

AGENDA
REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE VILLAGE OF MORTON, ILLINOIS
MONDAY, APRIL 6, 2020 – 7:00 P.M.

REMOTE ONLY MEETING

LINK TO JOIN ZOOM MEETING:

<https://zoom.us/j/375127440>

PHONE DIAL-IN OPTION:

DIAL (253) 215-8782 MEETING ID: 375 127 440#

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. PUBLIC HEARING**
- IV. PRESENTATIONS AND SPECIAL REPORTS**
- V. PUBLIC COMMENT**
 - A. Public Comments
 - B. Requests for Removal of Items from the Consent Agenda
- VI. CONSENT AGENDA**
 - A. Approval of Minutes
 - 1. Regular Meeting – March 16, 2020
 - B. Approval of Bills.
- VII. CONSIDERATION OF ITEMS REMOVED FROM THE CONSENT AGENDA**
- VIII. VILLAGE PRESIDENT**
- IX. VILLAGE CLERK**
- X. VILLAGE ADMINISTRATOR**
- XI. CHIEF OF POLICE**
- XII. CORPORATION COUNSEL**
 - A. Ordinance 20-27 - An Ordinance Authorizing Purchase of 221 E. Harrison St., Morton IL.
- XIII. DIRECTOR OF FIRE AND EMERGENCY SERVICES**
- XIV. DIRECTOR OF PUBLIC WORKS**
 - A. Acceptance of Bids for Water Distribution Materials from Core & Main (Washington, IL) in the Amount of \$42,777.00.
- XV. ZONING AND CODE ENFORCEMENT OFFICER**
 - A. Ordinance 20-26 - An Ordinance Making Amendments Regarding Building Permits and Inspection Fees to Title 4 of the Morton Municipal Code.
- XVI. VILLAGE TRUSTEES**
 - A. Trustee Blunier
 - B. Trustee Leitch
 - C. Trustee Leman
 - D. Trustee Menold
 - E. Trustee Newman
 - F. Trustee Parrott
- XVII. CLOSED SESSIONS**
- XVIII. CONSIDERATION OF MATTERS ARISING FROM CLOSED SESSIONS**
- XIX. ADJOURNMENT**

**VILLAGE BOARD OF TRUSTEES
REGULAR MEETING
7:00 P.M., MARCH 16, 2020**

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

PUBLIC HEARING – None.

PRESENTATIONS – None.

PUBLIC COMMENT – Leigh Ann Brown from the Morton Chamber of Commerce and Economic Development Council gave an update noting that the Chamber offices are closed to the public with the coronavirus situation, but employees are there every day collecting information and resources to share out to businesses and the community. The public can find information being updated frequently on the Chamber website, Facebook, etc. She encouraged everyone to support local businesses during this time by whatever means are available.

CONSENT AGENDA

- A. Approval of Minutes.
 - 1. Regular Meeting – March 2, 2020
 - 2. Closed Session – March 2, 2020
- B. Approval of Bills
- C. Resolution 31-20 - IDOT Resolution for Improvement Under the Illinois Highway Code

Trustee Leitch moved to approve the Consent Agenda with an amendment to the closed session minutes from March 2, 2020 reflecting a correction to a roll call that had included Trustee Menold listed, however he was not in attendance. Motion was seconded by Trustee Parrott and approved with the following roll call vote:

Yes: Blunier, Leitch, Leman, Menold, Newman, Parrott – 6.
No: None.
Absent: None.

VILLAGE ADMINISTRATOR – Administrator Smick presented the Fiscal Year 2021 Final Budget for approval. Trustee Newman moved to approve. Motion was seconded by Trustee Parrott and approved with the following roll call vote:

Yes: Blunier, Leitch, Leman, Menold, Newman, Parrott – 6.
No: None.
Absent: None.

Administrator Smick then requested a transfer from the General Fund to the Motor Fuel Tax Fund of \$262,894.79. She noted that this is to reimburse the Motor Fuel Tax Fund for road salt as well as a few other projects from the past. Trustee Leitch moved to approve. Motion was seconded by Trustee Parrott and approved with the following roll call vote:

Yes: Blunier, Leitch, Leman, Menold, Newman, Parrott – 6.
No: None.
Absent: None.

