

**AGENDA**  
**REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE VILLAGE OF MORTON, ILLINOIS**  
**7:00 P.M.**  
**MONDAY, SEPTEMBER 20, 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
  - B. Requests for Removal of Items from the Consent Agenda
- VII. CONSENT AGENDA**
  - A. Approval of Minutes
    - 1. Regular Meeting – September 7, 2021
  - B. Approval of Bills
- VIII. CONSIDERATION OF ITEMS REMOVED FROM THE CONSENT AGENDA**
- IX. VILLAGE PRESIDENT**
  - A. Trustee Assignments
- X. VILLAGE CLERK**
- XI. VILLAGE ADMINISTRATOR**
- XII. CHIEF OF POLICE**
- XIII. CORPORATION COUNSEL**
  - A. Resolution approving second amendment to real estate exchange agreement between Morton Community Unit School District No. 709 and the Village of Morton.
- XIV. DIRECTOR OF FIRE AND EMERGENCY SERVICES**
  - A. Resolution authorizing the execution of a side letter agreement between the Village of Morton and the International Association of Firefighters Local #4952 (Paramedics)
- XV. DIRECTOR OF PUBLIC WORKS**
  - A. Landscape Waste Program Extension
  - B. Ordinance declaring GPS equipment surplus property and authorizing sale of same to Oak Grove Landscaping, Inc.
  - C. Resolution authorizing agreement with TOPCON Positioning Systems, Inc. (“TPS”)
- XVI. ZONING AND CODE ENFORCEMENT OFFICER**
  - A. Resolution authorizing filing of a zoning amendment with the plan commission for the rezoning of portions of First Avenue
- 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., September 7, 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 – 5.

**PUBLIC HEARING** – None.

**PRESENTATIONS** – None

**PUBLIC COMMENT** – None.

**CONSENT AGENDA**

- A. Approval of Minutes.
  - 1. Regular Meeting – August 16, 2021
  - 2. Closed Session – August 16, 2021.
- B. Approval of Bills

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

Yes: Blunier, Hilliard, Leitch, Menold, Newman - 5.  
No: None - 0.  
Absent: Parrott - 1.

**VILLAGE PRESIDENT** – None.

**VILLAGE CLERK** – None.

**VILLAGE ADMINISTRATOR** – None.

**CHIEF OF POLICE** – None.

**CORPORATION COUNSEL** – None.

**DIRECTOR OF FIRE AND EMERGENCY SERVICES**

DFES Kelley presented a resolution authorizing agreement with Andres medical Billing, Ltd. for paramedic billing and collection services. He mentioned that the current secretary is retiring and one of her primary duties is ambulance billing, invoicing over \$1.2M per year. Outsourcing of this invoicing was sought out and AMB was recommended and used by East Peoria Fire Department. Trustee Leitch moved to approve this resolution and it was seconded by Trustee Hilliard. The resolution was adopted with the following roll call vote:

Yes: Blunier, Hilliard, Leitch, Menold, Newman - 5.  
No: None - 0.  
Absent: Parrott - 1.

**DIRECTOR OF PUBLIC WORKS** – None.



**ZONING AND CODE ENFORCEMENT OFFICER** – 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 Newman moved to adjourn. Motion was seconded by Trustee Blunier and followed by a unanimous voice vote of all present board members.

ATTEST:

\_\_\_\_\_  
PRESIDENT

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





Board of Trustee Assigned Area of Responsibility  
Effective May 1, 2021

Jeff Kaufman - Village President

Administrative Department  
Franchise Agreements  
Facility Management  
Fleet Management  
Liquor Commissioner  
Tourism

Rod Blunier

Stormwater Department  
Police Department

Craig Hilliard

Planning & Zoning

Steve Leitch

Economic Development  
Business District Commission  
Fire & Paramedic Departments

Brad Menold

Water Treatment  
Water Distribution

Ken Newman

Wastewater Department

Nate Parrott

Mayor Pro-Tem  
Street Department  
Peoria/Pekin Urbanized Area Transportation Study (PPUATS)



**RESOLUTION APPROVING SECOND AMENDMENT TO REAL ESTATE EXCHANGE AGREEMENT BETWEEN MORTON COMMUNITY UNIT SCHOOL DISTRICT NO. 709 AND THE VILLAGE OF MORTON**

**WHEREAS**, the Village of Morton and Morton Community Unit School District No. 709 have previously entered into an Agreement for the transfer of ownership of land commonly referred to 17 +/- acres of unimproved land on Harding Road, Morton, Illinois to the Village of Morton in exchange for transferring residential properties commonly known as 530 N. Second Street, 209 E. Harrison Street, 213 E. Harrison Street, 217 E. Harrison Street and 221 E. Harrison Street to the School District; and

**WHEREAS**, the Village and School District have determined that it is in the best interest of both parties to amend the Agreement by having the School District dedicate property owned by the School District as public right-of-way and to extend the closing date for the transfer of certain property set forth in the Agreement;

**WHEREAS**, there has been presented a Second Amendment to the Agreement presented to the Village

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

1. That the Second Amendment to the Real Estate Exchange Agreement between the Morton Community Unit School District and the Village of Morton (the "Agreement") in the form attached to this Resolution is approved.
2. That the Village President and Village Clerk are authorized and directed to execute the Agreement

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

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

AYES:

NAYS:

ABSENT:

ABSTAINING:

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

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

**ATTEST:**

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

**SECOND ADDENDUM TO REAL ESTATE EXCHANGE AGREEMENT**

This Addendum is entered into on the date and year hereinafter set forth by and between MORTON COMMUNITY UNIT SCHOOL DISTRICT No. 709 and the VILLAGE OF MORTON, an Illinois Municipal Corporation. The purpose of this Agreement is to reduce to writing an oral agreement reached between the parties concerning a Real Estate Exchange Agreement previously entered into on or about the 7th day of July 2020, hereinafter "The Agreement" by and between the parties hereto.

