

**AGENDA**  
**REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE VILLAGE OF MORTON, ILLINOIS**  
**7:00 P.M.**  
**MONDAY, JUNE 7, 2021**  
**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
    - 1. Morton Park District
  - B. Requests for Removal of Items from the Consent Agenda
- VII. CONSENT AGENDA**
  - A. Approval of Minutes
    - 1. Regular Meeting – May 17, 2021
  - B. Approval of Bills
- VIII. CONSIDERATION OF ITEMS REMOVED FROM THE CONSENT AGENDA**
- IX. VILLAGE PRESIDENT**
  - A. Ordinance 22-02 – An Ordinance Making Amendments Regarding Liquor Licenses For Outdoor Events To Chapter 8 Of Title 3 Of The Morton Municipal Code
- X. VILLAGE CLERK**
- XI. VILLAGE ADMINISTRATOR**
  - A. Business Sustainability Grant - Round 2
- XII. CHIEF OF POLICE**
- XIII. CORPORATION COUNSEL**
- XIV. DIRECTOR OF FIRE AND EMERGENCY SERVICES**
  - A. Permission To Bid Fire Apparatus
- XV. DIRECTOR OF PUBLIC WORKS**
  - A. Main St. road closure under I-74 between Nebraska Ave. and Harding Road beginning Mon., June 14 through mid-July, 2021.
  - B. Acceptance of Professional Services Agreement for the design of lighting improvements along Main St. (I-74 to Courtland) with Hanson Professional Services, Inc. in the Amount of \$ 26,800.00.
  - C. Acceptance of Professional Services Agreement for traffic control warrant analysis at various locations with Hanson Professional Services, Inc. in the Amount of \$ 16,000.00.
- XVI. ZONING AND CODE ENFORCEMENT OFFICER**
  - A. Ordinance 22-03 - An Ordinance Making Amendments to the Definition of Business Signs to Title 10 of the Morton Municipal Code.
  - B. Ordinance 22-04 - An Ordinance Making Amendments Regarding Off Street Parking of Trailers to Title 9 and Title 10 of the Morton Municipal Code.
- XVII. VILLAGE TRUSTEES**
  - A. Trustee Blunier
  - B. Trustee Hilliard
  - C. Trustee Leitch

- D. Trustee Menold
- E. Trustee Newman
- F. Trustee Parrott

**XVIII. CLOSED SESSIONS**

**XIX. CONSIDERATION OF MATTERS ARISING FROM CLOSED SESSIONS**

**XXIII. ADJOURNMENT**

**VILLAGE BOARD OF TRUSTEES  
REGULAR MEETING  
7:00 P.M., MAY 17, 2021**

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

**PRESENTATIONS** – None

**PUBLIC COMMENT**

Michael D. Jackson, residing at 100 Caroline Street, spoke on giving choice to wearing masks, getting vaccines, and current mandates within these items. He is against quarantines for healthy people and believes that laws are being violated by current mandates and restrictions. Jackson wants us to take a stand against the wrong in life and follow God. He followed up by thanking everyone for allowing him to share the thoughts that were weighing on his heart.

**CONSENT AGENDA**

- A. Approval of Minutes.
  - 1. Regular Meeting – May 3, 2021
- B. Approval of Bills

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

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

**VILLAGE PRESIDENT**

President Kaufman requested the reappointment of Kevin Jones and Mark Hanback to the Zoning Board of Appeals, term through 4/30/2026. Trustee Newman moved to approve. Motion was seconded by Trustee Leitch and approved with the following roll call vote:

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

President Kaufman then requested the reappointment of Jeff Keach to the Planning Commission, term through 4/30/2026. Trustee Hilliard moved to approve. Motion was seconded by Trustee Menold and approved with the following roll call vote:

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

**VILLAGE CLERK** – None.

**VILLAGE ADMINISTRATOR** – None.

**CHIEF OF POLICE** - None.

**CORPORATION COUNSEL - None.**

**DIRECTOR OF FIRE AND EMERGENCY SERVICES - None.**

**DIRECTOR OF PUBLIC WORKS**

DPW Loudermilk requested acceptance of the following Bids for the 2021 Street Overlay Program: the first from MFT Funds for Sealcoating in the Amount of \$90,690.30 and Award of Contract for Same to R.A. Cullinan & Son, Inc. and the second from MFT Funds for Fog Coat applications in the Amount of \$27,636.10 and Award of Contract for Same to American Road Maintenance. He gave the locations for the work to be done and added that this was included in the budget. Trustee Newman moved to approve and the motion was seconded by Trustee Parrott. Trustee Menold then requested that DPW Loudermilk briefly explain what Fog Coating is, which he did. Following this explanation, the motion carried by the following roll call vote:

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

No: None.

Absent: None.