CHIEF OF POLICE

Chief Hilliard announced that because of the coronavirus distancing guidelines, the DEA Drug Takeback that had been scheduled for April 25 has been cancelled. He noted that Alwan Pharmacy has a drop off that the public can use.

CORPORATION COUNSEL

Attorney McGrath presented Ordinance 20-25 - An Ordinance Amending Chapter 4 of Title 12 of the Morton Municipal Code to Provide Amendments Regarding Local States of Emergency. He gave an overview of the Ordinance and noted that this was brought about by a recommendation from the Illinois Municipal League that local municipalities review and update their ordinances governing local states of emergency. He explained that this ordinance would replace the existing language with more thorough and detailed/clarifying language. There was considerable discussion regarding many aspects of the Ordinance. Trustee Newman moved to table the Ordinance. Motion was seconded by Trustee Blunier – the motion to table was not approved after the following roll call vote:

Yes: Blunier, Newman, Parrott – 3.
No: Leitch, Leman, Menold, Kaufman – 4.
Absent: None.

After the motion to table the Ordinance was not approved, Trustee Leman moved to amend the Ordinance by striking Paragraph 7 from Title 12, Chapter 4, Section 4 regarding “discontinuance of selling, distributing, dispensing, or giving away of any firearms or ammunition of any character whatsoever”. Motion was seconded by Trustee Parrott and was approved with the following roll call vote:

Yes: Blunier, Leitch, Leman, Newman, Parrott – 5.
No: Menold – 1.
Absent: None.

After the amendment of Ordinance 20-25, Trustee Newman moved to approve the amended Ordinance. Motion was seconded by Trustee Leman and was approved with the following roll call vote:

Yes: Blunier, Leitch, Leman, Menold, Newman, Parrott – 6.
No: None.
Absent: None.

DIRECTOR OF PUBLIC WORKS

DPW Loudermilk presented Ordinance 20-24 - An Ordinance Making Amendments Regarding Construction Engineering Inspection Services to Title 11, Chapter 3 of the Morton Municipal Code. He read the Ordinance and noted that this would avoid a conflict of interest for the owner or developer to hire an inspection. The Village will now hire the inspector. Trustee Newman moved to approve. Motion was seconded by Trustee Parrott and approved with the following roll call vote:

Yes: Blunier, Leitch, Leman, Menold, Newman, Parrott – 6.
No: None.
Absent: None.

DPW Loudermilk then presented Resolution 32-20 - IDOT Resolution Appropriating Motor Fuel Tax Funds for Annual Overlay Project. He noted that this authorizes funds for inspection and construction and is reflected in the budget that was passed earlier in the meeting. Trustee Leitch moved to approve. Motion was seconded by Trustee Leman and approved with the following roll call vote:

Yes: Blunier, Leitch, Leman, Menold, Newman, Parrott – 6.

No: None.

Absent: None.

DPW Loudermilk then gave an update on the Spring 2020 Yardwaste Disposal Program as well as the Semi-Annual Hydrant Flushing.

VILLAGE TRUSTEES

BLUNIER – Nothing to report.

LEITCH – Nothing to report.

LEMAN – Nothing to report.

MENOLD – Nothing to report.

NEWMAN – Nothing to report.

PARROTT – Nothing to report.

ADJOURNMENT TO EXECUTIVE SESSION

With no action expected to be taken following the executive session for the purpose of discussing the purchase of real property per 5 ILCS 120/2(c)(5). Trustee Newman moved to adjourn to Executive Session. Motion was seconded by Trustee Menold and approved with the following roll call vote:

Yes: Blunier, Leitch, Leman, Menold, Newman, Parrott – 6.

No: None.

Absent: None.

ADJOURNMENT

Upon returning from Executive Session, the Clerk determined the same members present. With no further business to come before the Board, Trustee Leitch moved to adjourn. Motion was seconded by Trustee Parrott and followed by a unanimous voice vote.