**IN CONSIDERATION OF ONE DOLLAR** and other good and valuable consideration, including the mutual undertakings hereinafter set forth it is agreed by the parties that the Agreement shall be modified as follows:

1. The first sentence of Section 9 shall be deleted in its entirety and replaced with the following:

**9. *CLOSING ON ADDITIONAL PROEPRTY.*** Closing on the Additional Property shall take place on or before October 15, 2021.

2. The following paragraph shall be added to Section 11 as follows:

School shall take action to dedicate the right-of-way identified as Tract A and Tract B as shown on the plat attached hereto and the Village shall accept the dedication of said right-of-way. The plat shall be recorded on or before October 15, 2021.

3. In all other respects the Agreement previously entered into shall remain in full force and effect. Except as modified hereby the original Agreement shall be in full force and effect and binding upon the parties hereto, their heirs, successors and assigns. This Addendum represents the entire Agreement reached between the parties with respect to modifying the Agreement entered into.

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

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

Morton Community Unit School District #709

DATED: \_\_\_\_\_ day of September, 2021.

By: \_\_\_\_\_  
Board President

ATTEST:

By: \_\_\_\_\_  
Board Secretary

Village of Morton

DATED: \_\_\_\_\_ day of September, 2021.

By: \_\_\_\_\_  
Village President

ATTEST:

By: \_\_\_\_\_  
Village Clerk

This Document Prepared by:  
MCGRATH LAW OFFICE, P.C.  
Patrick B. McGrath  
Attorney for Village of Morton  
1600 S. Fourth Avenue, Suite 137  
Morton, Illinois 61550  
(309) 266-6211  
pmcgrath@mcgrathpc.com









**RESOLUTION NO. \_\_\_\_\_ -**

**RESOLUTION AUTHORIZING THE EXECUTION OF A SIDE LETTER AGREEMENT  
BETWEEN THE VILLAGE OF MORTON AND THE INTERNATIONAL ASSOCIATION OF  
FIREFIGHTERS LOCAL # 4952 (PARAMEDICS)**

**WHEREAS**, pursuant to the Illinois Municipal Code, 65 ILCS 5/11-76-1 *et seq.*, the Village of Morton is authorized to enter into collective bargaining agreements;

**WHEREAS**, the Board of Trustees deems it to be in the best interests of the Village to enter into a side letter agreement with the International Association of Firefighters Local # 4952 for the Paramedics bargaining unit.

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

**Section One:** The President and the Village Clerk of the Village of Morton are hereby authorized to execute the side letter agreement substantially in the form of the Agreement attached hereto as Exhibit A and made a part hereof.

**Section Two:** This Resolution shall be in full force and effect upon its passage and approval as required by law

**Section Three:** This Resolution supersedes any resolutions or motions, or parts thereof, are hereby repealed to the extent of any conflict.

**Section Four:** If any section, paragraph or provision of this Resolution shall be held invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect any of the remaining provisions of this Resolution.

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

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAINING: \_\_\_\_\_

**APPROVED** and **ADOPTED** by the Village President and Board of Trustees of the Village of Morton

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

\_\_\_\_\_  
President

**ATTEST:**

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

## **SIDE LETTER AGREEMENT**

This Side Letter Agreement is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2021 by the VILLAGE OF MORTON (the “Employer”) and the MORTON PARAMEDICS, LOCAL NO. 4952, OF THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO (the “Union”).

**WHEREAS**, the parties hereto previously entered into a side letter agreement defining certain parameters for a float paramedic position; and

**WHEREAS**, Employer and Union desire to enter into a Side Letter Agreement to reflect certain agreed upon modifications and supplemental agreements not reflected in the prior side letter agreement; and

**WHEREAS**, the parties wish to commemorate these understandings and agreements without making extensive changes to the body of their collective bargaining agreement.

**NOW, THEREFORE, BE IT AGREED BY THE EMPLOYER AND UNION AS FOLLOWS:**

1. This Side Letter Agreement shall be appended as a part of the parties’ collective bargaining agreement and subject to the grievance procedure set forth therein. To the extent of any conflict between the terms of this Side Letter Agreement and the Collective Bargaining Agreement or any prior side letter agreements, this Side Letter Agreement shall control.

2. The float paramedic shall be paid one eight hour “Kelly Day” each calendar week which shall be counted as hours actually worked for purposes of the Collective Bargaining Agreement. Therefore, in addition to the Kelly Days the float paramedic shall maintain a regular duty cycle of an average of 48 hours per week, or 2,496 hours per year. The float paramedic’s regular and basic hourly rate of pay shall be determined in accordance with Section 5.2 of the Collective Bargaining Agreement.

3. The Union agrees to dismiss the grievances filed on or about April 8, 2021, pertaining to the hours of work for the float paramedic and pertaining to the Village’s directive regarding scheduling shift supervisors as the float paramedic, it being the express intent of the

parties hereto that this Side Letter Agreement represents a settlement of all issues between the parties arising from or related to the aforesaid grievances.