DPW Loudermilk then requested to Waive Formal Bidding and Accept the Proposal from Mike Murphy Ford Inc. for a 2021 Ford F350 4wd Super Cab Truck for the Street Department in the Amount of \$39,800.00. Trustee Newman moved to approve and the motion was seconded by Trustee Parrott. DPW Loudermilk explained that this was budgeted for and that another vehicle would be traded in. He added that this truck would have a plow attached. Trustee Blunier asked if this came from a National contract and DPW Loudermilk explained why it did not, being a smaller, specialty truck. Following this explanation, the motion carried with the following voice vote:

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

No: None.

Absent: None.

Finally, DPW Loudermilk requested to Waive Formal Bidding and Accept the Proposal from Sam Leman Automotive Group for a 2022 Dodge Ram 1500 4wd Quad Cab Truck for the Wastewater Department in the Amount of \$31,310.60. He explained that he solicited proposals from Ford and Dodge and this was the lowest cost. Trustee Parrott moved to approve and the motion was seconded by Trustee Hilliard. The motion carried by the following voice vote:

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

No: None.

Absent: None.

**ZONING AND CODE ENFORCEMENT OFFICER**

ZCO Marks presented Ordinance 22-02 - An Ordinance Making Amendments to the Definition of Business Signs to Title 10 of the Morton Municipal Code. Trustee Hilliard motioned to approve. Motion was seconded by Trustee Newman. ZCO Marks mentioned that this was tabled at the last meeting and then asked if Trustee Leitch had any resolution from a conversation with Attorney McGrath. Trustee Leitch mentioned that he had received answers, but that new concerns regarding this topic had arisen since the last meeting. Significant discussion then took place and it was suggested that this be added within Site Plan Review, having language written by Attorney McGrath before the next Village Board Meeting. Trustee Leitch moved to table the proposed

ordinance and the motion was seconded by Trustee Parrott. The motion to table carried by the following voice vote:

Yes: Blunier, Leitch, Newman, Parrott – 4.

No: Hilliard, Menold - 2.

Absent: None.

ZCO Marks then presented Ordinance 22-03 - An Ordinance Making Amendments Regarding Off Street Parking of Trailers to Title 9 and Title 10 of the Morton Municipal Code. He requested that this be tabled until the next Village Board Meeting because information is still being compiled for a revised version. Trustee Newman motioned to table this ordinance and it was seconded by Trustee Leitch. The motion to table carried by the following voice vote:

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

No: None.

Absent: None.

**VILLAGE TRUSTEES**

Trustee Blunier – None.

Trustee Hilliard – None.

Trustee Leitch – None.

Trustee Menold – None.

Trustee Newman – None.

Trustee Parrott – None.

**CLOSED SESSIONS** - None.

**CONSIDERATION OF MATTERS ARISING FROM CLOSED SESSIONS** - None.

**ADJOURNMENT**

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

ATTEST:

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
VILLAGE CLERK

**ORDINANCE NO. 22-02**

**AN ORDINANCE MAKING AMENDMENTS REGARDING LIQUOR LICENSES FOR OUTDOOR EVENTS TO CHAPTER 8 OF TITLE 3 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 Corporate Authorities of the Village of Morton desire to make certain amendments to the regulations on outdoor events for which a license for the sale of alcoholic liquor is issued

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

1. Section 3-8-29 of the Morton Municipal Code is hereby amended as follows, with additions shown in underlined font and deletions shown in strikethrough font:

3-8-29: **PUBLIC PLACES, CONSUMPTION:** No person may consume or have in his possession an open container or a container with a broken seal containing any alcoholic beverage in any park or vehicle parking area open to the public or in any restaurant or eating places not licensed to serve alcoholic beverages within the Village.

The foregoing provisions shall not apply when a licensee has been issued a liquor license by the Village of Morton Class F license; and further provided, that the aforesaid activity is only permitted pursuant to the authority and provisions of such ~~Class F~~ license.

2. Section 3-8-3(A)(11) is hereby amended by inserting a new paragraph (f) through (i) which shall be as follows:

**3-8-3 TYPES OF LICENSES:**

(A) Classification: There shall be the following classes of licenses to sell alcoholic liquor at retail, subject to the fees indicated:

...

13. Class F: A Class F license may be issued by the Local Liquor Control Commissioner and may be issued only for the sale at retail of alcoholic liquors in an outdoor beer garden, parking lot, yard, or similar outside area. Such area shall be adjacent to a licensed premises. A person seeking to obtain such license must be the holder of a current liquor license which permits the selling and consumption of alcoholic liquor in the adjacent premises.

Any Class F licenses issued shall be further subject to the following:

...

(f) The outdoor drinking area shall be (i) surrounded by either one six-foot (6') fence, or two four-foot (4') fences running parallel to each other with not less than six feet (6') between the two fences, and (ii) made of material suitable to effectively prevent the passing of alcohol through the fence, and (iii) with posts installed at such locations as necessary to maintain the minimum fence height throughout the entire perimeter of the outdoor drinking area.