ATTEST:

PRESIDENT

VILLAGE CLERK

ORDINANCE NO. 20-27

AN ORDINANCE AUTHORIZING PURCHASE OF 221 E. HARRISON ST., MORTON IL

WHEREAS, Kari L. Cap and Nathan Cap are the owners of certain real property commonly known as 221 E. Harrison St., Morton, Illinois (hereinafter “Subject Property”), and

WHEREAS, the Subject Property is located at the intersection of E. Harrison St and N. Third Ave., in close proximity to the Morton Junior High School; and

WHEREAS, the Village of Morton desires to widen its N. Third Ave. right of way along the east side of the Subject Property; and

WHEREAS, the Village of Morton believes other traffic improvements may be necessary to improve traffic safety near the Morton Junior High School, which traffic improvements can be facilitated through ownership of the Subject Property; and

WHEREAS, for the aforesaid reasons, the Village of Morton desires to buy and Kari L. Cap and Nathan Cap are willing to sell the Subject Property to the Village of Morton on the terms and conditions more particularly set forth in the agreement attached hereto as exhibit A.

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

SECTION 1. That the contract to purchase real estate attached hereto as Exhibit A is hereby ratified and approved.

SECTION 2. That the President of the Board of Trustees, Village Clerk and Corporation Counsel are authorized and directed to sign all such instruments as may be necessary to effectuate the purchase

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 _____, 2020; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 2020.

President

ATTEST:

Village Clerk

CONTRACT FOR THE SALE OF REAL ESTATE

THIS IS INTENDED TO BE A LEGAL DOCUMENT. AN ATTORNEY AT LAW SHOULD
BE CONSULTED PRIOR TO THE EXECUTION OF THIS DOCUMENT

THIS CONTRACT is entered into between Nathan Cap and Kari L. Cap, hereinafter referred to as **SELLER**, and Village of Morton, hereinafter referred to as **BUYER**, who agree as follows:

1. **DESCRIPTION, PRICE AND PAYMENT:** That SELLER sells the following described real estate, to-wit:

Lot 32 in Moschel & Ackerman addition to the Village of Morton, situated
in Tazewell County, Illinois.

And with common addresses of 221 E. Harrison St., Morton IL

PIN: 06-06-16-308-011

EXACT LEGAL DESCRIPTION TO BE FURNISHED AFTER TITLE
COMMITMENT IS RECEIVED AND WILL BE BASED ON TITLE COMMITMENT.

with improvements commonly located thereon, to BUYER, who agrees to pay **\$158,000.00** therefore in the manner following: \$5,000.00 (down payment inclusive of earnest money) upon the execution of this Agreement:

 X

(a) To be held in escrow until closing;

(b) To be delivered to SELLER, receipt of which is hereby
acknowledged.

and the remainder as required by the closing agent on or before April 7, 2020 and on receipt of deed.

2. **EVIDENCE OF TITLE:** That not less than 14 days before closing, BUYER will obtain at BUYER's expense a written commitment from a title insurance company duly authorized to do business in Illinois, showing title to said premises subject only to matters to which this sale is subject by the terms hereof and to the customary exceptions contained in owners policies issued by such company. If written commitment discloses defects in title other than matters to which this sale is subject by the terms hereof and the customary exceptions in such policies, then SELLER shall have until date for delivery of deed to correct such defects. Owners' title policy, in amount of the purchase price for said premises, will be paid for by the BUYER and issued to BUYER after delivery of deed.
3. **DEED AND POSSESSION:** That SELLER will cause fee simple title to said real estate to be conveyed to BUYER, or to such party as BUYER may direct, by Warranty Deed.

SELLER shall deliver possession to BUYER by, on or before May 7, 2020 of the home, and on or before May 31, 2020 of the garage and shed/car port. SELLER shall pay all owners' association(s) dues and/or assessments, and water, sewer, and public utility service charges incurred for improvements on said real estate up to the time when possession passes to BUYER.

