intersection Design Study, at the intersections of Courtland Street at Walton Avenue, Courtland Street at Commerce Drive, and Courtland Street at Main Street with and without the proposed improvements.
6. Review crash information for a five (5) year period along Courtland Street (data to be provided by IDOT and VILLAGE). Determine crash rates and potential crash reduction improvements while identifying any high crash locations throughout out the Courtland Street corridor.
7. Complete intersection design studies at each of the existing/proposed signalized intersections.
 - i. Courtland Street and Commerce Drive
 - ii. Courtland Street and Main Street
8. QC/QA

C. Geometric Studies

Prepare roadway geometry which is expected to include the following tasks:

1. Conduct a field review of the study area to examine existing conditions, evaluate available improvement options, and determine design criteria.

2. Identify horizontal and vertical alignment controls. Create existing horizontal and vertical alignments. Create proposed alignment and profile.
3. Prepare a pavement design and submit to VILLAGE and IDOT for approval. Review as-built plans of the existing roadway to determine pavement age and composition.
4. Develop existing and proposed typical sections for Courtland Street.
5. Complete cross section studies to finalize proposed horizontal/vertical alignments and limits of proposed improvements.
6. Utility Coordination. Draft letters to the utility companies in the project area requesting they provide data on the location of their facilities. Keep a log of what utility data is received. Review the data from the utility companies and evaluate perceived conflicts. Make adjustments as necessary. Determine necessary utility relocations.
7. Prepare preliminary plan and profile sheets (@ 1"=50' H., 1"=5' V.) and cross sections every 50' for the project limits.
8. Determine ROW and easement needs.
9. Prepare a preliminary opinion of probable cost.
10. Meeting with VILLAGE to discuss design
11. QC/QA

D. Geotechnical Investigation

1. Pavement cores will be taken along the length of Main Street to confirm existing pavement thickness and condition.
2. Soil borings will be taken adjacent to the existing pavement at 300 foot intervals due to pavement widening.
3. Soil samples will be obtained at designated locations by standard split spoon (ASTM D 1586) methods according to the Standard Penetration Test (SPT). Sampling will be performed continuously to a depth of 6 feet below the existing crown at each of the borings.
4. Laboratory Testing: Samples retained from the borings will be examined by laboratory personnel to verify field descriptions and to estimate soil classifications in accordance with the Unified and/or Illinois Department of Transportation (IDOT) Soil Classification Systems. Laboratory testing will include moisture content determinations, as well as measurements of unconfined compressive strength, as appropriate. Atterberg Limits and particles size analysis will also be completed on representative subgrade soil samples. Illinois Bearing Ratio will be determined.
5. Report of Data: Upon completion of sampling and testing, an engineering report will be prepared summarizing field and laboratory test data, including computer generated boring logs and test data sheets along with photo logs of the pavement cores. The report will address anticipated soil and groundwater conditions impacting site subgrade preparation and pavement design.
6. A flagger and traffic control will be provided for all drilling operations.

E. Preliminary Drainage Design

1. Review project information and attend one meeting with the Village of Morton to discuss impacts, review known flooding history, and any existing drainage deficiencies.
2. Storm water drainage will be designed in accordance with the current edition of the IDOT Drainage Manual. It is anticipated that the hydrology will be designed using the Rational Method & ISWS Bulletin 70. It is anticipated that the conveyance system will generally be the existing storm sewer system with minor modifications to match revised curb line locations.
3. Existing conditions will be compared against proposed design to determine recommendations for upgrading the existing system. Recommendations will be based upon the incremental cost to upgrade the existing system to current design standards against the severity of known deficiencies.

4. Meet with Village of Morton to discuss findings.
5. No storm water detention/retention design will be included since the storm sewer outlets to a regional detention system.
6. QC/QA

F. Environmental Studies

1. Data collection of environmental resources and mapping. (i.e., wetland maps, floodplain maps, topographic mapping, etc.).
2. Conduct a site reconnaissance survey to inventory environmental resources in the vicinity of the project area.
3. Prepare the Environmental Survey Request (ESR) form and supporting documentation, and submit to IDOT for cultural, biological (includes threatened and endangered species), and wetland resources review.
4. Conduct a Preliminary Environmental Site Assessment (PESA).
5. Assess farmland conversion and submit Form AD-1006 to the Illinois Department of Agriculture and U.S. Department of Agriculture.
6. Coordinate and supply necessary information to IDOT for conducting the Pre-screening of the Carbon Monoxide Screen for Intersection Modeling (COSIM) analysis.
7. Document the environmental resources and studies in the Project Development Report (PDR).
8. Assumptions for the environmental scope of services:
 - i. This project will be processed under federal guidelines of IDOT and will be processed as a Categorical Exclusion.
 - ii. Project will not require the preparation of any NEPA documentation including Environmental Assessment (EA) or Environmental Impact Statement (EIS).

G. Public Involvement

1. Public Open House – expected to be one (1)
 - i. Prepare and coordinate newspaper advertisements for each Public Meeting. Notices will be published in the Morton Times-News and on the VILLAGE website.
 - ii. Prepare exhibits and table top rollouts of the project area depicting planned improvements for discussion.
 - iii. Provide brochure and comment forms, name tags, directional signage, sign-in forms and other items for each public meeting.
 - iv. Attend and Facilitate Meeting.
 - v. Prepare meeting minutes summarizing the meeting.
 - vi. Prepare responses to stakeholder comments for use by the VILLAGE in public coordination.
 - vii. Update the project information for PDR.
2. Village Board Meetings – expected to be one (1)
 - i. Prepare exhibit of the project area depicting planned improvements for discussion.
 - ii. Present proposed improvements and recommendations
 - iii. Respond to questions
3. Stakeholder Meetings – expected to be three (3)
 - i. Meet with individual stakeholders to discuss impacts to their business

H. Prepare Project Development Report (PDR)

1. Prepare report and exhibits.
2. Print and Submit preliminary report to VILLAGE and IDOT for review.
3. Address comments, print, and submit final PDR to IDOT for approval.
4. QC/QA

I. Project Management

1. Financial and schedule controls
 2. Administer project kick-off meeting with VILLAGE
 3. Administer internal kick-off meeting
 4. Attend and participate in two (2) "IDOT District 4 Bi-monthly Coordination Meetings" during the course of the study to seek IDOT and FHWA input for design approval.
 - i. Prepare BLR 22410 with attachments
 - ii. Prepare exhibits for meeting & attend meeting
 - iii. Prepare meeting minutes
 5. Coordination with VILLAGE
 6. Coordination with IDOT
- J. Furnish the originals and a reasonable number of prints of all necessary plans and documents, as determined by the VILLAGE, including five copies of any Draft Report that is being submitted for review and one copy of all meeting minutes.
- K. The VILLAGE will provide or cause to be furnished the following:
1. Existing roadway and right-of-way plans, including existing storm sewer and sanitary sewer information.
 2. The VILLAGE will make available digital files of aerial photographs, contours, and basic topography from G.I.S. data if available.
 3. Existing traffic volume data on streets within the project limits.
 4. Existing crash data for the last five years.
 5. Tax assessor's maps and taxpayer identification numbers for parcels in the study area and title commitments for all affected parcels.
 6. All necessary utility agreements, including plans for relocations and adjustments.
 7. Proposed Plans for any adjacent improvements
 8. Plat/Easement Information
- L. The following items are not included in the scope of work but could be provided as an addendum to the contract:
1. Phase II Design Services & Preparation of Construction Documents.
 2. Construction observation activities.
 3. Sewer televising
 4. Section 106 statement or mitigation for cultural resource impacts
 5. Section 4(f) evaluation
 6. Special waste investigations beyond a PESA.
 7. Mitigation planning and design for impacts to threatened and endangered species, wetlands/waters, or historic/archaeological resources.
 8. Utility relocation plans
 9. Land acquisition Services, including plat preparation.

Attachment B – Charges for Services

PSA C- 17L0234

Effective Date: 12/8/2017

Basis of Charges:

Charges for professional services performed by our firm for all services listed in the Scope of Services will be made on the basis of Hanson's direct labor costs times a factor of 3.0, plus reimbursable project expenses. Billings will be issued at least monthly, and will be based upon total services completed and expenses incurred at the time of the billing.

Cost of Services:

The total cost to accomplish the Scope of Services for this project will be \$173,000. Hanson agrees not to exceed \$173,000 without prior notification to the Client

General Conditions

Hanson Agreement: C17L0234

Agreement Date: December 8, 2017

Project Name: Courtland Street Phase I

1. Invoices: Charges for services will be billed at least as frequently as monthly, and at the completion of the Project. CLIENT shall compensate HANSON for any sales or value added taxes which apply to the services rendered under this agreement or any addendum thereto. CLIENT shall reimburse HANSON for the amount of such taxes in addition to the compensation due for services. Payment of invoices shall not be subject to any discounts or set-offs by the CLIENT unless agreed to in writing by HANSON. Invoices are delinquent if payment has not been received within 30 days from date of invoice. There will be an additional charge of 1 1/2 percent per month compounded on amounts outstanding more than 30 days. All time spent and expenses incurred (including attorney's fees) in connection with collection of any delinquent amount will be paid by CLIENT to HANSON per HANSON's current fee schedules.