(g) The outdoor drinking area shall have the ability to be illuminated in case of emergency.

(h) Points of ingress and egress to the outdoor drinking area shall be of a size and in a location approved by the Fire Chief and the Chief of Police. The location of the outdoor drinking area must be approved by the Chief of Police and Fire Chief prior to the issuance of a license.

(i) The licensee shall be responsible for providing such personnel as may be necessary to check identification at all points of ingress and egress, and ensure that beer or wine is not carried from the licensed premises.

(j) The outdoor drinking area shall be no larger in size than 22,500 square feet.

3. Section 3-8-3(A)(13) is hereby amended by inserting a new paragraph (k) which shall be as follows:

**3-8-3 TYPES OF LICENSES:**

(B) Classification: There shall be the following classes of licenses to sell alcoholic liquor at retail, subject to the fees indicated:

...

13. Class H: A class H liquor license may be issued by the local liquor control commissioner subject to the following:

...

(k) If the event is outdoors for which a class H liquor license is awarded, the following provisions shall apply:

- (1) The service and consumption of beer and wine shall be restricted to only a defined outdoor drinking area
- (2) The outdoor drinking area shall be (i) surrounded by either one six-foot (6') fence, or two four-foot (4') fences running parallel to each other with not less than six feet (6') between the two fences, and (ii) made of material suitable to effectively prevent the passing of alcohol through the fence, and (iii) with posts installed at such locations as necessary to maintain the minimum fence height throughout the entire perimeter of the outdoor drinking area.
- (3) Points of ingress and egress shall be of a size and in a location approved by the Fire Chief and the Chief of Police. The location of the outdoor drinking area must be approved by the Chief of Police and Fire Chief prior to the issuance of a license.
- (4) The licensee shall be responsible for providing such personnel as may be necessary to check identification at all points of ingress and egress, and ensure that beer or wine is not carried from the licensed premises.
- (5) The outdoor drinking area shall be no larger in size than 22,500 square feet.

4. Section 3-8-3(A)(15) is hereby amended by deleting the existing paragraph (f) and inserting a new paragraph (f) in its place which shall be as follows:

(f) If the event is outdoors for which a class J-1 liquor license is awarded, the following provisions shall apply:

- (1) The service and consumption of alcohol shall be restricted to only a defined outdoor drinking area



- (2) The outdoor drinking area shall be (i) surrounded by either one six-foot (6') fence, or two four-foot (4') fences running parallel to each other with not less than six feet (6') between the two fences, and (ii) made of material suitable to effectively prevent the passing of alcohol through the fence, and (iii) with posts installed at such locations as necessary to maintain the minimum fence height throughout the entire perimeter of the outdoor drinking area.
- (3) Points of ingress and egress shall be of a size and in a location approved by the Fire Chief and the Chief of Police. The location of the outdoor drinking area must be approved by the Chief of Police and Fire Chief prior to the issuance of a license.
- (4) The licensee shall be responsible for providing such personnel as may be necessary to check identification at all points of ingress and egress, and ensure that alcoholic liquor is not carried from the licensed premises.
- (5) The outdoor event shall be located wholly on private property and not on any street, alley, municipal parking lot, or public park.
- (6) The outdoor drinking area shall be no larger in size than 22,500 square feet.

5. Section 3-8-3(A)(16) is hereby amended by deleting the existing paragraph (f) and inserting a new paragraph (f) in its place which shall be as follows:

- (f) If the event is outdoors for which a class J-2 liquor license is awarded, the following provisions shall apply:
  - (1) The service and consumption of alcohol shall be restricted to only a defined outdoor drinking area
  - (2) The outdoor drinking area shall be (i) surrounded by either one six-foot (6') fence, or two four-foot (4') fences running parallel to each other with not less than six feet (6') between the two fences, and (ii) made of material suitable to effectively prevent the passing of alcohol through the fence, and (iii) with posts installed at such locations as necessary to maintain the minimum fence height throughout the entire perimeter of the outdoor drinking area.

- (3) Points of ingress and egress shall be of a size and in a location approved by the Fire Chief and the Chief of Police. The location of the outdoor drinking area must be approved by the Chief of Police and Fire Chief prior to the issuance of a license.
  - (4) The licensee shall be responsible for providing such personnel as may be necessary to check identification at all points of ingress and egress, and ensure that alcoholic liquor is not carried from the licensed premises.
  - (5) The outdoor event shall be located wholly on private property and not on any street, alley, municipal parking lot, or public park.
  - (6) The outdoor drinking area shall be no larger in size than 22,500 square feet.
6. Section 3-8-6 is hereby amended to reflect that the number of liquor licenses authorized to be issued in various license classes matches the number set forth in the "Amended Total" column below:

Class	Type of Sales Allowed	Current	Amended Total
Class F	Supplemental license to sell alcohol in outdoor area for up to 7 days	No limit	Zero
Class H	Sale of beer & wine by not-for-profit organization event not to exceed 7 days	No limit	1
Class J-1	Annual license for caterer	No limit	Zero
Class J-2	Special event license for caterer	No limit	1

**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 \_\_\_\_\_, 2021; and upon roll call the vote was as follows:

**AYES:**

**NAYS:**

**ABSENT:**

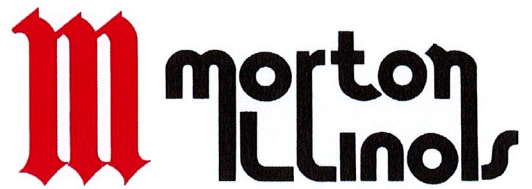
**ABSTAINING:**

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

**ATTEST:**

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



# Memo

**To:** President and Board of Trustees  
**From:** Julie Smick  
**Date:** June 4, 2021  
**Re:** Approval of Grants for Second Round of Business Sustainability

Attached is a listing of the grant recommendations for the second round of Business Sustainability grants that the Village offered. As you may remember, we were given permission by the State to offer a second round to try to expend all or most of the \$223,271.02 that remained after the first round of grant approvals. In total we have approved \$213,610.22 of the \$324,113.00 we were allotted, which leaves \$110,502.78 unused.

We received applications from 9 businesses, all of which were approved for some amount. There were applications from 5 grant recipients from the 1<sup>st</sup> round, as they were allowed to apply to receive the difference between the first-round grant maximum of \$10,000 and the second round maximum of \$25,000.

I am available to answer any questions you might have on these applications. Thank you!

Village of Morton  
Business Sustainability Grant - Round #2

Business Name	Eligible Expenses	Grant Received Round 1	Eligible Expenses	Amount Recommended
Amish Choice Wood Furniture	\$ 3,576.58	\$ -	\$ 3,576.58	\$ 3,576.58
Best Western	\$ 71,106.30	\$ -	71,106.30	\$ 25,000.00
Embellish	16,305.95	9,930.95	6,375.00	6,375.00
Great Harvest Bread	8,905.27	-	8,905.27	8,905.27
Impact Fitness	29,284.45	-	29,284.45	25,000.00
Lin Garden Buffet	69,688.39	10,000.00	59,688.39	15,000.00
Red Rock	41,704.51	10,000.00	31,704.51	15,000.00
Schooners	13,578.81	10,000.00	3,578.81	3,578.81
The Office on Main	20,332.58	10,000.00	<u>10,332.58</u>	<u>10,332.58</u>
Total Grants Received			\$ 224,551.89	\$ 112,768.24
Total Grant Dollars for Round #2		\$ 223,271.02		
Grants Approved		<u>(112,768.24)</u>		
Balance of Grant Funds Not Expended		\$ 110,502.78		



State of Illinois  
**You Tube**  
JB Pritzker, Governor



**Illinois Department of Transportation**  
Omer Osman, Acting Secretary

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**FOR IMMEDIATE RELEASE:**

June 1, 2021

**CONTACT:**

Paul Wappel	217.782.3030
Guy Tridgell	312.343.1731

## **Main St. Road Closure under I-74**

*As part of structure repair of the I-74 overpass on Main St.*

**Morton** – The Illinois Department of Transportation announces that Main St. will be closed on Monday, June 14<sup>th</sup> between Nebraska Ave. and Harding Road.

The work during the closure involves structural steel repairs and bridge painting. This work is expected to be completed by the middle of July.

Motorists can expect delays and should allow extra time for trips through this area. To avoid the work area, when feasible, use of alternate routes should be considered. Drivers are urged to pay close attention to changed conditions and signs in the work zones, obey the posted speed limits, refrain from using mobile devices and be alert for workers and equipment.

For IDOT District 4 updates, follow us on twitter [@IDOTDistrict4](https://twitter.com/IDOTDistrict4) or view area construction details on IDOT's [traveler information map](https://www.gettingaroundillinois.com/traveler-information-map) on GettingAroundIllinois.com.

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**Illinois Department of Transportation**

**Hanson Professional Services Inc.**  
**Professional Services Agreement (PSA)**  
**LEGL0200- 21L0106A**

THIS PROFESSIONAL SERVICES AGREEMENT (PSA) is made this 28th day of May, 2021, 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 Main Street Lighting, 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 LEGL0250 Rev 0a - General Conditions (C-S) 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.**

Village of Morton

By: 

By: \_\_\_\_\_

Title: Assistant Vice President

Title: \_\_\_\_\_

Date: May 28, 2021

Date: \_\_\_\_\_

## Attachment A – Scope of Services

LEGL0200- 21L0106A

Effective Date: 5/28/2021

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### Project Description:

Hanson Professional Services Inc. shall prepare final design construction documents for lighting improvements along the east side of Main Street between I-74 and Courtland Street in the Village of Morton (VILLAGE).

