

AGENDA
REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE VILLAGE OF MORTON, ILLINOIS
7:00 P.M.
MONDAY, DECEMBER 6, 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 – November 15, 2021
 - B. Approval of Bills
- VIII. CONSIDERATION OF ITEMS REMOVED FROM THE CONSENT AGENDA**
- IX. VILLAGE PRESIDENT**
 - A. Ordinance 22-14: an ordinance amending Title 3, Chapter 8, Section 6 of the Morton Municipal Code re number of liquor licenses
- X. VILLAGE CLERK**
- XI. VILLAGE ADMINISTRATOR**
 - A. Morton Spring Tourism Grant Round Recommendations
 - B. Ordinance 22-15: an ordinance for the levy and assessment of taxes for the fiscal year beginning May 1, 2021, and ending April 30, 2022
 - C. Resolution 15-22: a resolution authorizing agreement with Phillips, Salmi & Associates, LLC
- XII. CHIEF OF POLICE**
- XIII. CORPORATION COUNSEL**
- XIV. DIRECTOR OF FIRE AND EMERGENCY SERVICES**
- XV. DIRECTOR OF PUBLIC WORKS**
 - A. Acceptance of Proposal from Altorfer Inc. for a new 5-year lease on a 926M Caterpillar 926M Wheel Loader w/ a guaranteed buyback of \$ 100,000
- XVI. ZONING AND CODE ENFORCEMENT OFFICER**
- 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., November 15, 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.

PUBLIC HEARING – None.

PRESENTATIONS – None.

PUBLIC COMMENT – None.

CONSENT AGENDA

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

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

Yes: Blunier, Hilliard, Leitch, Menold, Newman, Parrott – 6.
No: None – 0.
Absent: None – 0.

VILLAGE PRESIDENT – Announced that the film Baking Up Love is the first movie by this Director that has made it to the European Hallmark market (called With Love) and will be shown in Belgium, Netherlands, Luxemburg, Norway, and Sweden. He also mentioned that the High School football team was in the Final 4 for playoffs the following weekend and that their last home game had 6 motorcycles leading the team onto the field.

VILLAGE CLERK – None.

VILLAGE ADMINISTRATOR – None.

CHIEF OF POLICE – None.

CORPORATION COUNSEL – None.

DIRECTOR OF FIRE AND EMERGENCY SERVICES – None.

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. The motion was seconded by Trustee Leitch and followed by a unanimous voice vote of all present board members.

ATTEST:

PRESIDENT

VILLAGE CLERK

ORDINANCE 22-14

AN ORDINANCE AMENDING TITLE 3, CHAPTER 8, SECTION 6 OF THE MORTON MUNICIPAL CODE RE NUMBER OF LIQUOR LICENSES

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

WHEREAS, Title 3, Chapter 8, Section 6 contains a limitation on the number of liquor licenses and the President and Board of Trustees desire to amend same.

NOW THEREFORE, be it ordained by the President and Board of Trustees of the Village of Morton, in the State of Illinois, as follows:

SECTION 1: AMENDMENT “3-8-6: Limitation On Number” of the Morton Municipal Code is hereby *amended* as follows:

3-8-6: Limitation On Number

In order that the health, safety, and welfare of the people of the Village be protected, and in order that minors shall be prevented from the purchase of alcoholic liquors, and in order that temperance in the consumption of liquors be fostered and promoted, there shall be a limit upon the number of liquor licenses issued and in effect, which is as follows:

Class A-1	Zero (0)
Class A-2	Four (4)
Class A-3	Zero (0)
Class A-4	Zero (0)
Class B-1	Three (3)
Class B-2	Nine (9) Seven (7)
Class B-3	Six (6) Seven (7)
Class C	One (1)
Class D	Four (4) Three (3)
Class E	Ten (10) Nine (9)
Class F	Zero (0)
Class G	One (1)
Class H	Zero (0) One (1)
Class I	One (1)
Class J-1	Zero (0)
Class J-2	Zero (0) One (1)

SECTION 2: EFFECTIVE DATE This Ordinance shall be in full force and effect from its passage, required approval and publication as may be required by law.