IN WITNESS WHEREOF, the parties hereto have set their hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2021

VILLAGE OF MORTON

By \_\_\_\_\_  
Jeffrey L. Kaufman, Village President

\_\_\_\_\_  
James Holocker, President

ATTEST:

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

\_\_\_\_\_  
Secretary/Treasurer

**R&R Services of Illinois, Inc.**  
**P.O. Box 319**  
**Argenta, IL 62501**  
**Ph. 217.424.2602**

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Village of Morton  
Mr. Craig Loudermilk  
120 N. Main St.  
Morton, IL 61550-0028

September 10, 2021

Dear Craig,

Thank you for the opportunity to work with your community last season. Please note that we have included the option to lock in pricing for both the 2022 and 2023 seasons. We are pleased to submit the following quote for your consideration.

**2022/2023 Landscape Waste Project @ Sewage Treatment Plant**

R&R Services Responsibility:      Grind Wood Waste Onsite Into Mulch  
Haul Mulch Offsite Via Trucks  
All Fuel, Maintenance, and Repairs  
(R&R Services Owned or Leased Equipment)  
All Equipment Mobilization Costs  
Provide Current Certificate of Insurance

Customer Responsibility:      Provide (1) Wheel Loader During Project  
All Fuel, Maintenance, and Repairs  
(Customer Owned or Leased Equipment)  
Provide (1) Operator During Project  
Payment Due Net 30 Days

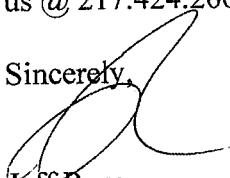
Project Notes:

1. R&R Services Will Mobilize Equipment and Labor a Maximum of (1) Time @ Customer's Request for Spring Project.
2. R&R Services Will Mobilize Equipment and Labor a Maximum of (1) Time @ Customer's Request for Fall Project.
3. Customer Must Maintain 300' Safety Zone During Grinding.
4. Customer Must Maintain Adequate Truck Access Onsite.
5. No Street Sweeping Shall Be Allowed at Any Time.

	<u>2022</u>	<u>2023</u>
<b>Spring Project Pricing</b>	<b>\$11,226.95</b>	<b>\$11,226.95</b>
<b>Fall Project Pricing</b>	<b><u>\$29,105.50</u></b>	<b><u>\$29,105.50</u></b>
<b>Contract Price Per Year</b>	<b>\$40,332.45</b>	<b>\$40,332.45</b>

If you should have any questions in regards to this quote, please do not hesitate to contact us @ 217.424.2602 (office).

Sincerely,



Jeff Rose  
R&R Services of Illinois, Inc.  
President

Customer Acceptance:

R&R Services Acceptance:

\_\_\_\_\_  
Signature/Title

\_\_\_\_\_  
Signature/Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Please Email Proposal and Signed Acceptance to:  
rrservicesofil@gmail.com



ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE DECLARING GPS EQUIPMENT SURPLUS PROPERTY AND AUTHORIZING SALE OF SAME TO OAK GROVE LANDSCAPING, INC.**

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

1: It is the finding of at least a majority of the Trustees then holding office in the Village of Morton that it is no longer necessary or useful or for the best interests of the Village of Morton to continue to own and keep the personal property described on exhibit A attached hereto: and

2: The items of personal property described in Exhibit A of the foregoing recitals may be sold through a private sale to Oak Grove Landscaping, Inc. for the price of \$11,500 without the necessity of advertising same.

3: All employees, appointed officers and elected officers of the Village of Morton are hereby designated, on behalf of the Village of Morton, to sell the item of personal property described in paragraph 1 of the foregoing recitals.

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

5. 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**





**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION AUTHORIZING AGREEMENT WITH  
TOPCON POSITIONING SYSTEMS, INC. ("TPS")**

**WHEREAS**, TPS plans to build a GNSS Reference Station Network at 120 N. Main St., Morton, Illinois; and

**WHEREAS**, the Village desires to enter into an Agreement with TPS.

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

1. That the Agreement with TPS, in the form and substance as attached to this Resolution, is approved.
2. That ~~the~~ President of the Board of Trustees is authorized to execute same on behalf of the Village of Morton.

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

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

AYES:

NAYS:

ABSENT:

ABSTAINING:

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

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

**ATTEST:**

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





## Terms and Conditions

### 1. TPS Obligations; Site, Installation and Ownership.

TPS agrees, as it deems necessary in its discretion, to install one or more Reference Stations at the site(s) listed on **Schedule A, Network Reference Station Data** (the "Site"). Host shall, at Host's sole expense, provide (or ensure that each Site provides) uninterrupted 110V power and internet service either by connection to existing WAN/LAN or DSL on a 24 hours a day 7 day a week basis. Any and all expenses in connection with the installation, operation and removal of the Reference Station are the responsibility of TPS. Host will not be responsible for any damage, loss or theft of any equipment, hardware or software installed or placed by TPS at the Site, but agrees to assist TPS with any insurance claims it may choose to file.

### 2. Host Obligations; Ownership of Reference Station.

Host hereby grants TPS access to the Site to perform necessary work for installation, maintenance and repair of the Reference Station and grants TPS the right to access and use (at no cost) uninterrupted 110 volt electrical power and uninterrupted internet for the Reference Station at the Site. Upon reasonable notice to Host by TPS, Host will grant TPS access to the Site for purposes of repairing, maintaining, replacing, upgrading and/or removing the Reference Station.