2. Termination: This Agreement may be terminated by either party upon written notice. Any termination shall only be for good cause such as legal, unavailability of adequate financing or major changes in the scope of services. In the event of any termination, HANSON will be paid for all services and expenses rendered to the date of termination on a basis of payroll cost times a multiplier of 3.0 (if not previously provided for) plus reimbursable expenses, plus reasonable termination expenses, including the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

3. Reuse of Documents: All documents including reports, drawings, specifications, and electronic media furnished by HANSON pursuant to this Agreement are instruments of its services. They are not intended or represented to be suitable for reuse by CLIENT or others on extensions of this project, or on any other project. Any reuse without specific written verification or adaptation by HANSON will be at CLIENT's sole risk, and without liability to HANSON, and CLIENT shall indemnify and hold harmless HANSON from all claims, damages, losses

and expenses including court costs and attorney's fees arising out of or resulting there from. Any such verification or adaptation will entitle HANSON to further compensation at rates to be agreed upon by CLIENT and HANSON.

4. Standard of Care: Services performed by HANSON under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party. Hanson is not acting as a municipal advisor to CLIENT as defined by the Securities and Exchange Commission.

5. General Liability Insurance and Limitation: HANSON is covered by general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions, with limits which HANSON considers reasonable. Certificates of insurance shall be provided to CLIENT upon request in writing. HANSON shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. HANSON shall not be responsible for any loss, damage or liability arising from any act or omission by CLIENT, its agents, staff, other consultants, independent contractors, third parties or others working on the Project over which HANSON has no supervision or control.

6. Suspension of Services: If CLIENT fails to make payments when due or otherwise is in breach of this Agreement, HANSON may suspend performance of services upon five (5) calendar days' notice to CLIENT. HANSON shall have no liability whatsoever to CLIENT, and CLIENT agrees to make no claim for any delay or damage as a result of such suspension.

7. Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest

extent permitted by law, neither CLIENT nor HANSON, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for incidental, indirect, or consequential damages arising out of or connected in any way to this Project or this Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict and implied warranty. Both CLIENT and HANSON shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project.

8. Contingency Fund: The Client and Hanson acknowledge that changes may be required during construction because of possible omissions, ambiguities or inconsistencies in the plans and specifications and, therefore, that the costs of the project may exceed the construction contract sum. The Client agrees to set aside a reserve in the amount of Five Percent (5%) of the actual project construction costs as a contingency reserve to be used, as required, to pay for any such increased project costs. The Client further agrees to make no claim by way of direct or third-party action against Hanson or sub-contractors and subconsultants with respect to any payments within the limit of the contingency reserve made to the construction contractors because of such changes or because of any claims made by the construction contractors relating to such changes.

9. Additional Limitation: In recognition of the relative risks and benefits of the Project to both the CLIENT and HANSON, the risks have been allocated such that the CLIENT agrees that for the compensation herein provided HANSON cannot expose itself to damages disproportionate to the nature and scope of HANSON's services or the compensation payable to it hereunder. Therefore, the CLIENT agrees to limit its remedies against HANSON arising from HANSON's professional acts, errors or omissions, in any action based on strict liability, breach of contract, negligence or any other cause of action, such that the total aggregate amount of the CLIENT's damages shall not exceed \$50,000 or HANSON's total net fee for services rendered on the Project, whichever is greater. This limitation pertains to HANSON and to its subcontractors and subconsultants, and applies as a single aggregate amount to all work performed under the Agreement,

including all work performed under an amendment or modification. If CLIENT desires a limit greater than that provided above, CLIENT and HANSON shall include in this Agreement the amount of such limit and the additional compensation to be paid to HANSON for assumption of such additional risk. CLIENT must notify HANSON in writing, before HANSON commences any services, of CLIENT's intention to negotiate a greater limitation of remedies against Hanson and its associated impact on services, schedules, and compensation. Absent CLIENT's written notification to the contrary, HANSON will proceed on the basis that the total remedies against HANSON is limited as set forth above.

10. Personal Liability: It is intended by the parties to this Agreement that HANSON's services in connection with the Project shall not subject HANSON's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against HANSON, a Delaware corporation, and not against any of HANSON's individual employees, officers or directors.

11. Assignment: Neither party to this Agreement shall transfer, sublet, or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may become due, without the written consent of the other party. Subcontracting to subconsultants, normally contemplated by HANSON as generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

12. Statutes of Repose and Limitation: All legal causes of action between the parties to this Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run not later than the date of Substantial Completions. If the act or failure to act complained of occurs after the date of Substantial Completion, then the date of final completion shall be used, but in no event shall any statute of repose or limitation begin to run any later than the date HANSON's services are completed or terminated.

13. Dispute Resolution: In an effort to resolve any conflicts that arise during the design and construction of this Project or following completion of this Project, the CLIENT and HANSON agree that all disputes between them arising out of or relating to this

Agreement or this Project shall be submitted to nonbinding mediation.

14. Authority and Responsibility: HANSON shall not guarantee the work of any Contractor or Subcontractor, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, and shall not be responsible for safety in, on, or about the job site or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms or other work aids.

15. Right of Entry: CLIENT shall provide for HANSON's right to enter property owned by CLIENT and/or others in order for HANSON to fulfill the scope of services for this Project. CLIENT understands that use of exploration equipment may unavoidably cause some damage, the correction of which is not the responsibility of HANSON.

16. Utilities: CLIENT shall be responsible for designating the location of all utility lines and subterranean structures within the property line of the Project. CLIENT agrees to waive any claim against HANSON, and to defend, indemnify and hold harmless from any claim or liability for injury or loss arising from HANSON or other persons encountering utilities or other man-made objects that were not called to HANSON's attention or which were not properly located on plans furnished to HANSON. CLIENT further agrees to compensate HANSON for any time or expenses incurred by HANSON in defense of any such claim, in accordance with HANSON's prevailing fee schedule and expense reimbursement policy.

17. Job Site: Services performed by HANSON during construction will be limited to providing assistance in quality control and to deal with questions by the CLIENT's representative concerning conformance with drawings and specifications. This activity is not to be interpreted as an inspection service, a construction supervision service, or guaranteeing the Contractor's performance. HANSON will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs. HANSON will not be responsible for the Contractor's obligation to carry out the work in accordance with the Contract Documents. HANSON will not be considered an agent of the owner and will not have authority to direct the Contractor's work or to stop work.

18. Opinions of Cost: Since HANSON has no control over the cost of labor, materials or equipment or over a Contractor's method of determining prices, or over competitive bidding or market conditions, its opinions of probable Project cost or construction cost for this Project will be based solely upon its own experience with construction, but HANSON cannot and does not guarantee that proposals, bids or the construction cost will not vary from its opinions of probable costs. If the CLIENT wishes greater assurance as to the construction cost, he shall employ an independent cost estimator.

19. Shop Drawing Review: CLIENT agrees that HANSON's review of shop drawings, when such review is included in the scope of services, shall be solely for their conformance with HANSON's design intent and conformance with information given in the construction documents. HANSON shall not be responsible for any aspects of a shop drawing submission that affect or are affected by the means, methods, techniques, sequences and operations of construction, safety precautions and programs incidental thereto, all of which are the Contractor's responsibility. The Contractor will be responsible for lengths, dimensions, elevations, quantities and coordination of the work with other trades. CLIENT warrants that the Contractor shall be made aware of his responsibilities to review shop drawings and approve them in these respects before submitting them to HANSON.

20. Record Drawings: CLIENT agrees that HANSON's preparation of record drawings, when such preparation is included in the scope of services and such preparation is based on information furnished by the Contractor and/or other third parties, will be made under the assumption that all furnished information is reliable and that HANSON cannot and does not warrant the accuracy of the furnished information. In the event that the scope of services additionally provides for HANSON to conduct surveys, investigations, and field measurements to collect or verify the information needed for the record drawings, HANSON will conduct such services with the standard of care as set forth in these General Conditions

21. Confidentiality: Each party shall retain as confidential, all information and data furnished to it by the other party which are designated in writing by such other party as confidential at the time of transmission, and are obtained or acquired by the receiving party in connection with this Agreement,

and said party shall not disclose such information to any third party.

22. Third Party Beneficiaries: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or HANSON. HANSON's services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against HANSON because of this Agreement or the performance or nonperformance of services hereunder. CLIENT and HANSON agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this Project to carry out the intent of this provision.

23. Severability: If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.

24. Survival: Notwithstanding completion or termination of the Agreement for any reason, all rights, duties, obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

25. Entire Agreement: This Agreement is the entire Agreement between the CLIENT and HANSON. It supersedes all prior communications, understandings and agreements, whether written or oral. Both parties have participated fully in the preparation and revision of this Agreement, and each party and its counsel have reviewed the final document. Any rule of contract construction regarding ambiguities being construed against the drafting party shall not apply in the interpreting of this Agreement, including any Section Headings or Captions. Amendments to this Agreement must be in writing and signed by both CLIENT and HANSON.

26. Modification to the Agreement: CLIENT or HANSON may, from time to time, request modifications or changes in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of HANSON's compensation, to which CLIENT and HANSON mutually agree shall be incorporated in this Agreement by a written amendment to the Agreement.

27. Governing Law: This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

RESOLUTION NO. 08-19

**RESOLUTION AUTHORIZING AGREEMENT WITH
BAILEY NICHOLS and MORGAN NICHOLS**

WHEREAS, the Village of Morton has requested that Bailey Nichols and Morgan Nichols ("Property Owners") dedicate the property described in Exhibit A; and

WHEREAS, the Village of Morton desires to enter into an agreement with the Property Owners for the dedication of the right-of-way.

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 agreement with Bailey Nichols and Morgan McNeill (Property Owners) in the form attached as Exhibit A is hereby approved.

2. That the President of the Board of Trustees and Village Clerk are authorized to execute the agreement on behalf 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 _____, 2018; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 2018.