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

	AYE	NAY	ABSENT	ABSTAIN
Trustee Blunier				
Trustee Hilliard				
Trustee Leitch				
Trustee Menold				
Trustee Parrott				
Trustee Newman				

Presiding Officer

Jeffrey L. Kaufman, Village President,
Village of Morton

Attest

Zo M. Evans, Village Clerk Village of
Morton



Memo

To: President & Board of Trustees

From: Julie Smick

Date: December 1, 2021

Re: Morton Spring Tourism Grant Round Recommendations

The Morton Tourism Grant Committee scored the Tourism Grant applications received for the Spring grant round.

There are two types of grants an organization can apply for:

- **Community Grant** is capped at \$3,000 and is for events which bring people into town and gain recognition for the community. These do not generate a lot of overnight hotel stays but do increase restaurant traffic, educational opportunities and improve the quality of life for residents.
- **Overnight Grant** is capped at \$10,000. The Overnight Grant requires at least 50 overnight hotel stays. These events normally provide greater economic benefits to the community and provide a higher level of non-economic benefits for the community and its visitors.

Due to the uncertainty of large gatherings and sporting events, event coordinators will be advised that they will need to contact the Village a month prior to their event date to verify the event will be held before payment of the grant will be made.

Below are the recommended grant awards.

Event	Hosting Organization	Requested Grant Amount	Recommended Grant Amount	Comments
Food Truck Boo-nanza	PLaCE	\$700	\$700	None
Halloween Market	PLaCE	\$375	\$375	None
Hometown Holidays	Morton Chamber	\$1,000	\$1,000	None
K of C 8 th Grade Boys Basketball Tournament	Blessed Sacrament	\$3,000	\$3,000	None
Small Town Pastors Conference	Rural Home Ministry Assoc.	\$10,000	\$10,000	None

If you have any questions, please feel free to contact me.

ORDINANCE NUMBER 22-15

AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF TAXES FOR THE FISCAL YEAR BEGINNING MAY 1, 2021, AND ENDING APRIL 30, 2022

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

SECTION ONE: That the total amount of appropriations for all corporate purposes legally made to be collected from the tax levy of the current fiscal year is hereby ascertained to be the sum of two million, four hundred, twenty thousand (\$2,420,000).

SECTION TWO: That the sum of two million, four hundred, twenty thousand (\$2,420,000), being the total of appropriations heretofore legally made which are to be collected from the tax levy of the current fiscal year of the Village of Morton for all corporate purposes of said Village of Morton, for purposes of providing for a General Fund, Federal Insurance Contribution Act Fund, Illinois Municipal Retirement Fund, and Police Pension Fund, as appropriated for the current fiscal year by annual appropriation ordinance of the Village of Morton for the fiscal year beginning May 1, 2021, and ending April 30, 2022, passed by the President and Board of Trustees of said Village of Morton at the legally convened meeting of July 19, 2021, be and the same is hereby levied upon all of the taxable property in the Village of Morton subject to taxation for the current year, the specific amounts as levied for the various funds heretofore named being included herein by being placed in separate columns under the heading "To Be Raised By Tax Levy" which appears over the same, the tax so levied being for the current fiscal year of said Village of Morton, and for the said appropriation to be collected from said tax levy, the total of which has been ascertained as aforesaid and being as follows:

SECTION THREE: That the total amount of two million, four hundred, twenty thousand (\$2,420,000) ascertained above be and the same is hereby levied and assessed on all property subject to taxation within the Village of Morton according to the value of said property as assessed and equalized for state and county purposes for the current year.

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

SECTION FIVE: That there is hereby certified to the County Clerk of Tazewell County, Illinois, the several sums above, constituting said total amount, and the total amount of two million, four hundred, twenty thousand (\$2,420,000), which total amount the Village of Morton requires to be raised by taxation for the current fiscal year of the Village of Morton, and the Village Clerk of the Village of Morton is hereby ordered and directed to file with the County Clerk of Tazewell County on or before the time required by law a certified copy of this Ordinance.