As of the Effective Date, and at any time this Agreement is in effect, Host will promptly advise TPS if any other GNSS receiver shares the same physical address. Under all circumstances, Host will keep each Site free of any other devices which may interfere with the proper functioning of the Reference Station(s). Host has the authority to grant the right to TPS to access and to install and maintain the Reference Station(s) at the Site(s). Host shall not remove, relocate or modify a Reference Station from a Site, without the prior written permission of TPS. If Host desires to remove a Reference Station from a Site or from its installed position, Host must give TPS at least 90 days prior notice. Host must notify TPS immediately if the reference station hardware is inadvertently tampered with, relocated, removed or in any way modified at:

#### **Topnet Live System Administrator**

**Phone:** 888-888-8888

**Email:** [TopnetLive\\_admin@topcon.com](mailto:TopnetLive_admin@topcon.com)

If Host is in breach of its obligations, TPS may immediately discontinue access for the host to the Reference Station Network as described as compensation in section 3.0.

Unless Host exercises the Purchase Option, each Reference Station at all times remains the property of TPS and shall remain at the Site, unless removed by TPS in accordance with this Agreement. This Agreement does not grant to the Host any license (implied or otherwise, or other similar right to use) for any intellectual property rights of TPS. Host shall not remove any markings or indications from a Reference Station showing its ownership to TPS.

### 3. Compensation; No Warranties.

In exchange for its obligations hereunder, TPS shall provide Host, at no charge, 1 annual subscription that will remain active for each year that a Reference Station is operating as part of the TopNET Live RTK Network. Such subscription is per year and unused subscriptions do not carry over to the following year and shall be the only remuneration which Host is entitled to receive for fulfilling its obligations hereunder; Host is not entitled to any profits, derivative payments, royalties or the like. Host's use of the subscriptions will be conditioned upon Host's agreement to the standard TopNET Live subscription terms and conditions.

Host may use data from a Reference Station located at a Site and from TopNET Live solely for its own internal use and not for redistribution, resale or any other purpose unless expressly authorized by TPS.

TPS without restriction may use the data generated by the Reference Station(s) for any purpose at any time. This includes, without limitation, selling subscription services to third parties for access to and the use of data generated by the Reference Station(s).

TPS MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE OPERATION OR ACCURACY OF THE REFERENCE STATION(S) OR THE ACCURACY OF ANY DATA GENERATED BY SUCH REFERENCE STATION(S). **THE REFERENCE STATIONS AND ALL DATA ARE SUPPLIED BY TPS ON AN AS IS BASIS.** ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXCLUDED. TPS WILL NOT BE LIABLE FOR ANY INTERRUPTION IN DATA AVAILABILITY, INACCURATE DATA OR FOR ANY OTHER MATTER CONCERNING THE REFERENCE STATION OR THEIR DATA OUTPUT. In no event shall TPS be liable for any damages or other claim including any claim for lost profits, lost savings or other incidental or consequential damages arising out of the use or inability to use, or the data derived from, the Reference Station(s).

#### **4. Term and Termination.**

This Agreement shall remain in force: (i) for 3 years from the Effective Date and thereafter until terminated by either party upon 30 days written notice; or (ii) until terminated by TPS in the event of a breach of this Agreement by Host. Upon termination of this Agreement and if Host does not purchase the Reference Station, TPS will remove the Reference Station from the Site, using reasonable care not to damage the Site and remove Host's access to TopNet Live.

#### **5. Confidentiality.**

Host agrees to keep confidential and not to reproduce, copy, transmit or otherwise share any of TPS', its parent's or affiliates', Confidential Information. If any Site is owned controlled by a third party, Host shall require the Site owner/occupant to abide by the Confidential Information requirements of this paragraph. "Confidential Information" includes any proprietary information which under the circumstances should reasonably treated as confidential, including without limitation: (i) all trade secrets, "know-how," technology and technical information, product information, drawings or designs, models, computer code, or similar information and any and all manuals or other media for these products or technology; (ii) any and all versions of TPS' proprietary computer software, hardware and documentation; (iii) other proprietary software, hardware, documentation and information later created, developed or produced by TPS; and (iv) any other information not generally known to the public including information about TPS' products, operations, personnel or services

If Host becomes legally compelled to disclose any of the Confidential Information, it shall give TPS immediate notice so that TPS may seek a protective order or other remedy and Host will provide reasonable assistance to TPS. In addition to other remedies, TPS shall be entitled to injunctive relief to prevent any violation of this paragraph. The obligations of this paragraph 5 shall survive the termination of this Agreement.

#### **6. Miscellaneous.**

If any provision of this Agreement shall be determined to be unenforceable, the remainder of this Agreement shall not be affected and any such unenforceable provision shall be reformed so as to be enforceable to the fullest extent permitted by law. This Agreement shall be governed by and construed in accordance with the laws of the State of California. All suits and claims shall be made only in state or federal courts located in such state. No failure or delay by either party in exercising any of its rights under this Agreement shall operate as a waiver of such rights. This Agreement is for the benefit of TPS and its affiliate, parent and subsidiary corporations and binding upon Host and its affiliates.