President

ATTEST:

Village Clerk

AGREEMENT FOR DEDICATION OF RIGHT OF WAY

THIS AGREEMENT is made between the VILLAGE OF MORTON, an Illinois municipal corporation ("Morton"), and Bailey Nichols and Morgan Nichols ("Property Owner");

WITNESSETH:

WHEREAS, Morton has requested that Property Owner dedicate to Morton the property described in Exhibit A (the "Property"); and

WHEREAS, Property Owner is willing to dedicate the Property on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

1. Within ten (10) days of the execution of this Agreement, Property Owner shall dedicate the Property to Morton, by execution of the Deed of Dedication in the form and substance as attached to this Agreement as Exhibit B.
2. Execution of this Agreement, following authorization by the Corporate Authorities of the Village of Morton shall constitute acceptance of the dedication of the Property by Morton.
3. Property Owner agrees to convey the Property by gift to Morton and hereby waives payment by Morton to Property Owner of any consideration for said gift.
4. Morton agrees that it shall install a sidewalk along, over and across the property shown on Exhibit A. Said sidewalk shall be constructed in

accordance with the requirements of the Americans with Disabilities Act and shall be completed not later than October 31, 2019 at the sole and exclusive expense of the Village. This paragraph shall survive the transfer of the Property from Property Owner to Morton.

5. This Agreement shall be binding upon the heirs, executors, administrators and assigns of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this 4th day of September, 2018.

Morton

Property Owner

VILLAGE OF MORTION, an
Illinois municipal corporation

Bailey Nichols

By: _____
President

Morgan Nichols

Attest:

By: _____
Village Clerk

R.O.W. DESCRIPTION
(Part of P.I.N. 06-06-20-302-005)

A PART OF SUBLOT NO. 11 AS SHOWN ON THE PLAT RECORDED IN PLAT BOOK "H" PAGE 205 IN THE TAZEWELL COUNTY RECORDER'S OFFICE AND THE EAST 20 FEET OF EVEN WIDTH OF LOTS 1 AND 2 IN PRAIRIE VIEW ESTATES ADDITION, ALL IN PART OF THE SOUTH HALF OF SECTION 20, TOWNSHIP 25 NORTH, RANGE 3 WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 1 IN SAID PRAIRIE VIEW ESTATES ADDITION;
THENCE NORTH 02 DEGREES 47 MINUTES 04 SECONDS WEST, 22.00 FEET TO THE POINT OF BEGINNING;

FROM THE POINT OF BEGINNING, THENCE CONTINUING NORTH 02 DEGREES 47 MINUTES 04 SECONDS WEST, 1.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF S.B.I. ROUTE 9 (IL RT 98); (NEXT 4 COURSES ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE) THENCE NORTH 87 DEGREES 22 SECONDS 59 MINUTES EAST, 96.53 FEET; THENCE NORTH 85 DEGREES 24 MINUTES 11 SECONDS EAST, 46.02 FEET; THENCE NORTH 02 DEGREES 37 MINUTES 01 SECONDS WEST, 5.41 FEET; THENCE NORTH 87 DEGREES 22 MINUTES 59 SECONDS EAST, 107.46 FEET TO THE WEST LINE OF TRACT 3 AS RECORDED IN BOOK 460 PAGE 312 IN THE TAZEWELL COUNTY RECORDER'S OFFICE; THENCE SOUTH 02 DEGREES 47 MINUTES 04 SECONDS EAST, ALONG SAID WEST LINE OF TRACT 3, 8.00 FEET; THENCE SOUTH 87 DEGREES 22 MINUTES 04 SECONDS WEST, 250.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.024 ACRES, MORE OR LESS.

This Document Prepared By

And Please Return to:

Davies McGrath Law Office P.C.
Attorney for Village of Morton
1600 S 4TH AVE, STE 137
MORTON, IL 61550-3407
(309) 266-6211

DEED OF DEDICATION

THIS INDENTURE WITNESSETH, that the Grantors, BAILEY NICHOLS and MORGAN NICHOLS (f/k/a Morgan McNeill), **DEDICATE** for public use to the VILLAGE OF MORTON, a Municipal Corporation, County of Tazewell, and State of Illinois, the following-described real estate, to-wit:

A PART OF SUBLOT NO. 11 AS SHOWN ON THE PLAT RECORDED IN PLAT BOOK "H" PAGE 205 IN THE TAZEWEILL COUNTY RECORDER'S OFFICE AND THE EAST 20 FEET OF EVEN WIDTH OF LOTS 1 AND 2 IN PRAIRIE VIEW ESTATES ADDITION, ALL IN PART OF THE SOUTH HALF OF SECTION 20, TOWNSHIP 25 NORTH, RANGE 3 WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWEILL COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 1 IN SAID PRAIRIE VIEW ESTATES ADDITION; THENCE NORTH 02 DEGREES 47 MINUTES 04 SECONDS WEST, 22.00 FEET TO THE POINT OF BEGINNING;

FROM THE POINT OF BEGINNING, THENCE CONTINUING NORTH 02 DEGREES 47 MINUTES 04 SECONDS WEST, 1.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF S.B.I. ROUTE 9 (IL RT 98); (NEXT 4 COURSES ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE) THENCE NORTH 87 DEGREES 22 SECONDS 59 MINUTES EAST, 96.53 FEET; THENCE NORTH 85 DEGREES 24 MINUTES 11 SECONDS EAST, 46.02 FEET; THENCE NORTH 02 DEGREES 37 MINUTES 01 SECONDS WEST, 5.41 FEET; THENCE NORTH 87 DEGREES 22 MINUTES 59 SECONDS EAST, 107.46 FEET TO THE WEST LINE OF TRACT 3 AS RECORDED IN BOOK 460 PAGE 312 IN THE TAZEWEILL COUNTY RECORDER'S OFFICE; THENCE SOUTH 02 DEGREES 47 MINUTES 04 SECONDS EAST, ALONG SAID WEST LINE OF TRACT 3, 8.00 FEET; THENCE SOUTH 87 DEGREES 22 MINUTES 04 SECONDS WEST, 250.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.024 ACRES, MORE OR LESS.

P.I.N.: Part of 06-06-20-302-005



situated in Tazewell County, in the State of Illinois, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Subject to general real estate taxes for 2017 and thereafter and all valid easements, restrictions, reservations, conditions and covenants of record.

IN TESTIMONY WHEREOF, the said Grantors have set their had and seals this _____ day of _____, 2018.

Bailey Nichols

Morgan Nichols

AFFIX TRANSFER TAX STAMP OR Exempt under provisions
of 35 ILCS 205/31-45(_____)

DATE Buyer, Seller Representative

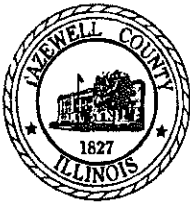
STATE OF ILLINOIS)
COUNTY OF TAZEWELL) SS.

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that Bailey Nichols and Morgan McNeill, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed, and delivered said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial seal this _____ day of _____, 2018.

Notary Public

**Mail Tax Statement To: Village of Morton
120 N. Main St.
P.O. Box 28
Morton, IL 61550**



COUNTY OF TAZEWELL
DEPARTMENT OF COMMUNITY DEVELOPMENT

Kristal Bachman, Community Development Administrator

Sent Via Electronic Mail

August 16, 2018

Mr. Roger Spangler – rspangler@morton-il.gov
Village of Morton Zoning
P.O. Box 28
Morton, IL 61550

Dear Mr. Spangler:

Attached you will find descriptions of the Zoning Case(s) as listed below which may be located within one and one-half miles of the corporate limits of Morton to be considered by the Tazewell County Zoning Board of Appeals on **Wednesday, September 5, 2018**. The hearing will be conducted at the Tazewell County Justice Center, located at 101 S. Capitol Street, Pekin, Illinois.

The case(s) are as follows:

Case No. 18-39-Z Richard Winkler

Case No. 18-46-S Morton Solar, LLC

Your comments are extremely important to the Zoning Board in their decision making, therefore even though you may have no comment, the Zoning Board would greatly appreciate a response with regards to the above case(s) prior to the above mentioned Public Hearing Date.

If you have need for additional information regarding any of the above case(s), please do not hesitate to contact my office.

Thank-you for your cooperation regarding this matter.

Respectfully

Kristal Bachman
Community Development Administrator

KB/mk

Enclosure

CASE INFORMATION

CASE NO.: 18-39-Z PETITIONER: Richard Winkler

AGENT OR REPRESENTATIVE: _____

ADDRESS: 18844 Springfield Rd., Groveland, IL 61535 PHONE: 309-648-9070

REQUEST FOR: Rezone property from A-1 Agriculture Preservation to a R-1 Low Density Residential District.