4. **INSURANCE**: This contract is subject to the State of Illinois Uniform Vendor and Purchaser Risk Act (765 ILCS 65/1), which provides, in general, that SELLER shall bear the risk of loss until transfer of possession or receipt of deed, whichever occurs first.
5. **TAXES**: Real estate taxes shall not be prorated. BUYER shall take title to the Premises subject to the lien for unpaid real estate taxes for the year 2019 due and payable in 2020, and for all subsequent years.
6. **ENCUMBRANCES**:
 - (a) Mortgage, if any, shall be satisfied out of the purchase price and released when deed is delivered. SELLER'S obligation to obtain mortgage release shall continue until release is obtained and recorded.
 - (b) Easements and building or use restrictions of record, and provisions of zoning and building ordinances, if any, none of which shall be considered as rendering title unmerchantable or unacceptable, provided same are not violated by the existing improvements or the use thereof or BUYER's intended use thereof.
7. **PERSONAL PROPERTY**: That the purchase price expressed above includes the following items which pass to BUYER for no additional consideration in an "AS IS" condition with no warranty or guarantee of any kind: None
8. **INSPECTIONS**:
 - A. ENVIRONMENTAL INSPECTIONS: BUYER may, at his expense, have the property inspected by a reputable consultant. Said inspections may include but are not limited to a Phase I Environmental Audit. Any such inspection(s) and/or audit(s) shall be at the sole cost and expense of BUYER. In the event that the inspection(s) and/or audit(s) reveal any matters that cause BUYER to desire not to purchase the property, BUYER may withdraw from the terms and conditions of this contract and receive a complete refund of the earnest money. BUYER shall notify SELLER of any such withdraw in writing by on or before April 1, 2020.
 - B. FINAL INSPECTION: BUYER shall have the right to make a final inspection of the property immediately prior to settlement to verify that its condition has not deteriorated from the date the BUYER last inspected the property prior to the execution of this Contract, ordinary wear and tear excepted.
9. **SELLER'S WARRANTIES**: SELLER hereby provides the following information concerning the property that is the subject matter of this contract:

(a) No work has been done upon, or materials furnished, to the premises, which could give rise to a lien or liens under the Mechanic's Lien laws of the State of Illinois.

(b) The property that is the subject of this contract is sold "AS IS" with no warranties or guarantees of any kind. The property has been inspected by BUYER and BUYER is satisfied with its existing condition. The purchase price that has been agreed upon reflects the fact that the property has been sold "AS IS," subject to BUYER's inspection rights set forth in Paragraph 8.

10. **ADDITIONAL PROVISIONS:** The following provisions form a part of this contract unless deleted by mutual agreement of the parties hereto:

(a) Unless otherwise agreed, both SELLER and BUYER agree to comply with the requirements of the Real Estate Settlement Procedures Act; and SELLER shall pay all State, County, and local, if any, tax stamps due as a result of this sale.

(b) When used in this instrument, unless the contract requires otherwise, words importing the masculine gender include the feminine words importing the singular number include plural and words importing the plural number include singular.

(c) It is mutually agreed by and between the parties hereto, that the covenants and agreements, herein contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties, and that time is of the essence of this contract.

(d) SELLER shall execute at closing a standard SELLER'S Affidavit on the form approved by the Peoria County Bar Association with environmental representations consistent with this contract. SELLER'S Affidavit will be prepared and provided by BUYER or BUYER'S attorney to SELLER. If a term or provision in the standard SELLER'S Affidavit differs from the actual terms and provisions of this contract or any amendments, the terms of SELLER'S Affidavit will be modified to conform with the terms and provisions as provided for in this contract.

(e) BUYER's obligations hereunder shall be contingent upon BUYER entering into a contract to purchase certain real property commonly known as 209 E. Harrison St., 213 E. Harrison St., and 217 E. Harrison St., Morton Illinois within 7 days for the date of this agreement. In the event BUYER is unable to satisfy the aforesaid contingency, BUYER shall have the option at BUYER's election to terminate this agreement by providing written notice of BUYER's election within 3 days of the expiration of the aforesaid 7 day period. In the event BUYER fails to give written notice to SELLER within the aforesaid 3 day period, BUYER shall be deemed to have waived this contingency. In the event BUYER exercises its contingency and terminates this agreement as aforesaid, the earnest money in the amount of \$5,000.00 shall be paid to SELLER and shall be retained by SELLER.

(f) SELLER shall be permitted to remove from the Premises door knobs and ceiling fans, without the advanced consent of BUYER. SELLER may, with the consent of BUYER, remove other fixtures from the Premises prior to closing.

(g) Section or paragraph headings, or lack thereof, that may be used in various places throughout this Contract are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this Contract or any of its provisions. To the extent there is deemed to be any conflict between the headings and/or numbers, and the text of this Contract, the text shall control.

(h) SELLER shall provide reasonable access to BUYER and BUYER'S representative(s) for purposes of inspection(s) and appraisal(s).