**REFERENCE STATION HOST AGREEMENT (TOPCON OWNED)  
SCHEDULE A**

**Network Reference Station Data**

Original Installation

Change Data

Dealer Name:

Dealer

Contact:

Contact

Phone:

Host Name:

Host Contact:

Host Phone:

**Equipment / Site Location (may be a customer site)**

Address:

City:

State:

Zip:

Site Contact:

Phone Number:

Cell Phone Number:

After Hours Contact:

Phone Number:

Cell Phone Number:

Access Requirements /  
Comments:

**Reference Station**

Serial Numbers:

Comments:

**Purchase Option**

At any time prior to removal of any Reference Station by TPS, Host may purchase the Reference Station at the Site subject to the following:

- a. Host provides TPS written notice of its intent to purchase the Reference Station;
- b. Host pays a one-time payment to TPS an amount equal to \_\_\_\_\_% of then current list price for the Reference Station within 14 days of providing the written notice;
- c. TPS provides no warranties concerning the Reference Station or its operation; and
- d. TPS may continue to access and freely use the data from the Reference Station for any purpose.

## Reference Station Host Agreement – (Topcon Owned)

This Reference Station Host Agreement (the “Agreement”) is made between **Topcon Positioning Systems, Inc.** (“TPS”), having its place of business at 7400 National Drive, Livermore, CA 94551 and the **Host** listed below:

Host Name:

Host Address:

Effective Date: \_\_\_\_\_ (the “Effective Date”)

TPS is building a GNSS reference station network to create “**TopNET Live**”. A reference station consists of all hardware (including GNSS+ reference stations, GNSS+ antennas, antenna cables, data cables, power cables, power supplies, computers and communication devices) necessary for the purpose of collecting raw GNSS+ data and transporting such data back to a TPS facility (a “**Reference Station**”). Host has agreed to be part of TopNET Live Hosting a TPS- owned Reference Station under the terms and conditions of this Agreement.

This Agreement consists of the following three items:

1. this page;
2. Schedule A attached; and
3. the attached Terms and Conditions.

Changes to this Agreement shall not be deemed effective unless noted on a separate document and signed by both Parties.

### Host

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

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

Name:

Title:

### Topcon Positioning Systems, Inc.

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

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

Name:

Title:



Topcon Solutions Inc  
 297 COMMONWEALTH DR  
 CAROL STREAM IL 60188-2450

**Proposal**  
**EST817944**  
**Cust#:48469**  
**PO#:**  
**2/8/2021**

**Billing Address**

Village of Morton  
 PO BOX 28  
 MORTON IL 61550-0028  
 United States

**Ship To:**

Village of Morton  
 120 N MAIN ST  
 MORTON IL 61550-2024  
 United States

**Sales Rep**

Mark Roskin

**Contact**

48469 VILLAGE OF MORTON : Jamey Bullard

**Contact Phone**

**Contact Email**

[JBullard@morton-il.gov](mailto:JBullard@morton-il.gov)

**Proposal Expiration Date**

9/27/2021

**Payment Terms**

Net 30

**Shipping Method**

Sales Rep

**Additional Notes:**

Qty	Item and Description	Unit Cost	Amount
1	<b>1030886-01</b> Kit, HiPer VR Network Rover	\$10,200.00	\$10,200.00
	<b>Description</b> HiPer VR Rover Kits Include: 1016578-17 ASSY,HIPER-VR (NO RADIO,NO CELL) 1 14-008016-04LF CABLE,POWER 5PIN ODU TO SAE + FERRITE 1 1005555-01 POWER SUPPLY 12V 5A W/ SAE CONN 1 1005793-01 CABLE, POWER 3 PIN US 1 14-008005-03 CABLE REC TO SERIAL DB9 1 1013602-01 CABLE,LOW DROP,USB A/USB uB(1.5m) 1 22-050908-01 POLE, 2M FIXED HT RANGE (GNSS) 1 1027033-01 CARD, HIPER VR QUICK REFERENCE 1 1022905-01 MY TOPCON REGISTRATION CARD 1 1026837-01 HARD CASE, HIPER VR 1 1027034-01 BOX, SHIPPING HiPer VR 1 1027035-01 OAF, DEFAULT, HiPer VR 1 1023998-01 MNL, HiPer VR GNSS Receiver Operators 1		
1	<b>1029638-01</b> OAF+, 226CH, ALL SIG 10Hz Net+LL RTK	\$3,960.00	\$3,960.00
1	<b>1027035-11</b> OAF-U, HiPER VR, ADD TILT	\$1,020.00	\$1,020.00
1	<b>1034969-01</b> FC-6000 Geo Cell N. America 128GB	\$3,040.00	\$3,040.00
1	<b>61063</b> KIT, MAGNET FIELD + ROADS + GPS(+mmGPS)	\$2,745.00	\$2,745.00
1	<b>1015317-01</b> FC/SHC5000/6000 RAM CLIP Mount Kit	\$242.00	\$242.00
1	<b>1035571-01</b> FC/SHC-5000 Docking station	\$450.00	\$450.00
1	<b>1029734-01</b> FC/SHC-5000/6000 KEYBOARD (LANDSCAPE)	\$640.00	\$640.00





Topcon Solutions Inc  
 297 COMMONWEALTH DR  
 CAROL STREAM IL 60188-2450

**Proposal**  
**EST817944**  
**Cust#:48469**  
**PO#:**  
**2/8/2021**

Qty	Item and Description	Unit Cost	Amount
1	<b>808897</b> PRO SERIES PRISM POLE BIPOD	\$179.00	\$179.00
1	<b>808850</b> Replacement Prism Pole Point	\$11.00	\$11.00
1	<b>808851</b> Topo shoe regular	\$13.00	\$13.00
1	<b>808852</b> Topo Shoe Wide Base	\$21.00	\$21.00
2	<b>1013587-01</b> FC/SHC5000/6000 POLARIZED SCREEN PROTR	\$47.30	\$94.60
1	<b>CSA-STANDARD HW</b> Customer Care Support - Hardware Standard Plan	\$895.00	\$895.00
	<b>Discounts - Survey</b> Partner Discount	\$(1,025.00)	\$(1,025.00)