P.I.N.# PT. OF 05-05-26-100-001 PARCEL SIZE 3.08 PRESENT ZONING: A-1

SURROUNDING ZONING: N R-1/A-1 S R-1/A-1 E A-1 W R-1

PETITION RECEIVED: 7/24/18 CASE ORIGIN: By Petitioner

REMARKS: ASSISTANT STATES ATTORNEY: _____

AGENCIES NOTIFIED AND COMMENTS MADE:

PLANNER: _____

HEALTH DEPT.: _____

TCSWCD: _____

TCFB: _____

COUNTY HIGHWAY: _____

MUNICIPALITY: _____

TOWNSHIP: _____

IDOT: _____

SCHOOL DISTRICT: _____

SURROUNDING PROPERTY OWNERS: _____

PUBLICATION DATE: _____ WHERE: _____

ACTION TAKEN:

ZONING BOARD OF APPEALS: _____ DECISION: _____

LAND USE COMMITTEE: _____ DECISION: _____

COUNTY BOARD: _____ DECISION: _____

TAZEWELL COUNTY COMMUNITY
DEVELOPMENT
APPLICATION FOR ZONING HEARING

PETITION FOR:

- ☒ Map Amendment
☐ Text Amendment

1. Applicant and Owner Information:

Applicant:

Name: Richard W. Winkler
Address: 18844 Springfield Rd.
City, State: GROVELAND IL 61535
Phone: 309/648-9070
(daytime contact)

Owner:

Name: ERWIN G. TOWNE
Address: 127 TERRACE LN.
City, State: EAST PEORIA IL 61611
Phone: 309-258-9876
(daytime contact)

Email: seadog26@AH.Net Email: ALLIARS242@GMAIL.COM

The property interest of the applicant, if not the owner: Purchaser of Property

2. Site and Surrounding Property Information:

- a. 911 Address or property location of subject property: 18844 SPRINGFIELD RD
GROVELAND IL 61535
- b. Correct Legal Description and Property Identification Number: (Attach an additional sheet if necessary - a copy of the legal description may be obtained from the Recorder of Deeds Office - 1st floor, McKenzie Building)
Current Zoning: AG Property ID Number: 25-05-26-100-001
Proposed Parcel Size/Acreage: 3.08 to be rezoned Productivity Rate of site: Part of
Legal Description: SEC 26 T25NR4W LOT 14 ADJ TRACT NW
1/4

- c. Describe all existing structures, physical attributes and current land use of the property: 2050 SQ FT 3BED Home-24x24 DETACHED GARAGE 40X80
METAL BLD
- d. Previous Special Use/Variance requested for this property? ☒ No ☐ Yes-Case No. _____

2. a. Petitioner is seeking a Map Amendment to have the subject property rezoned from a AG
Zoning District to a LIGHT RESIDENTIAL Zoning District.
- b. Provide an Explanation of why the request is being made: TO SEPARATE THE
PARCEL INTO TWO SALEABLE PARCELS

4. a. Is the subject property located within one half mile of a livestock operation? ☐ Yes ☒ No

A **livestock feeding operation** is defined by the Tazewell County Zoning Code as: Any new or existing operation which stables or confines and feeds or maintains for a total of 45 days or more in any 12-month period a combination of at least fifty (50) animal units, or its equivalency. *(Contact the Tazewell County Farm Bureau Office at (309) 347-3165 for assistance if you are uncertain regarding location of active livestock feeding operations.)

Staff Use Only:

Date Filed: 7-24-18 CASE NO. 18-39-Z

Filing Fee: 450.- Publication Fee: _____

ZBA Hearing Date: 9-5-18

County Board Decision Date: _____

☐ APPROVED ☐ DENIED ☐ OTHER _____

5. When evaluating Amendment requests the following Standards are considered by The Zoning Board of Appeals. Please provide how your application conforms to the following: (attached an additional sheet if necessary)

a. Explain how the Rezoning/Amendment will not be detrimental to the orderly development of Tazewell County. _____

THE REZONING TO LIGHT RESIDENTIAL CONFORMS TO CURRENT TRENDS

b. Explain how the Rezoning/ Amendment will not be detrimental to or endanger the public health, safety, morals or general welfare of Tazewell County. BENEFICIAL TO CURRENT PLANS FOR

THE AREA

c. Explain how the request is consistent with existing uses of property within the general area. _____

AS STATED ABOVE

d. Explain how the request is consistent with the zoning classifications of property within the general area. _____

THIS AREA IS MOVING TOWARD LIGHT RESIDENTIAL

e. Explain why the property is not suitable for the uses permitted under the **existing** zoning classification. _____

IT IS REQUIRED BY THE COUNTY THAT THIS ACTION IS TAKEN

f. Explain why the property is suitable for the uses permitted under the **proposed** zoning classification. _____

AS PROPOSED BY TAZEWELL COUNTY PLANNING

g. Explain the trend of development, or changes, if any, within the general area of the property in question which may have taken place since the property was placed in its present zoning classification. _____

MOVING IN THE LIGHT RESIDENTIAL DIRECTION

h. Is the proposed map amendment is within one and one half miles of a municipality with an adopted Comprehensive Plan. If yes, give the name of the municipality. GRAVELAND TOWNSHIP

i. Explain how the proposed amendment is consistent with the goals, objectives, and policies of the Comprehensive Plan. THE CURRENT TREND IN THE AREA IS

TOWARD LIGHT RESIDENTIAL

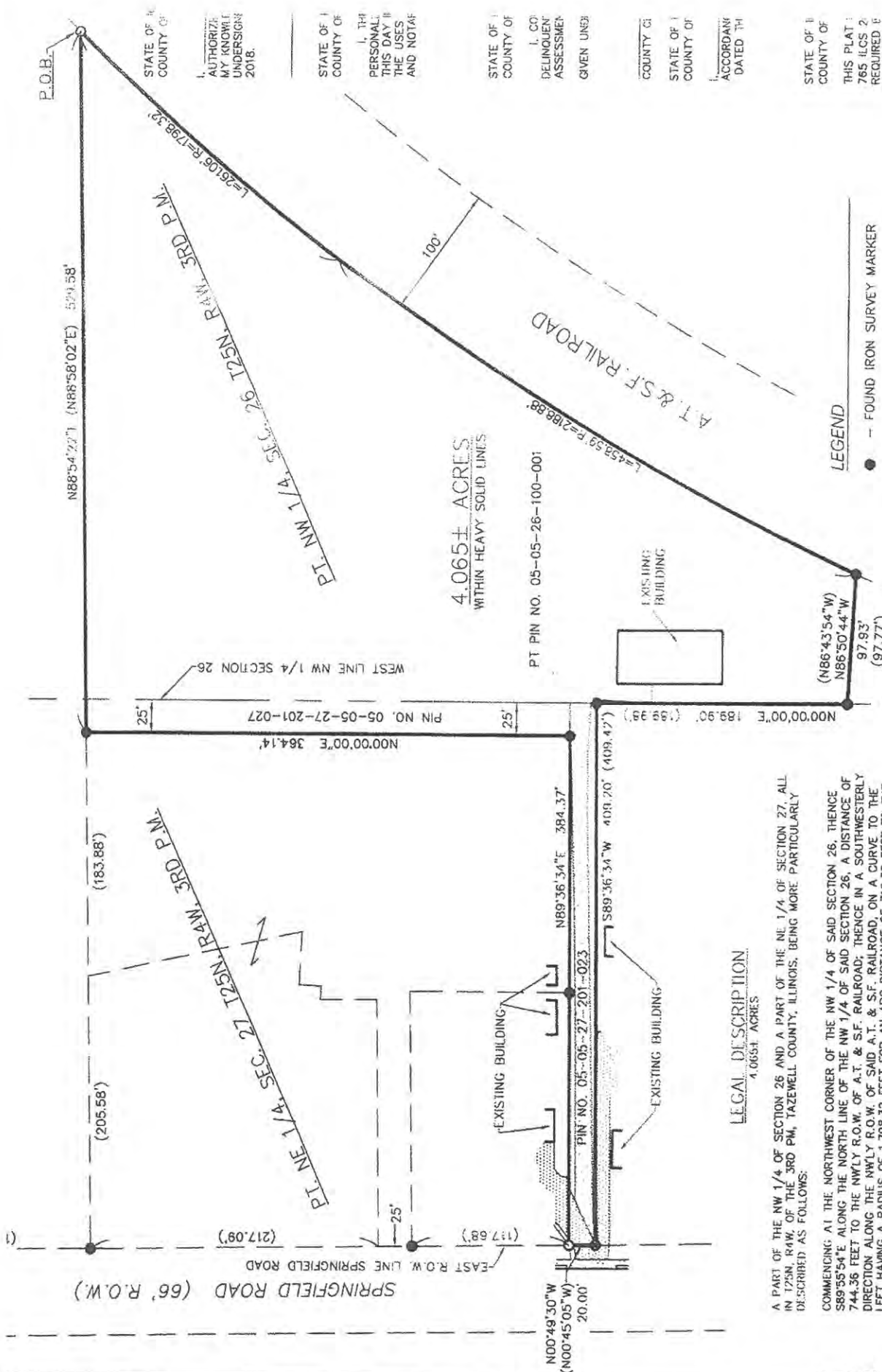
6. **Signature:** I (we) certify hereby acknowledges that all the information contained in this application and accompanying documents are true and correct to the best of my (our) knowledge.