11. **ATTORNEYS' FEES AND EXPENSES**: Should either SELLER or BUYER be required to incur attorneys' fees, costs and/or expenses (including expenses of litigation) as a result of the other party's failure to perform any obligation pursuant to the terms of this contract, then the party so failing to perform shall be liable to the other party for any reasonable attorneys' fees, costs and expenses (including expenses of litigation) incurred by the other party. This provision shall survive closing and delivery of deeds.
12. **NOTICES, ETC.**: That abstracts, title commitments, communications or notices with referenced to in this contract may be delivered by or to the parties or their respective attorneys as shown on the first page hereof.
13. **SETTLEMENT**: That closing shall be held at the office of BUYER'S closing agent.
14. **DEFAULT**: In the event that either party should breach this agreement, the other party may provide any and all remedies provided by law.
15. **ESCROWEE**: The parties agree that McGrath Law Office, P.C. is hereby designated as Escrowee for the purposes of any Escrow created or hereafter required in connection with this Contract. The escrow conditions are as follows:
 - A. Escrowee shall deposit into escrow the down payment pursuant to the terms of this Contract until closing and not release said funds except with the agreement of all parties, or an order entered by a court of competent jurisdiction
 - B. Additional conditions: The parties waive the conflict of interest that McGrath Law Office, P.C. may have in acting as both Escrow Agent and Attorney for BUYER
16. **RADON DISCLOSURE**: BUYER acknowledges receipt of a radon pamphlet provided by the IEMA entitled "Radon Testing Guidelines for Real Estate Transactions". Further, the BUYER acknowledges receipt of the Illinois Disclosure of Information form on Radon Hazards prior to executing this contract. SELLER hereby certifies that the information contained in this disclosure is accurate as of the date SELLER signs this contract. BUYER agrees to buy the property that is the subject of this contract with full knowledge of all the information set forth within the Disclosure of Information on Radon Hazards previously furnished to BUYER.
17. **LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS**:

A. Check one of the following sub-sections, 1, 2, or 3:

- 1) _____ The improvements on the real estate subject to this Contract were built after 1977. No risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards is required.
- 2) X The improvements on the real estate subject to this Contract were built before 1978, but BUYER has knowingly and voluntarily waived the right to conduct a risk assessment or inspection for the presence of lead-based paint and lead-based paint hazards. (Disclosure Statement attached hereto and made apart hereof by this reference.)
- 3) _____ This Contract is contingent upon a risk assessment or inspection of the property for the presence of lead-based paint and/or lead-based paint hazards at BUYER'S expense until 5:00 p.m. on the tenth (10th) calendar day after the effective date of this Contract. This contingency will terminate at the aforesaid predetermined deadline unless BUYER delivers to SELLER a written notice listing the specific existing deficiencies and corrections needed, together with a copy of the inspection and/or risk assessment report. SELLER may, at SELLER'S option, within two (2) days of delivery of the notice, elect, in writing, whether to correct the condition(s) prior to the final time of settlement of this Contract. If SELLER will correct the condition(s), SELLER shall furnish BUYER with certification from a risk assessor or inspector demonstrating that the condition(s) has been remedied before the final date of settlement. If SELLER does not elect to make the repairs or remediation, or if SELLER makes a counter-offer, BUYER shall have two (2) days to respond to the counter-offer or remove this contingency and take the property with whatever lead-based paint and/or lead-based paint hazards exist; otherwise, this Contract shall become null and void, and SELLER shall return the down payment to BUYER. BUYER may remove this contingency at any time without cause. (See the Disclosure Statement attached hereto and made a part hereof by this reference.)

B. Unless Paragraph A (1) above is checked, indicating subject premises were built after 1977, BUYER acknowledges receipt of a federal lead information pamphlet and the form entitled "Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards" and information, if any, possessed by SELLER concerning the presence of lead paint on the property as required by the Federal Residential Lead-Based Paint Hazard Reduction Act.

18. **ENTIRE AGREEMENT**: This Contract represents the entire agreement of the parties. Any prior written or oral agreements of the parties regarding the transaction that is the subject of this Contract merge with and are superseded by this Contract. No covenants, agreements, representations or warranties of any kind have been made by any party or agent of a party to this Contract, except as specifically set forth herein. The parties expressly acknowledge that they have not relied on any prior or contemporaneous oral or written representations or statements in connection with this Contract, except as expressly

set forth herein. Any modifications of the terms of this Contract must be in writing and signed by both parties, in the absence of which the terms of this Contract shall govern.