<b>Subtotal</b>	\$22,485.60
<b>Shipping Cost</b>	
<b>Tax (%)</b>	\$0.00
<b>Total</b>	\$22,485.60

**Proposal Approval**

**Print Name**

**Authorized Signature**

**Date**

**Disclaimer**

- 1) Accounts not paid within 30 days of invoice date will be charged an additional 1.5% (18% annually) per month on the unpaid balance.
- 2) Jobsite services provided by Topcon Solutions Store and its employees are based entirely upon the use of the owner's design and survey control data provided by the owner and then applied to our products. No warranty for these services is either expressed or implied.

**Destination Control Statement**

These commodities, technology or software were exported in accordance with applicable export control laws and regulations. Diversion contrary to those laws and regulations, as well as the export laws and regulations of any countries of re-export, is prohibited. In consideration for its purchase of commodities, technology or software from Topcon, Purchaser agrees that it will determine any license requirements to export the items and, as applicable, to re-export or transfer the items, obtain any license or other official authorization, and carry out any customs formalities for the export or re-export of the items. Purchaser agrees that it will not re-export or transfer the commodities, technology or software to Cuba, Iran, North Korea, Syria or North Sudan without a license or other authorization from all applicable export control authorities. It is also unlawful to receive, use, transfer, or re-export these items to persons on all applicable restricted party lists (see e.g. <http://www.bis.doc.gov/ComplianceAndEnforcement/ListsToCheck.htm> and <http://hmt-sanctions.s3.amazonaws.com/sanctionsconlist.htm> where prohibited, or to use these items in activities involving missiles or unmanned air vehicles, nuclear explosive devices or nuclear propulsion projects, chemical or biological weapons, or any other prohibited end-use prohibited (see e.g. [http://www.access.gpo.gov/bis/ear/ear\\_data.html](http://www.access.gpo.gov/bis/ear/ear_data.html)).



# 2021 VOM GPS Hardware Upgrade

Village of Morton - 2021 Purchase/Expense

ITEM #	QTY	NOTES	
1030886-01	1	Kit, HiPer VR Network Rover, including the following:	\$10,200.00
1016578-17	1	ASSY, HIPER-VR (NO RADIO, NO CELL)	
14-008016-04	1	LF CABLE, POWER 5PIN ODU TO SAE + FERRITE	
1005555-01	1	POWER SUPPLY 12V 5A W/ SAE CONN	
1005793-01	1	CABLE, POWER 3 PIN US	
14-008005-03	1	CABLE, REC TO SERIAL DB9	
1013602-01	1	CABLE, LOW DROP, USB A/USB uB(1.5m)	
22-050908-01	1	POLE, 2M FIXED HT RANGE (GNSS)	We will keep our current pole (Sokkia 808015), and give this pole to buyer.
1027033-01	1	CARD, HIPER VR QUICK REFERENCE	
1022905-01	1	MY TOPCON REGISTRATION CARD	
1026837-01	1	HARD CASE, HIPER VR	
1027034-01	1	BOX, SHIPPING HIPER VR	
1027035-01	1	OAF, DEFAULT, HIPER VR	
1023998-01	1	MNL, HIPER VR GNSS Receiver Operators	
1029638-01	1	OAF+, 226CH, ALL SIG 10Hz Net+LL RTK	\$3,960.00
1027035-11	1	OAF-U, HIPER VR, ADD TILT	\$1,020.00
1034972-01	1	FC-6000 Tablet w/ Geo Cell	\$3,040.00
31063	1	KIT, MAGNET FIELD + Roads + GPS(+mmGPS)	\$2,745.00
1015317-01	1	Cradle, FC-6000/SHC-6000 w/ Pole Clamp	\$242.00
1035571-01	1	FC/SHC-5000/6000 Docking Station	\$450.00
1029734-01	1	FC/SHC-5000/6000 Keyboard (Landscape)	\$640.00
308015	4	Sokkia, 2.5m-GPS Carbon Fiber Rover Pole-Dual	\$300.00
308897	1	Sokkia, Pro Series BiPod for Prism Pole, Red	\$179.00
308850	1	Sokkia, Replacement Prism Pole Point	\$11.00
308851	1	Sokkia, Topo Shoe Regular	\$13.00
308852	1	Sokkia, Topo Shoe Wide Base	\$21.00
1013587-01	2	Polarized Screen Protector	\$94.60
>SA-STANDARD HW	1	Customer Care Support - Hardware Standard Plan	\$895.00
Discounts-Survey	1	Partner Discount	-\$1,025.00
		<b>Gross Cost of New Equipment =</b>	<b>\$22,485.60</b>
		<b>Sale of Existing Equipment =</b>	<b>\$11,500.00</b>
		<b>Net Cost of Equipment Upgrade =</b>	<b>\$10,985.60</b>



**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION AUTHORIZING FILING OF A ZONING AMENDMENT WITH THE PLAN COMMISSION FOR THE REZONING OF PORTIONS OF FIRST AVENUE**

**WHEREAS**, the Village of Morton may file a Petition for Rezoning with the Plan Commission pursuant to Section 10-10-2 (E) (1) of the Village Code; and

**WHEREAS**, the Village feels the Plan Commission should hold a rezoning hearing for portions of First Avenue including the 100, 200 and 300 blocks of First Avenue due to the existence of multiple uses which conflict with the current zoning designation for said portions of First Avenue.