Applicant Signature: Richard Winkler

Owner Signature: [Signature]

Date: 07/24/2018

Date: 7/24/2018



LEGAL DESCRIPTION
4.065± ACRES

A PART OF THE NW 1/4 OF SECTION 26 AND A PART OF THE NE 1/4 OF SECTION 27, ALL IN T25N, R4W, OF THE 3RD PM, TAZEWELL COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

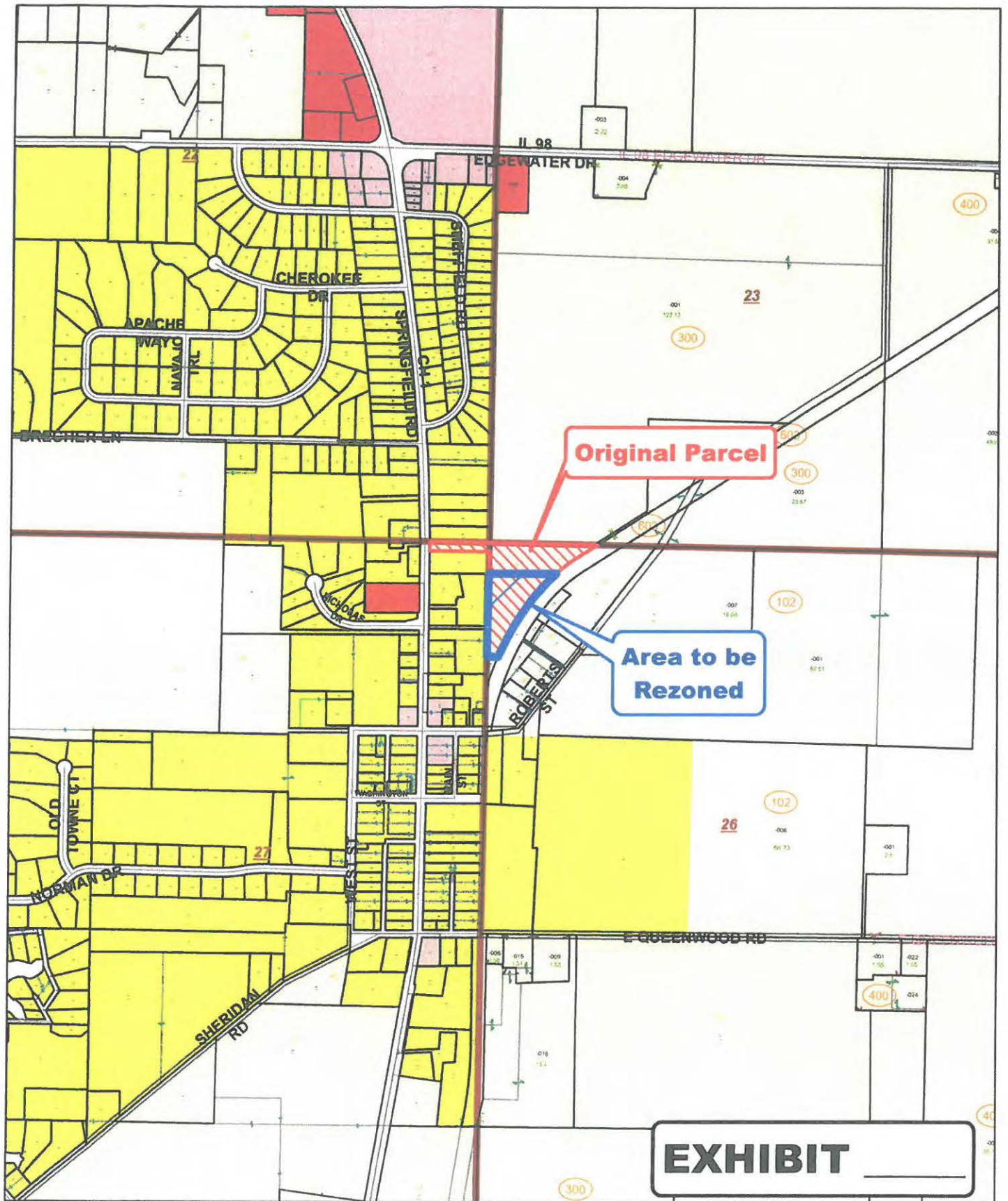
COMMENCING AT THE NORTHWEST CORNER OF THE NW 1/4 OF SAID SECTION 26, THENCE S89°55'54"E ALONG THE NORTH LINE OF THE NW 1/4 OF SAID SECTION 26, A DISTANCE OF 744.36 FEET TO THE NWLY R.O.W. OF A.T. & S.F. RAILROAD; THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE NWLY R.O.W. OF SAID A.T. & S.F. RAILROAD, ON A CURVE TO THE LEFT HAVING A RADIUS OF 1,708.35 FEET AND AN ARC DISTANCE OF 210.00 FEET TO THE

LEGEND
● - FOUND IRON SURVEY MARKER

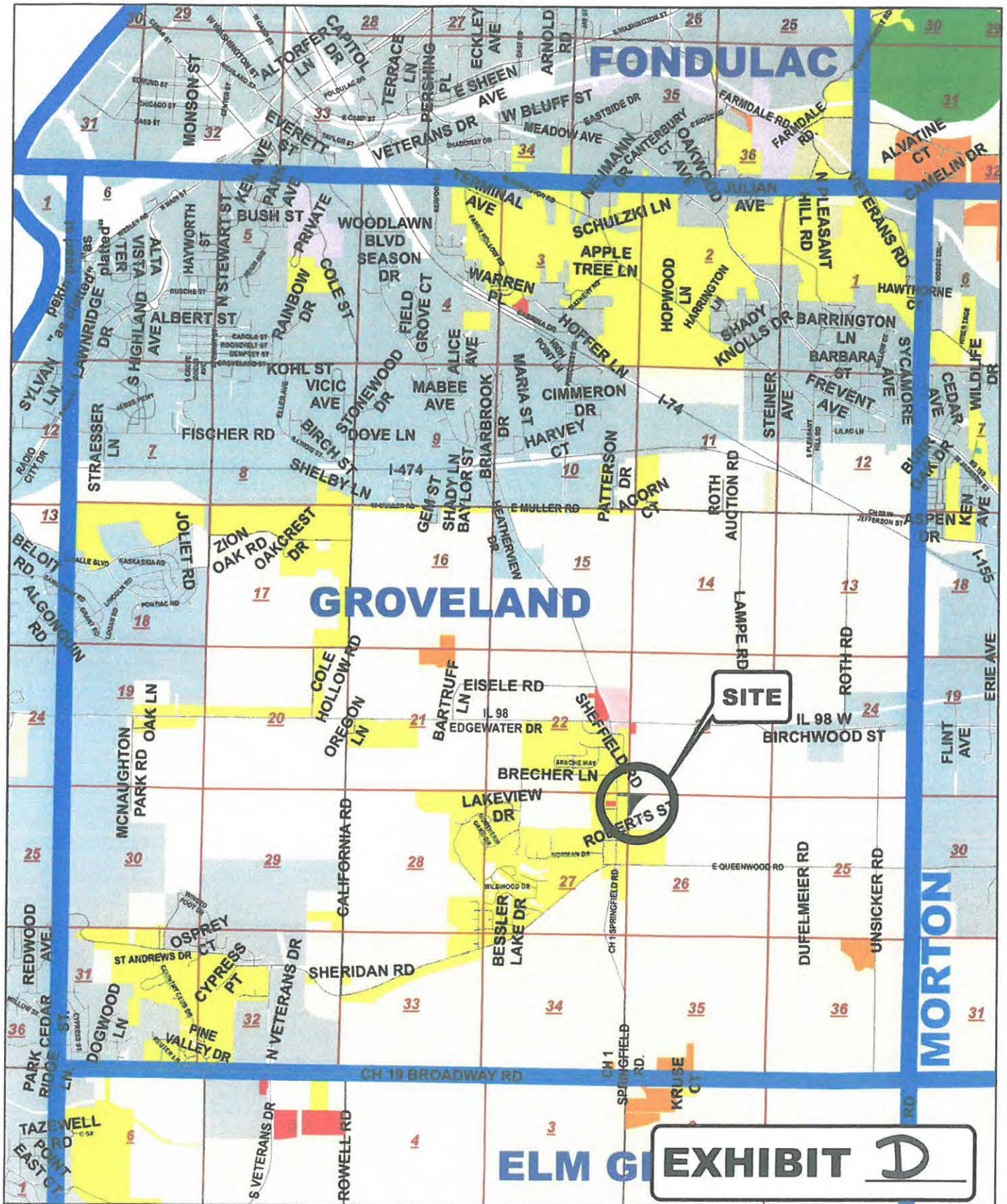
STATE OF ILLINOIS
COUNTY OF TAZEWELL
I, THE UNDERSIGNED, JAMES A. HARRIS, J.P.
STATE OF ILLINOIS
COUNTY OF TAZEWELL
I, THE UNDERSIGNED, JAMES A. HARRIS, J.P.
STATE OF ILLINOIS
COUNTY OF TAZEWELL
I, THE UNDERSIGNED, JAMES A. HARRIS, J.P.
STATE OF ILLINOIS
COUNTY OF TAZEWELL
I, THE UNDERSIGNED, JAMES A. HARRIS, J.P.

EXHIBIT A





0 235 470 940 1,410 1,880 Feet



0 1,300 2,600 5,200 7,800 10,400 Feet

Zoning District

A-1 C-1 CITY I-1 R-1 R-R
AG Area A-2 C-2 CONS I-2 R-2

CASE INFORMATION

CASE NO.: 18-46-S **PETITIONER:** Morton Solar LLC

AGENT OR REPRESENTATIVE: Josh Bushinsky, Trajectory Energy Partners, LLC

ADDRESS: PO Box 310, Highland Park, IL 60035 **PHONE:** 650-906-6289

REQUEST FOR: Special Use to allow for the construction of a (2) Mega Watt Commercial Solar Farm in an I-1 Light Industrial District

P.I.N.# 06-06-15-100-002 **PARCEL SIZE** 16 +/- acres utilized **PRESENT ZONING:** I-1

SURROUNDING ZONING: N I-1 S A-1 E I-1 W A-2

PETITION RECEIVED: 7/30/18 **CASE ORIGIN:** By Petitioner

REMARKS: ASSISTANT STATES ATTORNEY:

AGENCIES NOTIFIED AND COMMENTS MADE:

PLANNER:

HEALTH DEPT.:

TCSWCD:

TCFB:

COUNTY HIGHWAY:

MUNICIPALITY:

TOWNSHIP:

IDOT.:

SCHOOL DISTRICT:

SURROUNDING PROPERTY OWNERS:

PUBLICATION DATE: **WHERE:**

ACTION TAKEN:

ZONING BOARD OF APPEALS: **DECISION:**

LAND USE COMMITTEE: **DECISION:**

COUNTY BOARD: **DECISION:**

**TAZEWELL COUNTY COMMUNITY
DEVELOPMENT**

APPLICATION FOR ZONING HEARING

PETITION FOR:

- ☐ Special Use (New Dwelling Site)
☒ Special Use (Other)

1. Applicant and Owner Information:

Applicant:

Name: Morton Solar, LLC
Address: P.O. Box 310
City, State: Highland Park, IL
Phone: 650-906-6289
(daytime contact)
Email: jbushinsky@trajectoryenergy.com

Owner:

Name: See attached application
Address: _____
City, State: _____
Phone: _____
(daytime contact)
Email: _____

The property interest of the applicant, if not the owner: Leasee

2. Site and Surrounding Property Information:

- a. 911 Address or property location of subject property: Tennessee Ave and I-74
- b. Correct Legal Description and Property Identification Number: (Attach an additional sheet if necessary - a copy of the legal description may be obtained from the Recorder of Deeds Office - 1st floor, McKenzie Building)
Current Zoning: I-1 Property ID Number: 06-06-15-100-002
Proposed Parcel Size/Acreage: 16 Soil Productivity Rate of site: _____
Legal Description: SEC 15 T25N R3W SE 1/4 (EX RTE 74) NW 1/4
- c. Describe all existing structures, physical attributes and current land use of the property: No existing structures. Currently in agricultural use
- d. Previous Special Use/Variance requests for this property? ☒ No ☐ Yes—Case No. _____

3. State the Reason For and Nature of the Special Use: Community solar project.

Please see attached application.

- a. Hours of operation: _____ Number of employees: _____
- b. Number of parking spaces: _____ Handicapped: _____ Parking Lot Surface: _____
- c. Signs (size and number of): _____
- d. Number of new buildings to be constructed and proposed use of each building: _____
No new buildings proposed.
- e. Future expansion and time schedule: _____

Staff Use Only:

Date Filed: 7-30-18 CASE NO. 18-463

Filing Fee: _____ Publication Fee: _____

ZBA Hearing Date: 9-5-18

Decision Date: _____

☐ APPROVED ☐ DENIED ☐ OTHER _____

4. **New Dwelling Sites Only:** A livestock feeding operation is defined by the Tazewell County Zoning Code as: Any new or existing operation which stables or confines and feeds or maintains for a total of 45 days or more in any 12-month period a combination of at least fifty (50) animal units, or its equivalency. *(Contact the Tazewell County Farm Bureau Office at (309) 347-3165 for assistance if you are uncertain regarding location of active livestock feeding operations.)

a. Is the property located: (Check appropriate item)

1. Less than one-half (1/2) mile of a livestock feeding operation: ☐ Yes ☒ No

*If less than 1/2 mile is a Variance necessary? ☐ Yes ☐ No

2. More than one-half (1/2) mile of a livestock feeding operation: ☐ Yes ☒ No

b. Type of livestock operation _____ Number of animal units: _____

5. **The Zoning Board of Appeals makes a Finding of Fact for all Special Use. Please provide how your application conforms to the following: (attached an additional sheet if necessary)**

a. The site will be so situated as to minimize adverse effects, including visual impacts on adjacent properties. _____

Please see attached application for responses to Section 5.

b. The establishment, maintenance or operation of the Special Use will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare of the neighboring vicinity. _____

c. The Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted. _____

d. The Special Use will not substantially diminish and impair property value within the neighborhood. _____

e. Adequate utilities, access roads, drainage and other necessary facilities have been or are being provided. _____

f. Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion and hazard on the public streets. _____

g. Granting the special use, *which is located one-half mile or less* from a livestock feeding operation, will not increase the population density around the livestock feeding operation to such levels that would hinder the operation or expansion of such operation or granting the special use, *which is located more than one half mile* from a livestock feeding operation will not hinder the operation or expansion of such operation. _____

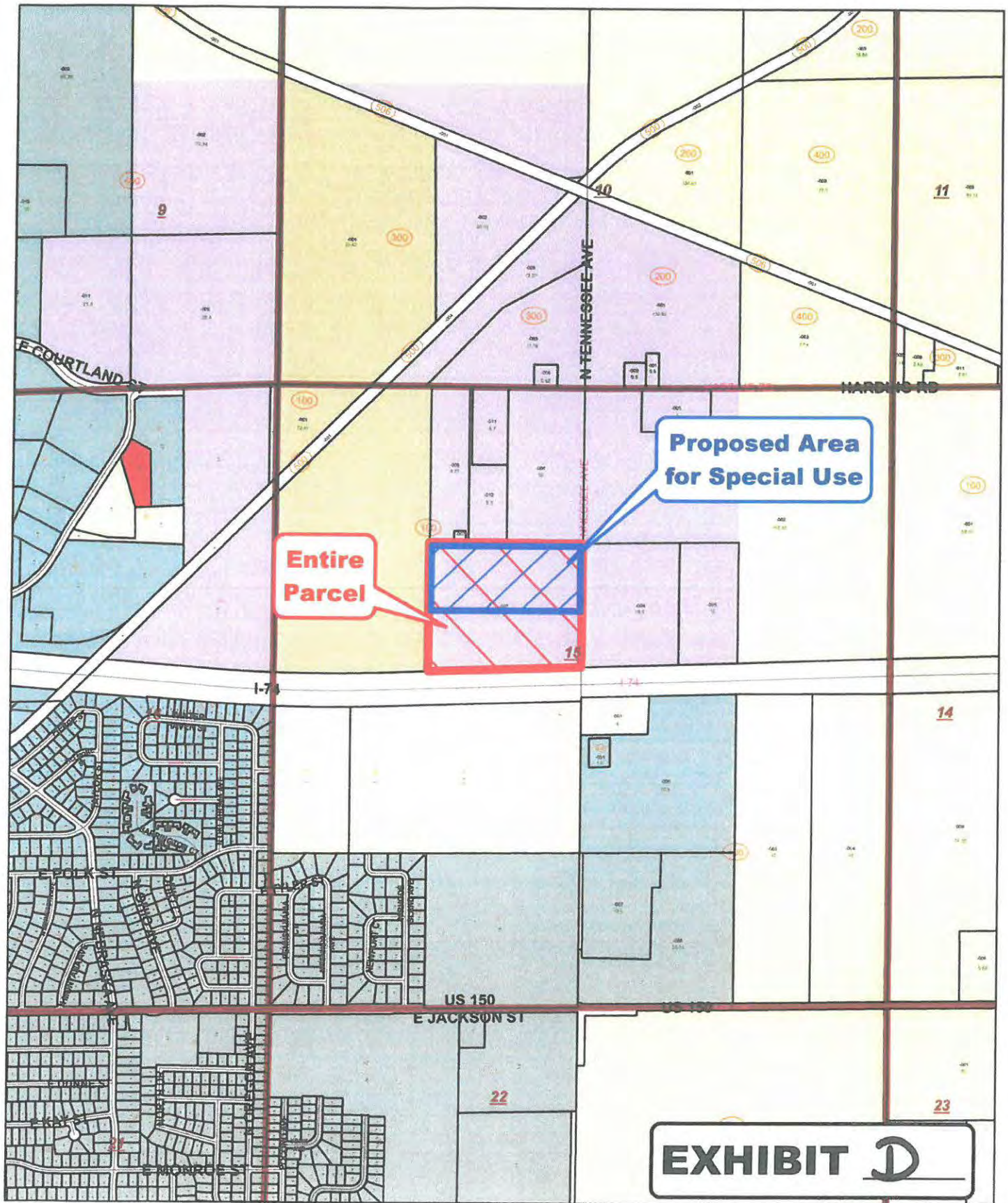
h. The Special Use is consistent with the existing uses of property within the general area of the property in question. _____

i. The property is suitable for the Special Use as proposed. _____

6. **Signature:** I (we) certify that the proposed Special Use will conform to the standards for Special Uses in the Tazewell County Zoning Ordinance and hereby acknowledges that all the information contained in this application and accompanying documents are true and correct to the best of my (our) knowledge.

Applicant Signature: _____ Owner Signature: _____

Date: 7/16/18 Date: See attached Owner's consent



0 295 590 1,180 1,770 2,360 Feet

Zoning District

| | | | | | |
|---------|-----|------|------|-----|-----|
| A-1 | C-1 | CITY | I-1 | R-1 | R-R |
| AG Area | A-2 | C-2 | CONS | I-2 | R-2 |