The proposed improvements will consist installing lighting along the east side of Main Street from Courtland Street to I-74.

The Project shall be designed in accordance with IDOT's Bureau of Local Roads and Streets (BLR) Policies and Procedures 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:

#### A. Survey

1. Boundary survey to establish approximate existing right-of-way lines along east side of Main St as well as existing right-of-way lines for intersecting Harding Rd. Courthouse research will be performed prior to field work in order to obtain relevant deeds, plats, surveys, etc. Following search for boundary monumentation in the field, boundary analysis will be performed with existing right-of-way linework displayed in CAD format.
2. Prepare a base map of the existing ROW in CAD format. This file shall include survey points, planimetric mapping, breaklines, digital terrain model, and contour lines.

#### B. Lighting Design and Plans

1. Hanson will coordinate with the utility to determine an available power source for the new light poles.
2. Photometric Calculations will be run on the Roadway to determine the proper spacing and wattage of the new light poles. Illuminating Engineering Society (IES) recommendations will be used to determine the design Basis Foot Candle Level for the Roadway based upon the type of roadway and the amount of pedestrian conflict.
3. Construction plans, Special Provisions and an opinion of probable cost will be provided. The construction documents will include Light Pole/Fixture Locations, underground branch circuit routing and sizing, underground feeder location, size and routing to the light fixture control / power pedestal, voltage drop calculations and a power load summary.



4. The construction plans, special provisions and opinion of probable construction cost will be submitted electronically in PDF format.

### **C. Project Management**

1. Financial and schedule controls
2. Meeting with VILLAGE
3. Internal kick-off meeting
4. Coordination with VILLAGE

### **D. Quality Control/Quality Assurance Review**

Provide proper quality assurance prior to sending any construction plans and specifications for review. The following items as a minimum will be reviewed prior to submitting any construction plans or specifications for review:

1. Every item shown in the construction plans either has a pay item or is specifically discussed in a pay item special provision.
2. Items to be constructed have been reviewed for constructability and directly correspond to a standard pay item or a special provision.
3. Existing utilities have been checked against proposed facilities for horizontal and vertical conflict (based on information received from the utility companies) during construction.
4. Address Village comments and concerns.

### **E. Project Deliverables**

The following are the number of copies of project documents to be submitted for each progress review:

1. 90% Pre-final Documents  
4 Sets and Special Provisions and one pdf set
2. Final Construction Documents  
4 Sets and Special Provisions and one pdf set

### **F. Project Progress Reviews**

Project progress review meetings will be held at the following milestones:

1. Fixture spacing is determined
2. 90% Pre-final Construction Documents

- G. 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.

H. The VILLAGE will provide or cause to be furnished the following:

1. Existing Plans
2. Existing utility locations, gis data, and lidar data

I. The following items are not included in the scope of work but could be provided as an addendum to the contract:

1. Construction observation activities or answering questions during construction.
2. Section 106 statement or mitigation for cultural resource impacts
3. Section 4(f) evaluation
4. Special waste investigations
5. Mitigation planning and design for impacts to threatened and endangered species, wetlands/waters, or historic/archaeological resources.
6. Utility relocation plans
7. Landscaping plans other than turf restoration will not be included in the plans. Any tree replacements necessary will be not be included in the plans, but will be coordinated with the VILLAGE to be replaced at an offsite location.
8. Necessary permitting and/or mitigation for floodplain impacts.
9. Topographic survey
10. Preparation of ROW and temporary easement plats and legal descriptions or Property acquisition services.

## Attachment B – Charges for Services

LEGL0200- 21L0106A

Effective Date: 5/28/2021

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### **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 \$26,800. Hanson agrees not to exceed \$26,800 without prior notification to the Client.

Hanson Professional Services Inc.  
**General Conditions (C-S)**

Hanson Agreement: C21L0106A

Agreement Date: May 28, 2021

Project Name: Main Street Lighting

**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. Delays:** The CLIENT agrees that HANSON is not responsible for damages arising directly or indirectly from any delays for causes beyond HANSON's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, epidemics, pandemics, war or other emergencies; failure of any government agency to act in a timely manner; failure of performance by the CLIENT or the CLIENT's contractors or consultants; or discovery of any hazardous substances or differing site conditions.

In addition, if the delays resulting from any such causes increase the cost or time required by HANSON to perform its services in an orderly and efficient manner, HANSON shall be entitled to negotiate a reasonable adjustment in schedule and compensation, or, if encountering severe disruptions or emergencies, shall be entitled to terminate services.

**8. 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.

**9. Contingency Fund:** The CLIENT and HANSON acknowledge that changes may be required during construction because of possible omissions, ambiguities and 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.

**10. 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.

**11. 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.

**12. 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.

**13. 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 Completion. 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.