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

1. That the Zoning and Code Enforcement Officer is hereby authorized and directed to submit an application for rezoning of that portion of First Avenue containing the 100, 200 and 300 blocks with the Plan Commission.
2. That upon receipt of the rezoning application, the Plan Commission is directed to proceed with conducting a public hearing pursuant to the provisions set forth in the Village Code.

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

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

AYES:

NAYS:

ABSENT:

ABSTAINING:

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

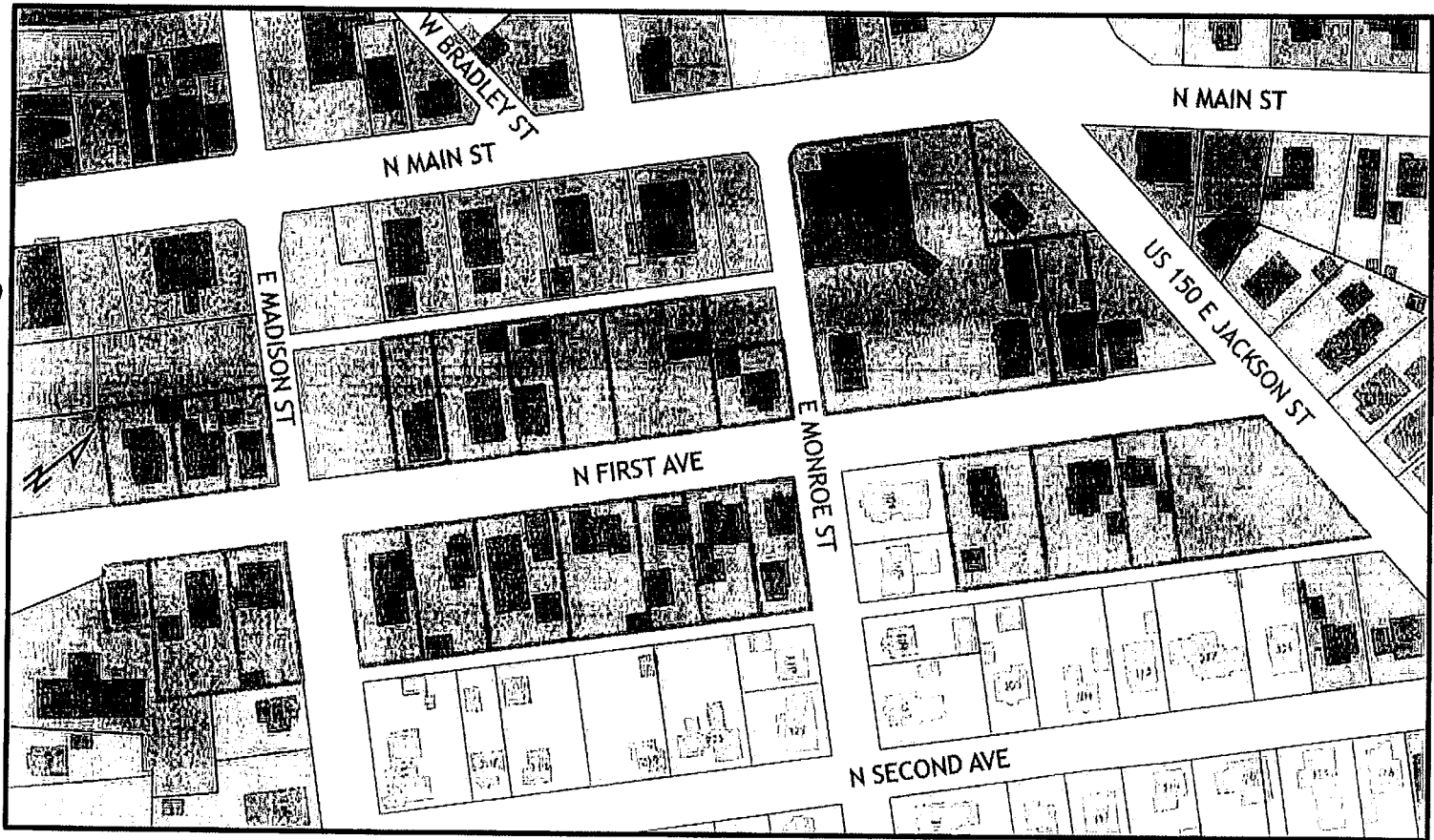
\_\_\_\_\_  
**President**

**ATTEST:**

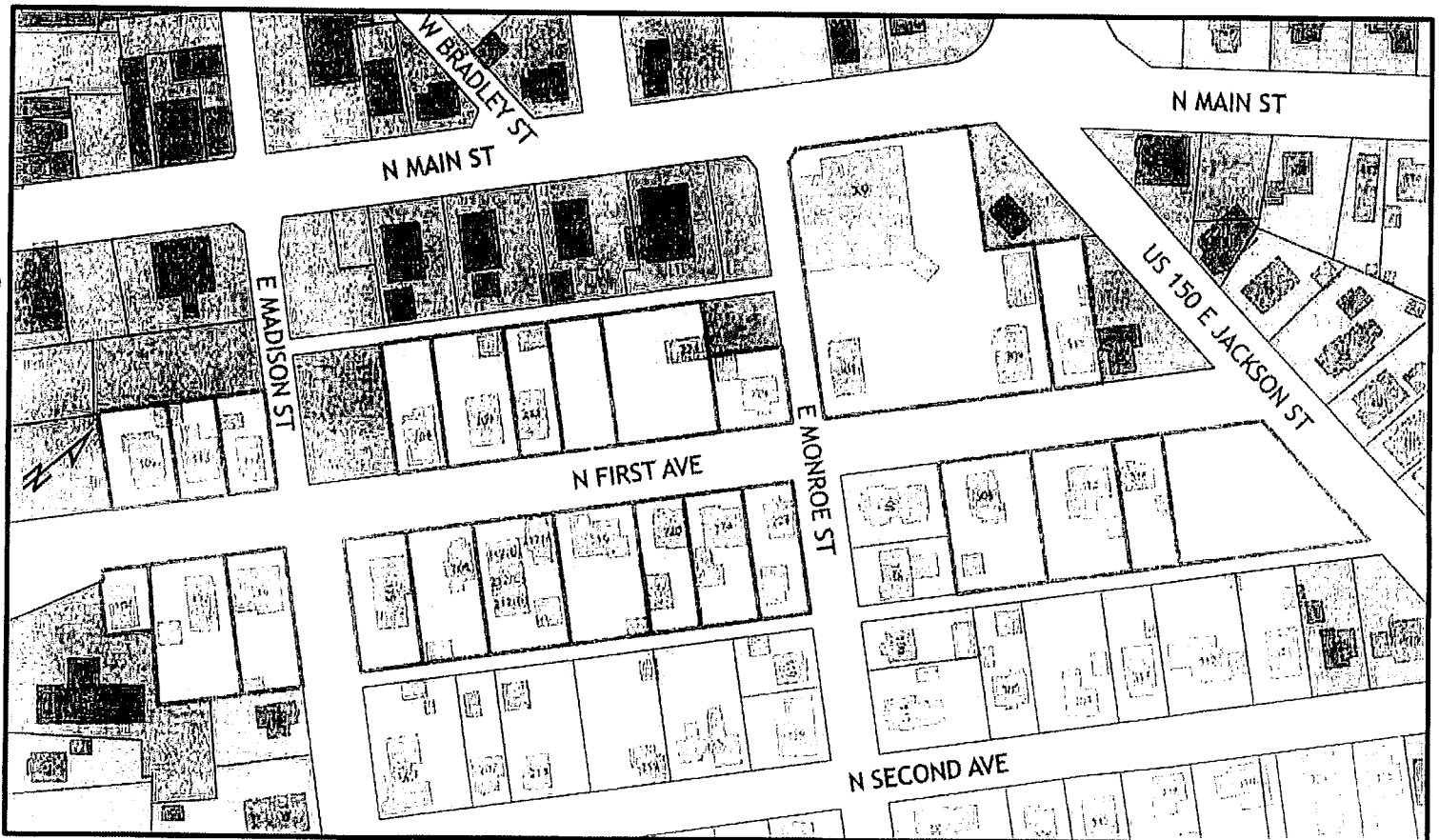
\_\_\_\_\_  
**Village Clerk**



Current Zoning




Proposed Zoning




**Morton, Illinois**  
 North First Street  
 Proposed Zoning Changes

 Parcel Identified for Zoning Change


R-1 One-Family

 R-2 Two-Family

 R-3 Multi-Family

 B-1

 B-2

 B-3

<b>Address</b>	<b>P.I.N</b>	<b>Proposed Zoning Change</b>
320 N. First Ave.	06-06-21-101-001	B-1 to R-1