EXHIBIT C

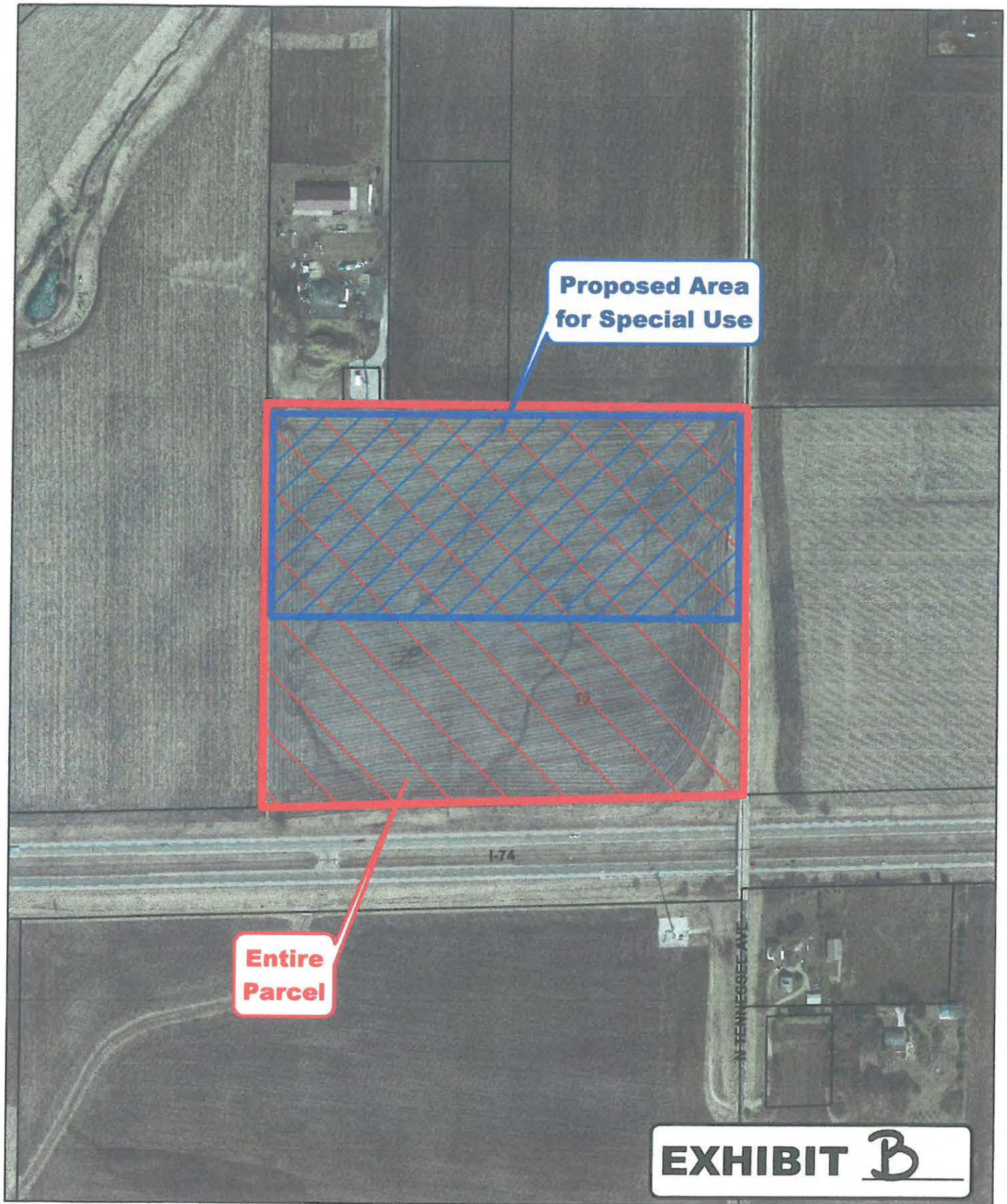


EXHIBIT B



0 95 190 380 570 760 Feet





Morton Solar, LLC

Community Solar Project

Tazewell County Petition for Special Use

PROJECT SUMMARY

Morton Solar, LLC is developing a community solar project on previously cultivated land on an approximately 16.11-acre tract of land located north of Interstate 74 and west of Tennessee Avenue in Peoria County, Illinois. The Morton Solar, LLC community solar project (the "Solar Project") will be located on parcel 06-06-15-100-002 (the "Project Parcel") owned by Glenda Lee Kruse and Sherry Ann Bliss (the "Landowners"). Morton Solar, LLC (the "Applicant") is a limited liability company indirectly owned by Trajectory Energy Partners, LLC ("Trajectory"), a community solar project developer. The Solar Project is described in more detail on the Site Plan set forth in the attached Exhibit A. The Applicant is submitting this Petition for Special Use pursuant to the requirements set forth in the Tazewell County Zoning Ordinance.

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| V. | APPLICANT INFORMATION | 5 |
| VI. | TAZEWELL COUNTY SPECIAL USE PERMIT APPLICATION..... | 6 |
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Exhibit A: Site Plan

Exhibit B: Existing Conditions

Exhibit C: Example Manufacturers Specifications

Exhibit D: EcoCAT Termination

Exhibit E: Owners Consent

Exhibit F: FEMA NHFL and FIRM Maps

Exhibit G: Interconnection Application

Exhibit H: Emergency Response Plan

I. SOLAR PROJECT DESCRIPTION

The Solar Project will consist of equipment to generate electricity from solar energy, including rows of photovoltaic cell panels mounted on posts driven into the ground. The Applicant plans to install the panels in a north-south configuration on a mounting system that will rotate the panels to track the sun throughout the day. The components of the Solar Project will comply with the current edition of the National Electric Code and be UL listed or meet a comparable safety standard. The panels will be designed with an anti-reflective coating to minimize glare from the Solar Project. A chain link fence will enclose all of the panels and electrical equipment on site, which will be accessed via a locked gate. The Solar Project will interconnect with the Ameren grid.

Under Illinois Public Act 99-0906, commonly known as the Future Energy Jobs Act ("FEJA"), the Illinois Power Agency is currently promulgating a set of regulations and incentives to allow the creation of such community solar projects. The Solar Project is intended to be a community solar project under FEJA, which would allow residential and commercial customers to subscribe to the Solar Project. The Solar Project will serve the electricity needs of 300 to 400 homes, and support FEJA's goals of increasing the adoption and availability of renewable energy to Illinois residents and businesses.

The Solar Project will provide economic and environmental benefits to the community. Tazewell County residents and businesses will have an opportunity to subscribe to the Solar Project. These subscribers will support clean energy in their community while benefiting from fixed electricity prices and electricity bill savings. In addition, the Solar Project will create new tax revenues for Peoria County, provide steady income to the Landowners, and generate economic activity through local construction, materials, and services.

The Solar Project will be designed to integrate into the local landscape. Where possible, the Applicant will prioritize pollinator-friendly landscaping, vegetation maintenance that limits runoff, and other management practices that are in keeping with the community, adjacent uses, and the local ecosystem.

The Solar Project is intended to operate for a period of at least 25 years, and will be constructed with solar panels with long-term warranties and very low expected rates of replacement.

IV. ABOUT TRAJECTORY ENERGY PARTNERS

Trajectory Energy Partners, LLC brings together communities, organizations, and land owners to develop clean energy projects that are integrated into the local landscape and community.



V. APPLICANT INFORMATION

The Applicant is a limited liability company, a wholly owned indirect subsidiary of Trajectory Energy Partners, LLC. Jonathan Carson is an Authorized Representative of the Applicant.

Contact information:

Morton Solar, LLC
c/o Trajectory Energy Partners, LLC
Attn: Jon Carson
P.O. Box 310
Highland Park, IL 60035
(312) 882-3713
legal@trajectoryenergy.com

VI. TAZEWELL COUNTY SPECIAL USE PERMIT APPLICATION

Pursuant to Title 7, Chapter 7 of the Zoning Ordinance, the Applicant requests a Special Use Permit for a Solar Energy Generation Facility on the Project Parcel.

Responses to the questions set forth in Section 5 of the Application for Special Use follow:

5. Finding of Fact Responses: Special Use Requirements:

a. The site will be so situated as to minimize adverse effects, including visual impacts on adjacent properties.

The Solar Project is significantly set back from both I-74 and Tennessee Avenue, as well as from any nearby structures. The solar panels will be designed with an anti-reflective coating to minimize glare or reflection. The solar panels will track the sun throughout the day, and together with the anti-reflective coating, their east to west orientation, the neighboring land use and the existing setbacks will prevent direct glare or reflection towards inhabited buildings, roadways, or impacts on avian wildlife.

b. The establishment, maintenance or operation of the Special Use will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare of the neighboring vicinity.

The requested special use will allow the design, construction, and operation of the Solar Project. As described herein, the construction and operation of the Solar Project will have minimal impact on the citizens of the County and the surrounding property. The Solar Project will not have an adverse impact on the public health, and will produce electricity without air pollution. In addition, the Solar Project will not have an adverse impact on the safety, morals, comfort or general welfare for the citizens of the County.

c. The Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted.

The Zoning Ordinance anticipates that Ground Mount solar energy systems will be appropriately located in the I-1 Zoning District. The Project Parcel is situated amongst other parcels that are being used for agricultural purposes, and the Solar Project will not have an adverse impact on those existing activities.

The Solar Project will not affect the existing use and enjoyment of property in the immediate vicinity, nor the values in the neighborhood. The Solar Project will be designed to enclose the solar panels and associated electrical equipment with fencing, and to comply with applicable state and local laws and ordinances designed to maintain the use and enjoyment of adjacent property and to maintain property values. The Solar Project is consistent with the uses contemplated in the current Zoning Ordinance, as well as with the existing and future uses of surrounding property in the district. The operation of the Solar Project will not interfere with the development and improvement of surrounding property for other uses contemplated in the Zoning Ordinance.

d. The Special Use will not substantially diminish and impair property value within the neighborhood.

Property valuation experts from Cohn Reznick have studied the value of properties that adjoin solar farms in Illinois and Indiana and concluded that the solar farms do not adversely affect the property values in either the short or long term.

The study included solar farms in LaSalle and Winnebago Counties in Illinois; as well as Elkhart, Lake, Madison, Marion and Porter Counties in Indiana. Experts analyzed property sale prices and marketability of single family homes and agricultural land that adjoins solar farms and compared this data to comparable properties in the same county. The study also included interviews with county assessors and local real estate professionals, all of whom concluded that solar farms in their area had not impacted property values. Similar research has been conducted in other states across the U.S. and none of these studies have found that solar farms adversely affect nearby property values.

e. Adequate utilities, access roads, drainage and other necessary facilities have been or are being provided.