PASSED this _____ day of _____, 2021.

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED this _____ day of _____, 2021.

Village President

ATTEST:

Village Clerk

	Total Appropriation	Estimated Receipts From Sources Other Than Tax Levy	To Be Raised By Tax Levy
General Fund	\$ 12,659,369.00	\$ 11,464,369.00	\$ 1,195,000.00
Federal Insurance Contribution Act Fund	387,240.00	72,240.00	315,000.00
Tourism Fund	305,283.00	305,283.00	-
Illinois Municipal Retirement Fund	238,110.00	73,110.00	165,000.00
Morton Business District Tax Allocation Fund	660,550.00	660,550.00	-
Motor Fuel Tax Fund	1,295,000.00	1,295,000.00	-
Gas Fund	11,644,200.00	11,644,200.00	-
Storm Water Fund	1,508,700.00	1,508,700.00	-
Water & Wastewater Fund	12,855,700.00	12,855,700.00	-
911 Consolidation Center Fund	31,493.00	31,493.00	-
Firemen's Pension Fund	41,800.00	41,800.00	-
Police Pension Fund	1,096,535.00	351,535.00	745,000.00
	<u>\$ 42,723,980.00</u>	<u>\$ 40,303,980.00</u>	<u>\$ 2,420,000.00</u>

SUMMARY OF LEVY

Levy For General Corporate Purposes (65 ILCS 5/8-3-1)	\$ 12,659,369.00	\$ 11,464,369.00	\$ 1,195,000.00
Levy For Illinois Municipal Retirement Fund Purposes (40 ILCS 5/7-171)	238,110.00	73,110.00	165,000.00
Levy For Police Pension Purposes (40 ILCS 5/3-125)	1,096,535.00	351,535.00	745,000.00
Levy For Social Security Purposes (40 ILCS 5/21-110)	387,240.00	72,240.00	315,000.00
<u>Total Levy</u>	<u>\$ 14,381,254.00</u>	<u>\$ 11,961,254.00</u>	<u>\$ 2,420,000.00</u>

Fund & Department	Appropriated							Total
	Personnel Costs	Contractual	Commodities	Debt Service	Capital Outlay	Other	Contingency	Expenses Appropriated
General Fund								
President & Board of Trustees	\$ 15,500	\$ 8,300	\$ 2,000	\$ -	\$ -	\$ 3,000	\$ 2,880	\$ 31,680
Board of Fire & Police Comm.	970	7,500	-	-	-	100	857	9,427
Administration	145,100	151,950	370,850	-	240,000	88,000	99,590	1,095,490
Community Development	108,100	87,800	2,100	-	-	-	19,800	217,800
Fire	273,500	279,050	44,270	-	750,500	8,200	135,552	1,491,072
Paramedic	1,387,900	133,900	80,100	-	-	71,700	100,000	1,773,600
Police	2,807,500	815,130	114,450	-	198,000	5,300	100,000	4,040,380
Public Works	48,000	124,500	23,000	-	10,700	-	20,620	226,820
Streets	642,200	582,300	214,000	-	2,217,000	-	100,000	3,755,500
Plaza	5,000	9,500	1,500	-	-	-	1,600	17,600
Total General Fund	\$ 5,433,770	\$ 2,199,930	\$ 852,270	\$ -	\$ 3,416,200	\$ 176,300	\$ 580,899	\$ 12,659,369
Social Security Fund	\$ 317,100	\$ -	\$ -	\$ -	\$ -	\$ 50,000	\$ 20,140	\$ 387,240
Tourism Fund	\$ 27,530	\$ 49,900	\$ -	\$ -	\$ -	\$ 200,100	\$ 27,753	\$ 305,283
Gas Fund	\$ 1,089,500	\$ 9,618,300	\$ 80,600	\$ 1,700	\$ 736,100	\$ 18,000	\$ 100,000	\$ 11,644,200
Stormwater Fund	\$ 223,700	\$ 245,500	\$ 61,000	\$ -	\$ 877,500	\$ 1,000	\$ 100,000	\$ 1,508,700
Water & Wastewater Fund								
Wastewater	\$ 836,700	\$ 952,800	\$ 176,600	\$ 400	\$ 277,100	\$ 48,000	\$ 100,000	\$ 2,391,600
Water Distribution	566,200	108,700	89,100	800	253,100	-	100,000	1,117,900
Water Treatment	528,100	648,900	443,500	-	7,625,700	-	100,000	9,346,200
Total Water & Wastewater Fund	\$ 1,931,000	\$ 1,710,400	\$ 709,200	\$ 1,200	\$ 8,155,900	\$ 48,000	\$ 300,000	\$ 12,855,700
911 Consolidated Center	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 28,630	\$ 2,863	\$ 31,493
Illinois Municipal Retirement Fund	\$ 201,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 36,710	\$ 238,110
Business District Fund	\$ -	\$ 500	\$ -	\$ -	\$ 500,000	\$ 100,000	\$ 60,050	\$ 660,550
Motor Fuel Tax Fund	\$ -	\$ -	\$ -	\$ -	\$ 1,195,000	\$ -	\$ 100,000	\$ 1,295,000
Firemen's Pension Fund	\$ 38,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,800	\$ 41,800
Police Pension Fund	\$ 920,000	\$ 76,750	\$ -	\$ -	\$ -	\$ 100	\$ 99,685	\$ 1,096,535
Village Total	\$ 10,182,000	\$ 13,901,280	\$ 1,703,070	\$ 2,900	\$ 14,880,700	\$ 622,130	\$ 1,431,900	\$ 42,723,980