316 N. First Ave.	06-06-21-101-002	B-2 to R-1
312 N. First Ave.	06-06-21-101-003	B-2 to R-1
308 N. First Ave.	06-06-21-101-004	B-2 to R-1
228 N. First Ave.	06-06-21-106-001	B-2 to R-1
224 N. First Ave.	06-06-21-106-002	B-2 to R-1
220 N. First Ave.	06-06-21-106-003	B-2 to R-1
216 N. First Ave.	06-06-21-106-004	B-2 to R-1
212 N. First Ave.	06-06-21-106-005	B-2 to R-1
208 N. First Ave.	06-06-21-106-007	B-2 to R-1
125 E. Madison St.	06-06-21-106-008	B-2 to R-1
116 N. First Ave.	06-06-20-232-001	B-2 to R-1
112 N. First Ave.	06-06-20-232-031	B-2 to R-1
104 N. First Ave.	06-06-20-232-032	B-2 to R-1
109 N. First Ave.	06-06-20-231-008	B-2 to R-1
113 N. First Ave.	06-06-20-231-007	B-2 to R-1
117 N. First Ave.	06-06-20-231-006	B-2 to R-1
205 N. First Ave.	06-06-20-230-020	B-2 to R-1
209 N. First Ave.	06-06-20-230-017	B-2 to R-1
213 N. First Ave.	06-06-20-230-016	B-2 to R-1
217 N. First Ave.	06-06-20-230-015	B-2 to R-1
221 & 225 N. First Ave.	06-06-20-230-014	B-2 to R-1
229 N. First Ave.	06-06-20-230-013	B-2 to R-1
301 N. First Ave.	06-06-21-100-012	B-2 to R-1
300 N. Main St	06-06-21-100-011	B-1 to R-1
313 N. First Ave.	06-06-21-100-002	B-2 to R-1