**The remainder of this page is intentionally left blank.
(Signature page follows)**

**THIS IS INTENDED TO BE A LEGAL DOCUMENT. AN ATTORNEY AT LAW
SHOULD BE CONSULTED PRIOR TO THE EXECUTION OF THIS DOCUMENT.**

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and seals
to several counterparts of this Agreement, of equal effect.

DATED BY BUYER: _____, 20____.

THIS CONTRACT WILL BE DEEMED EFFECTIVE AS OF THE LAST DATE SIGNED.

BUYER:

Village of Morton

By: _____
Jeffrey L. Kaufman, Village President

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**THIS IS INTENDED TO BE A LEGAL DOCUMENT. AN ATTORNEY AT LAW
SHOULD BE CONSULTED PRIOR TO THE EXECUTION OF THIS DOCUMENT.**

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and seals
to several counterparts of this Agreement, of equal effect.

DATED BY SELLER: _____, 20____.

THIS CONTRACT WILL BE DEEMED EFFECTIVE AS OF THE LAST DATE SIGNED.

SELLER:

Nathan Cap

Kari L. Cap

[The remainder of this page is intentionally left blank]

WATER DISTRIBUTION MATERIALS BID TAB

March 17, 2020 @ 10:00am

ITEM NUMBER	DESCRIPTION	REMARKS	UNIT	QUANTITY	Core & Main		Ferguson Waterworks	
					UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
BID A - Polyethylene (HDPE) Water Pipe & Fittings								
1	8" (IPS) HDPE - (PE 4710 SDR 11.0) 160 psi - Water Pipe (50' Lengths)	Approved manufacturer: Performance Pipe, WL Plastics, JM Eagle	FOOT	1,000	\$ 7.91	\$ 7,910.00	\$ 7.74	\$ 7,740.00
2	6" (IPS) HDPE - (PE 4710 SDR 11.0) 160 psi - Water Pipe (50' Lengths)	Approved manufacturer: Performance Pipe, WL Plastics, JM Eagle	FOOT	1,800	\$ 4.67	\$ 8,406.00	\$ 4.57	\$ 8,226.00
3	8" IPS Electro Fusion Couplings part # 10000361	Preferred Georg Fisher Central or approved equal	EACH	8	\$ 70.00	\$ 560.00	\$ 70.07	\$ 560.56
4	8" x 6" IPS HDPE Butt Fusion Tee	Preferred Georg Fisher Central or approved equal	EACH	2	\$ 165.00	\$ 330.00	\$ 202.765	\$ 405.53
5	8" x 6" IPS HDPE Fabricated Parallel Tee 8" run 24"-30" lgth. / cntr. of 6" 90 el. Branch 20"-24" to cntr. of 8" run	Preferred Georg Fisher Central or approved equal	EACH	2	\$ 446.00	\$ 892.00	\$ 414.835	\$ 829.67
6	6" Butt Fusion 90 el.	Preferred Georg Fisher Central or approved equal	EACH	2	\$ 40.00	\$ 80.00	\$ 33.35	\$ 66.70
7	8" Butt Fusion 22-1/2 el.	Preferred Georg Fisher Central or approved equal	EACH	2	\$ 110.00	\$ 220.00	\$ 210.71	\$ 421.42
8	8" Butt Fusion 11-1/4 el.	Preferred Georg Fisher Central or approved equal	EACH	2	\$ 84.00	\$ 168.00	\$ 188.60	\$ 377.20
	TOTAL for BID A =					\$ 18,566.00		\$ 18,627.08
BID B - Water Main Materials - Hydrants & Valves								
1	8" MJ Res. Seat Valve - Open Left with (Uni-Flange UFR1400-CA-x-RB-U) Accessories	Valves must meet Village of Morton standards - American Flow Control Series 2500-1 is approved under this standard	EACH	2	\$ 945.00	\$ 1,890.00	\$ 883.00	\$ 1,766.00
2	8" MJ Res. Seat Valve - Open Left with (ALPHA Restrained Joint Ends)	Valves must meet Village of Morton standards - American Flow Control Series 2500-1 is approved under this standard	EACH	1	\$ 975.00	\$ 975.00	\$ 925.00	\$ 925.00
3	6" MJ Res. Seat Valve - Open Left with (Uni-Flange UFR1400-CA-x-RB-U) Accessories	Valves must meet Village of Morton standards - American Flow Control Series 2500-1 is approved under this standard	EACH	2	\$ 595.00	\$ 1,190.00	\$ 566.00	\$ 1,132.00
4	5 1/4" WB67-250 Waterous PACER 4"-6" bury w/ vented hose cap & 6" MJ shoe (Uni-Flange UFR1400-CA-x-RB-U) Accessories	Hydrants must meet Village of Morton standards. Waterous WB67-250 is the only Hydrant approved in Morton	EACH	3	\$ 1,900.00	\$ 5,700.00	\$ 1,817.00	\$ 5,451.00
5	5 1/4" WB67-250 Waterous PACER 5'-0" bury w/ vented hose cap & 6" MJ shoe w/ (Uni-Flange UFR1400-CA-x-RB-U) Accessories	Hydrants must meet Village of Morton standards. Waterous WB67-250 is the only Hydrant approved in Morton	EACH	4	\$ 1,950.00	\$ 7,800.00	\$ 1,857.00	\$ 7,428.00
	TOTAL for BID B =					\$ 17,555.00	*	\$ 16,702.00
BID C - Water Main Materials								
1	5 1/4" Valve Box - Bottom Section (Cast Iron) length 36"		EACH	8	\$ 70.00	\$ 560.00		
2	5 1/4" Valve Box - Bottom Section (Cast Iron) length 26"		EACH	10	\$ 70.00	\$ 700.00		
3	5 1/4" Valve Box Lids Marked "WATER"		EACH	16	\$ 20.00	\$ 320.00		
4	Ford 5' bury Curb Box Part# EA2-50-40-24R	1" upper section w/ pentagon center plug	EACH	25	\$ 60.00	\$ 1,500.00		