**14. 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.

**15. 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.

**16. 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.

**17. 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.

**18. 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.

**19. 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, the CLIENT shall employ an independent cost estimator.

**20. 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 its responsibilities to review shop drawings and approve them in these respects before submitting them to HANSON.

**21. 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.

**22. 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.

**23. 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.

**24. 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.

**25. 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.

**26. 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.

**27. 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.

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

**Hanson Professional Services Inc.**  
**Professional Services Agreement (PSA)**  
**LEGL0200- 21L0106C**

THIS PROFESSIONAL SERVICES AGREEMENT (PSA) is made this 19th day of May, 2021, 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 N. Oklahoma Avenue Intersection Control, 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 LEGL0250 Rev 0a - General Conditions (C-S) 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.**

**Village of Morton**

By: 

By: \_\_\_\_\_

Title: Assistant Vice President

Title: \_\_\_\_\_

Date: May 19, 2021

Date: \_\_\_\_\_



## Attachment A – Scope of Services

LEGL0200- 21L0106C

Effective Date: 5/19/2021

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### Project Description:

Hanson Professional Services Inc. shall prepare a traffic control warrant analysis report for the four intersections along N Oklahoma Avenue between N Oregon Avenue and E Jefferson Street in the Village of Morton, Illinois. Hanson will also provide an updated policy for placing stop and yield signs in the Village. The scope and fees provided represent the expected upper limit of effort needed to complete these services.

### Services:

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

#### A. Intersection Control Warrant Analysis Report

1. Analysis of the existing traffic control measures at four intersections: N Oklahoma Avenue and N Oregon Avenue, N Oklahoma Avenue and Pocono Avenue, N Oklahoma Avenue and Shiloh Street, and N/S Oklahoma Avenue and E Jefferson Street. Analysis includes field observations during the AM peak and PM peak times.
2. Provide 12-hour (AM peak, mid-day, and PM peak during a Tuesday, Wednesday, or Thursday) turning movement counts at each intersection to determine appropriate intersection traffic control measure.
3. Cursory crash analysis of each of the intersections.
4. Recommendations for traffic control measures at the four intersections based on MUTCD traffic control guidelines (Sections 2B.04 and 2B.07).

#### B. Village Stop and Yield Sign Policy

1. Provide guidance for implementing stop and yield signs.
2. Outline the conditions in which the Village of Morton should place or remove a stop or yield sign.

#### C. The following items are not included in the scope of work but could be provided as an addendum to the contract:

1. Traffic Signal Warrant Analysis
2. Turning movement traffic counts at any location where it is not required for traffic control designation.

## Attachment B – Charges for Services

LEGL0200- 21L0106C

Effective Date: 5/19/2021

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### **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 \$16,000. Hanson agrees not to exceed \$16,000 without prior notification to the Client.

Hanson Professional Services Inc.  
**General Conditions (C-S)**

Hanson Agreement: C21L0106C

Agreement Date: May 19, 2021

Project Name: Morton Traffic

**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.

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In addition, if the delays resulting from any such causes increase the cost or time required by HANSON to perform its services in an orderly and efficient manner, HANSON shall be entitled to negotiate a reasonable adjustment in schedule and compensation, or, if encountering severe disruptions or emergencies, shall be entitled to terminate services.

**8. 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.

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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.

**10. 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.

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against any of HANSON's individual employees, officers or directors.

**12. 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.

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**15. 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.

**16. 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.

**17. 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.

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**19. 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, the CLIENT shall employ an independent cost estimator.

**20. 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 its responsibilities to review shop drawings and approve them in these respects before submitting them to HANSON.

**21. 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.

**22. 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.

**23. 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.

**24. 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.

**25. 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.

**26. 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.

**27. 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.

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

**ORDINANCE NO. 22-03**

**AN ORDINANCE MAKING AMENDMENTS TO THE BUSINESS SIGN REGULATIONS  
TO TITLES 9 AND 10 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 corporate authorities of the Village of Morton desire to amend the definition of a business sign within the Village of Morton.

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

SECTION I: The definition of "SIGNS, BUSINESS" set forth in Section 10-2-1 of the Morton Municipal Code is hereby amended in the following manner, with additions shown in underlined font and deletions shown in strikethrough font:

**SIGNS, BUSINESS:** A sign which directs attention to a business or profession conducted or to a commodity, service, or entertainment sold or offered upon the premises on which such sign is located or to which it is affixed; or an adjoining premises in the case of a shared sign.

SECTION II: Section 10-4-6 of the Morton Municipal Code is hereby amended in the following manner, with additions shown in underlined font:

**10-4-6: SITE PLAN REVIEW:**

...

(B) Site plans submitted for site plan review by the SPW shall include a hard paper copy, as well as a digital media copy in an ESRI Shapefile, or other computer readable format compatible with the Village of Morton mapping software, and shall be drawn to the following scales and include the following data:

...