The Solar Project will be accessed off a gravel road to be constructed on the Project Parcel off of Tennessee Avenue. In addition, the Solar Project includes adequate utilities, access roads, drainage and other necessary facilities, including fencing as described on the Site Plan attached as Exhibit A. The Solar Project will have no permanent buildings or employees on site, and therefore does not require water, waste or sewage facilities. No additional utilities will be required onsite for the Solar Project, including water or waste.

f. Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion and hazard on the public streets.

The active construction period for the Solar Project is expected to begin early Spring 2019, lasting approximately 3 to 6 months. Construction will require trucks no larger than a typical 18-wheeler to deliver materials to the site, and onsite equipment will be used to drive pilings into the ground and install the panels, supports, and tracking equipment. Construction workers and personnel will arrive in pick-up trucks. Typically, solar installations do not require the use of cranes. Construction hours will follow a typical daily construction schedule.

The operations and maintenance of the Solar Project will generate minimal traffic. Because the Solar Project will be continuously monitored electronically off-site, engineers and maintenance technicians will visit the Solar Project a few times a year for routine maintenance and any repairs. Landscaping will be managed regularly during the growing season as described below.

g. Granting the special use, which is located one-half mile or less from a livestock feeding operation, will not increase the population density around the livestock feeding operation to such levels that would hinder the operation or expansion of such operation or granting the special use, which is located more than one half mile from a livestock feeding operation will not hinder the operation or expansion of such operation.

The Solar Project will not create any increase in population density.

h. The Special Use is consistent with the existing uses of property within the general area of the property in question.

As described above, the Solar Project will be well integrated into the existing agricultural use of the property in the general area, and will not interfere with existing activities. Solar farms are a compatible use for the current

i. The property is suitable for the Special Use as proposed.

The Project Parcel is particularly well suited for the development of a community solar farm, due to its current use, topography, access to roadways, and ability to interconnect to the electrical grid given existing utility infrastructure, as well as the alternative productive uses of the land.

VII. SOLAR PROJECT DETAILS

a. Equipment Detail

The Solar Project will consist of equipment to generate electricity from solar energy, including rows of photovoltaic cell panels on a single-axis tracking system, racking, inverters, and perimeter fencing. Support poles will be driven into the ground. Transformers and other electrical equipment will be located on one to two small concrete pads measuring approximately 6' x 10'. Panels will be installed in a north-south configuration on a rotating mounting system that will track the sun throughout the day. The panels will be designed with an anti-reflective coating to minimize glare from the Solar Project and prevent impacts to avian wildlife including birds and bats. The Solar Project is intended to operate for a period of at least 25 years and will be constructed with solar panels and other electrical equipment with long-term warranties and very low expected rates of replacement. See Exhibit C: Manufacturer's Specifications.

The components of the Solar Project will comply with the current edition of the National Electric Code and be UL listed or meet a comparable safety standard. The Solar Project's electrical collection lines will be underground and then brought together for connection to the transmission network rather than directly to a substation. Three on-site poles will convey powerlines to utility-owned poles and on to a proposed interconnection point within the Solar Project's footprint. See Exhibit A: Site Plan.

b. Compliance with Laws

The Solar Project shall be constructed, operated and maintained in compliance with federal, state, and local laws, including with respect to the removal and disposal of solid waste generated thereby.

c. Conformance to Industry and Code Standards/Engineer Certification

The Solar Project will comply with all applicable local and county codes for the electrical, mechanical, and structural components of the facility.

d. Environmental Impact

The Solar Project will comply with all local, state, and federal environmental regulations.

e. Lighting

The Solar Project does not require lighting. No lighting will be installed.

f. Decommissioning

Upon the cessation of operations of the Solar Project, the Applicant will remove the installed Solar Project equipment and restore the site pursuant to its obligations to the Landowner, and will comply with the requirements of any governmental agency respecting the decommissioning and reclamation obligations for the Parcel. In connection with such decommissioning, the Applicant will remove the above-ground structures as well as the installed underground electrical equipment.

g. Special Use Certification

- a. The Applicant is not a corporation, partnership or joint venture.
- b. The Applicant is not doing business under an assumed name.
- c. The Applicant is acting on its behalf.
- d. Morton Solar, LLC is a wholly owned indirect subsidiary of Trajectory Energy Partners, LLC, P.O. Box 310, Highland Park, IL 60035.

h. Special Use Fees

The Applicant has enclosed the filing fee with this application.

VIII. SOLAR ENERGY ZONING ORDINANCE REQUIREMENTS

7 TCC 7-6(f):

(1) Existing Conditions.

Please see attached Exhibit B.

(2) Site Plan.

Please see attached Exhibit A.

(3) Fencing and Weed/Grass Control.

The Solar Project will be enclosed by a 7' chain-link fence, as required by the National Electrical Code. The Solar Project will be accessed from Tennessee Avenue along a dedicated access road and through a gated entrance with a maximum width of 24'.

Landscaping plans include plantings that buffer the residential parcels to the east within the proposed 100' setback along the eastern edge of the Solar Project. Vegetation under and around the Solar Project will be maintained by periodic mowing, inspections, and weed management as appropriate. The Solar Project will add cover vegetation to the site that traditionally been utilized for row crop. In doing so, drainage and runoff is expected to improve through the improved absorption of rain and melting snow and ice. No impervious surfaces will be added to Parcel, with the exception of one to two small concrete pads measuring roughly 6' x 10'. The Solar Project will adhere to the Illinois Environmental Protection Agency (IEPA) Construction Stormwater Permit Requirements.

In addition, the Solar Project will work with the County and the Landowner to specify low-growing grasses or pollinator-friendly plantings to be planted as a buffer around the Solar Project. The pollinator-friendly species are intended to facilitate local pollinator habitat, improve water infiltration, prevent compaction, and control erosion while increasing microbial activity and production of organic matter.

The Applicant will place signs warning of high voltage at the entrance to the solar facility as well as on the base of all pad mounted transformers. In addition, the Solar Project will prominently display a sign providing emergency contact information including the name of the solar facility, address, and the emergency contact telephone numbers for the Solar Project and the Operations and Maintenance contractor.

(4) Manufacturer's Specifications

Please see Exhibit C for sample manufacturer's specifications for the proposed equipment.

(5) Connections and Interconnections.

As described in the Site Plan, the Solar Project will include the necessary electrical interconnection equipment to deliver power generated on site to the utility. An existing, overhead electric line runs along the east side of Tennessee Avenue, and will serve as the Solar Project's interconnection point. Two utility-owned poles located north of the access road and inside the perimeter fence will conduct the power via an overhead electric line to the existing overhead lines on the east side of Tennessee Avenue.

Please see Exhibit G for the interconnection application.

(6) Setbacks

- a. As set forth in the Site Plan attached at Exhibit A, the Solar Project complies with road setbacks in the underlying zoning district.
- b. As set forth in the Site Plan attached at Exhibit A, the Solar Project complies with the side and rear setbacks for the underlying zoning district for principal structures.
- c. As set forth in the Site Plan attached at Exhibit A, the Solar Project complies with the residential setback requirement.

(7) Aviation Protection

The Solar Project is not within 500 feet of an airport or within approach zones of an airport.

(8) Fire Protection

Please see Exhibit H for a sample Emergency Response Plan.

(9) Endangered Species and Wetlands.

The Illinois Department of Natural Resources' Ecological Compliance Assessment Tool (EcoCAT) consultation has been terminated with respect to the Solar Project site. See Exhibit D: EcoCAT Terminat.

YARD WASTE DISPOSAL PROGRAM FALL 2018

Open: *Wednesday, Oct. 17 – Sunday, Nov. 25*

8:00 A.M. – 5:00 P.M. daily (Wednesday – Sunday)

*Closed on Mondays and Tuesdays &
Closed on Thurs., Nov. 22 and Fri., Nov. 23 for Thanksgiving*

VILLAGE OF MORTON RESIDENTS ONLY: Free yard waste disposal is available at Sewage Treatment Plant #2, 2625 S. Fourth (at the corner of S. Fourth and Broadway Rd.). *Verification of name & address required.*

The program is "self-serve" as it has been in the past. A fenced area at STP#2 will be designated for yard waste disposal. Assistance will not be provided for removal or dumping of landscape waste, so please plan accordingly.

The following regulations and limitations must be met:

- 1) Only leaves, grass clippings, and tree branches (no greater than 5' in length or 4" in diameter), and any associated landscape waste will be accepted.
- 2) No paper or plastic bags will be allowed for disposal.
- 3) Neither landscaping timber (railroad ties) nor construction lumber is allowed.
- 4) No commercial enterprise may deposit landscape waste at this site.
- 5) "Root mass" from trees, bushes, or shrubbery is not allowed.
- 6) No pet waste, household garbage or plant containers of any kind at this site.
- 7) No yard waste is to be left outside the designated fenced area.
- 8) Video surveillance will take place during the program.

Please follow, or help us police these rules to ensure the continued operation of this free yard waste disposal program for all citizens of Morton.

Remember that it is a violation of Village ordinances to deposit landscape and yard waste on Village property (in the streets, in Prairie and Bull Run Creeks, down storm sewers, etc.), and that open burning of landscape waste or any kind of garbage is prohibited within the Village limits.



HYDRANT FLUSHING

Village of Morton employees will begin the semi-annual hydrant flushing program starting on **Monday, September 24, 2018**, weather permitting. Flushing operations will be conducted continuously for approximately three (3) weeks. Residents in affected areas may notice a brief drop in water pressure, as well as some discoloration of the water. Daily information regarding flushing patterns may be found on Comcast channel 22, i3 channel 23, and www.morton-il.gov.