WATER DISTRIBUTION MATERIALS BID TAB

March 17, 2020 @ 10:00am

ITEM NUMBER	DESCRIPTION	REMARKS	UNIT	QUANTITY	Core & Main		Ferguson Waterworks	
					UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
5	Ford Curb Box Bases Part# CB-7	large arch pattern adapter	EACH	5	\$ 28.00	\$ 140.00	NO BID	
6	8" Domestic C-110 MJ Accessory Kit w/ 6 x 3/4 Fluorocarbon T-Bolts & Nuts		EACH	8	\$ 90.00	\$ 720.00		
7	6" Domestic C-110 MJ Accessory Kit w/ 5 x 3/4 Fluorocarbon T-Bolts & Nuts		EACH	8	\$ 70.00	\$ 560.00		
8	6" MJ DI 90 degree ell	with (Uni-flange UFR1400-CA-x-RB-U) Accessories	EACH	4	\$ 208.00	\$ 832.00		
9	8" MJ DI 90 degree ell	with (Uni-flange UFR1400-CA-x-RB-U) Accessories	EACH	2	\$ 287.00	\$ 574.00		
10	6" x 12" MJ Solid Sleeve	with (Uni-flange UFR1400-CA-x-RB-U) Accessories	EACH	2	\$ 195.00	\$ 390.00		
11	6" Ford Uni-Flange MJ Restraints UFR 1400-CA-x-RB-U		EACH	4	\$ 55.00	\$ 220.00		
12	8" Ford Uni-Flange MJ Restraints UFR 1400-CA-x-RB-U		EACH	2	\$ 70.00	\$ 140.00		
TOTAL for BID C =							\$ 6,656.00	\$ -
Total (Bids A, B & C):							\$ 42,777.00	\$ 35,329.08

* Bid B submitted by Ferguson Waterworks was rejected as the material for mechanical joint restraints did not meet the specifications. Per specifications, alternate materials were to be approved prior to bidding. They were notified by Paul Uhlman that their bid would be rejected.