13. Location of all freestanding business signs on the property, including any business sign located on a shared sign on an adjoining premises

...

(C) Review of Site Plan : In reviewing site plans, the SPW shall consider:

...

6. Location of freestanding business signs, and the effect of freestanding business signs on visibility and traffic safety. Shared business signs shall only be approved by the SPW when multiple businesses share a common entrance off a public street.

SECTION III: This ordinance shall be in full force and effect upon its passage, approval, and publication as may be required by law.

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.

**PASSED AND APPROVED** at a regular meeting of the President and Board of Trustees of the Village of Morton this \_\_\_\_\_ day of \_\_\_\_\_, 2021; and upon roll call the vote was as follows:

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTAINING:**

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

**ATTEST:**

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



**ORDINANCE NO. 22-04**

**AN ORDINANCE MAKING AMENDMENTS REGARDING OFF STREET PARKING OF TRAILERS TO  
TITLE 9 AND TITLE 10 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 corporate authorities of the Village of Morton desire to amend existing regulations regarding the parking of trailers within the Village of Morton.

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

SECTION 1: Section 9-6-12 of the Morton Municipal Code is hereby amended in the following manner, with additions shown in underlined font and deletions shown in strikethrough font:

**9-6-12: PARKING VIOLATIONS:** Except for violations of 9-6-9 (E) and 9-6-20, any person accused of a violation of any provision of this Code prohibiting parking a vehicle in a designated area or restricting the length of time a vehicle may be there parked may settle and compromise the claim by paying to the Village the sum of ten dollars (\$10.00), if paid within seven (7) days of the date of said violation, and, if not paid, then the sum of twenty dollars (\$20.00), if paid within fourteen (14) days of the date of said violation. Otherwise, the penalty in Section 1-4-1 of this Code shall apply. Such payments shall be made at the police station and the money paid shall be promptly turned over to the Treasurer. The members of the Police Department are directed to refrain from instituting prosecution for such violations where the above amounts are paid, and, where not so paid, until the expiration of fourteen (14) days from the date of such violation.

For violations of 9-6-9(E), the matter may be settled by paying Fifty Dollars (\$50.00) within 14 days of the violation at the police station. Otherwise the penalty in Section 1-4-1 of this code shall apply and an action in court may be filed.

For violations of 9-6-20, the matter may be settled by paying Fifty Dollars (\$50.00) within 14 days of the violation at the police station. Otherwise, the penalty for a violation of 9-6-20 shall be not less than one hundred dollars (\$100.00) and not more than seven hundred fifty dollars (\$750.00) per offense. A separate offense shall be deemed committed upon each day such violation continues.

SECTION II: Section 9-6-20 of the Morton Municipal Code is hereby deleted and in its

place a new section 9-6-20 is inserted which shall be as follows:

9-6-20: PARKING OF TRUCKS, SEMI TRAILERS, TRAILERS, POLE TRAILERS AND RECREATIONAL VEHICLES:

(A) Parking of Semitrailers, Pole Trailers, Tow Trucks, Tractors and Truck Tractors: It shall be unlawful for any person, firm or corporation to park any semitrailer, pole trailer, tow truck, tractor, or truck tractor, whether connected to a vehicle or not, on any public street or highway within the Village of Morton except as otherwise specifically permitted in this Code.

(B) Parking of Recreational Vehicle or Boat Trailer: It shall be unlawful for any person, firm, or corporation to park any trailer, whether connected to a vehicle or not, recreational vehicle, camper or boat trailer on any public street or highway within the Village of Morton from 10:00 pm until 6:00 am, except as follows:

1. It shall be lawful for a person, firm, or corporation to park no more than one (1) recreational vehicle, camper or boat trailer for a period not longer than is necessary for the reasonably expeditious loading or unloading of such vehicles, and in no event for a period to exceed forty-eight (48) consecutive hours, on a public street or highway so long as a traffic safety cone not shorter than eighteen (18) inches in height containing retroreflective markings is placed behind and in front of the trailer or vehicle to alert motorists to the presence of the parked trailer and so long as the recreational vehicle, camper or boat trailer is not parked on any curve or street corner. During all periods of time in which a recreational vehicle is parked on a public street or highway, no slide out may be extended on the recreational vehicle or camper

SECTION III: Section 10-5-2 of the Morton Municipal Code is hereby amended by deleting paragraph (A)5 and renumbering paragraph (A)6 to preserve consecutive numbering:

SECTION IV: Section 10-5-2 is hereby amended by inserting a new paragraph (F) which shall be as follows:

- (F) Parking Regulations: It shall be lawful in this zoning district to park one (1) recreational vehicle or camper or boat trailer or trailer on a driveway. In addition, it shall be lawful to park a trailer which is not an enclosed trailer in the rear yard on an all-weather, durable and dustless surface, such as an asphalt, interlocking concrete paver, brick or cement pavement surface.

No recreational vehicle, camper, boat or trailer shall be parked in such a manner so as to obstruct, in whole or in part, a sidewalk, alley or street. It shall be unlawful for any person, firm or corporation to park any semitrailer, pole trailer, tow truck, tractor, or truck tractor on any lot in this zoning district. It shall be unlawful to any person to reside, even temporarily, in any recreational vehicle, camper, or trailer in this zoning district. It shall be unlawful to park any recreational vehicle, camper, boat trailer, or trailer in any manner not expressly permitted by this section.

SECTION V: Section 10-5-3 of the Morton Municipal Code is hereby amended by deleting paragraph (A)5 and renumbering paragraph (A)6 to preserve consecutive numbering.

SECTION VI: Section 10-5-3 is hereby amended by inserting a new paragraph (F) which shall be as follows:

- (F) Parking Regulations: It shall be lawful in this zoning district to park one (1) recreational vehicle or camper or boat trailer or trailer on a driveway. In addition, it shall be lawful to park a trailer which is not an enclosed trailer in the rear yard on an all-weather, durable and dustless surface, such as an asphalt, interlocking concrete paver, brick or cement pavement surface. No recreational vehicle, camper, boat or trailer shall be parked in such a manner so as to obstruct, in whole or in part, a sidewalk, alley or street. It shall be unlawful for any person, firm or corporation to park any semitrailer, pole trailer, tow truck, tractor, or truck tractor on any lot in this zoning district. It shall be unlawful to any person to reside, even temporarily, in any recreational vehicle, camper, or trailer in this zoning district. It shall be unlawful to park any recreational vehicle, camper, boat trailer, or trailer in any manner not expressly permitted by this section.

SECTION VII: Section 10-5-4 is hereby amended by inserting a new paragraph (H) which shall be as follows:

- (H) Parking Regulations: It shall be lawful in this zoning district to park one (1) recreational vehicle or camper or boat trailer or trailer on a driveway. In addition, it shall be lawful to park a trailer which is not an enclosed trailer in the rear yard on an all-weather, durable and dustless surface, such as an asphalt, interlocking concrete paver, brick or cement pavement surface. No recreational vehicle, camper, boat or trailer shall be parked in such a manner so as to obstruct, in whole or in part, a sidewalk, alley or street. It shall be unlawful for any person, firm or corporation to park any semitrailer, pole trailer, tow truck, tractor, or truck tractor on any lot in

this zoning district. It shall be unlawful to any person to reside, even temporarily, in any recreational vehicle, camper, or trailer in this zoning district. It shall be unlawful to park any recreational vehicle, camper, boat trailer, or trailer in any manner not expressly permitted by this section.

SECTION VIII: Section 10-5-5 is hereby amended by inserting a new paragraph (F) which shall be as follows:

- (F) Parking Regulations: It shall be lawful in this zoning district to park one (1) recreational vehicle or camper or boat trailer or trailer on a driveway. In addition, it shall be lawful to park a trailer which is not an enclosed trailer in the rear yard on an all-weather, durable and dustless surface, such as an asphalt, interlocking concrete paver, brick or cement pavement surface. No recreational vehicle, camper, boat or trailer shall be parked in such a manner so as to obstruct, in whole or in part, a sidewalk, alley or street. It shall be unlawful for any person, firm or corporation to park any semitrailer, pole trailer, tow truck, tractor, or truck tractor on any lot in this zoning district. It shall be unlawful to any person to reside, even temporarily, in any recreational vehicle, camper, or trailer in this zoning district. It shall be unlawful to park any recreational vehicle, camper, boat trailer, or trailer in any manner not expressly permitted by this section.

SECTION IX: Section 10-5-6 is hereby amended by inserting a new paragraph (F) which shall be as follows:

- (F) Parking Regulations: It shall be lawful in this zoning district to park one (1) recreational vehicle or camper or boat trailer or trailer on a driveway. In addition, it shall be lawful to park a trailer which is not an enclosed trailer in the rear yard on an all-weather, durable and dustless surface, such as an asphalt, interlocking concrete paver, brick or cement pavement surface. No recreational vehicle, camper, boat or trailer shall be parked in such a manner so as to obstruct, in whole or in part, a sidewalk, alley or street. It shall be unlawful for any person, firm or corporation to park any semitrailer, pole trailer, tow truck, tractor, or truck tractor on any lot in this zoning district. It shall be unlawful to any person to reside, even temporarily, in any recreational vehicle, camper, or trailer in this zoning district. It shall be unlawful to park any recreational vehicle, camper, boat trailer, or trailer in any manner not expressly permitted by this section.

SECTION X: This ordinance shall be in full force and effect upon its passage, approval, and publication as may be required by law.

SECTION XI: 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 \_\_\_\_\_, 2021; and upon roll call the vote was as follows:

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTAINING:**

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

**ATTEST:**

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