Checked By:

Approved By:

Paul 3/17/20
P. K. U. 3-17-2020

ORDINANCE NO. 20-26

**AN ORDINANCE MAKING AMENDMENTS REGARDING BUILDING PERMITS AND
INSPECTION FEES TO 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 Morton Municipal Code provides for building inspection and permit fees; and

WHEREAS, the Corporate Authorities of the Village of Morton in exercise of the power reserved to them wish to amend the fee schedule for building inspection and permit fees;

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MORTON:

SECTION I: Paragraph (A) of Section 4-1-3 of the Morton Municipal Code is hereby deleted in its entirety and replaced with a new Paragraph (A) of Section 4-1-3, which shall be as follows:

4-1-3: FEES:

(A) Building permit fees shall be imposed as follows:

1. Flat fees for certain permits shall be as follows for the following projects:

<u>Project</u>	<u>Permit Fee</u>
Deck	\$50
Fence	\$50
Patio	\$50
Pergola	\$50
Sign	\$50
Ground Mount Solar Panel	\$150
Roof Mount Solar Panel	\$150
Storage Building	\$50
Above Ground Swimming Pool	\$50
In-Ground Swimming Pool	\$200

2. All other fees for building permits shall be based upon the following schedule:

<u>Cost of Project</u>	<u>Permit Fee</u>
Up to \$1,000.00	\$15.00
\$1,000.01 to \$5,000.00	\$30.00
\$5,000.01 to \$50,000.00	\$30.00 plus \$3.50 per \$1,000.00 over \$5,000.00

\$50,000.01 to \$100,000.00	\$187.50 plus \$2.50 per \$1,000.00 over \$50,000.00
\$100,000.01 to \$500,000.00	\$312.50 plus \$2.00 per \$1,000.00 over \$100,000.00
Over \$500,000.01	\$1,112.50 plus \$1.50 per \$1,000.00 over \$500,000.00
Zoning Permit	\$20.00

SECTION II: Paragraph (E) of Section 4-1-3 of the Morton Municipal Code is hereby deleted in its entirety and replaced with a new Paragraph (E) of Section 4-1-3, which shall be as follows:

- (E) In addition to the above fees, there shall be due and owing to the Village of Morton a building inspection fee for building code inspections conducted by the Village of Morton or its agent or authorized representative. The building inspection fee for single family residential construction shall be calculated at a rate of \$0.25 per finished square foot, excluding garage or basement area, with a minimum inspection fee of \$50.00. The building inspection fee for commercial, industrial or multi-family residential construction shall be calculated at a rate of \$2.00 per \$1,000.00 of construction costs for the first \$1,000,000.00 in construction costs and thereafter \$1.00 per \$1,000.00 of construction costs, with a minimum inspection fee of \$50.00. The applicant for a building permit shall be required to produce to the Village of Morton verification deemed satisfactory to the Village of Morton of the construction costs, such as a copy of the bid documents or a copy of the general contractor's contract.

SECTION III: Paragraph (B) of Section 4-1-6 of the Morton Municipal Code is hereby amended by inserting a new subparagraph (4) which shall be as follows:

4-1-6: COMPLETION OF WORK:

- (A) Permits issued for new building construction or expansion shall require the completion of the exterior of the building(s) and all other exterior improvements specified in the building permit and approved drawing as follows:

3. Notwithstanding the provisions of subparagraphs 1 through 3 above, for all projects described in section 4-1-3(A)(1) one hundred eighty (180) days from the permit issue date,

SECTION IV: Chapter 1 of Title 4 of the Morton Municipal Code is hereby amended by inserting a new section 4-1-12 which shall be as follows:

4-1-12: REINSPECTIONS:

If a scheduled inspection is to be cancelled, the owner of the property or the contractor must contact the zoning department at least two (2) hours prior to the scheduled inspection time. All inspections not cancelled at least two (2) hours before the scheduled inspection time shall be charged a re-inspection fee. The re-inspection fee shall be as follows:

1st re-inspection request\$ 50.00
2nd re-inspection request.....\$ 75.00
3rd re-inspection request\$100.00
4th re-inspection request..... \$125.00

SECTION IV: If any section or part of this Ordinance is held invalid, it shall not affect the validity of the remainder of this Ordinance.

SECTION V: 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 _____, 2020; and upon roll call the vote was as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

APPROVED this _____ day of _____, 2020.

ATTEST:

President

Village Clerk