TRUTH IN TAXATION LAW CERTIFICATE OF COMPLIANCE

I, the undersigned, do hereby certify that I am the presiding officer of the Village of Morton, Tazewell County, Illinois, and as such presiding officer I certify that the levy ordinance, a copy of which is attached, was adopted pursuant to, and in all respects in compliance with, the provisions of Sections 18-60 through 18-85 of the "Truth in Taxation Law".

- _____ 1. The taxing district published a notice in the newspaper and conducted a hearing meeting the requirements of the Truth in Taxation Law.
- X 2. The taxing district's aggregate levy did not exceed a 5% increase over the prior year's extension. Therefore, a notice and a hearing were not necessary.
- _____ 3. The proposed aggregate levy did not exceed a 5% increase over the prior year's extension. Therefore, a hearing was not held. The adopted aggregate tax levy exceeded 5% of the prior year's extension and a notice was published within 15 days of its adoption in accordance with the Truth in Taxation Law.
- _____ 4. The adopted levy exceeded the amount stated in the published notice. A second notice was published within 15 days of the adoption in accordance with the Truth in Taxation Law.

Presiding Officer

Date



ALTORFER INC. PRODUCTS PURCHASE ORDER

Branch: Cedar Rapids, IA	2600 6th Street SW, Cedar Rapids, IA 52404	Ph: (319) 365-0551
Branch: Davenport, IA	4712 Buckeye Street, Davenport, IA 52802	Ph: (563) 324-1935
Branch: East Peoria, IL	1 Capitol Drive, East Peoria, IL 61611	Ph: (309) 694-1234
Branch: Hannibal, MO	3520 Moberly Avenue, Hannibal, MO 63401	Ph: (573) 221-8600
Branch: Moberly, MO	701 US-24, Moberly, MO 65270	Ph: (660) 263-8200
Branch: Springfield, IL	4949 International Parkway, Springfield, IL 62711	Ph: (217) 529-5541
Branch: Urbana, IL	1519 West Kenyon Road, Urbana, IL 61801	Ph: (217) 359-1671

Date: 11/17/2021 Salesman Name: Regan Jones NEW RPO Conversion USED

Customer Name: Village of Morton Customer No: 348505

Address: 120 N. Main St. F.O.B. POINT: PIA

City, State, Zip: Morton, IL 61550 Type of Work: 202

Phone: 309-266-5361 Email: cloudermilk@morton-il.gov

Sales Contact: Craig Loudermilk

Purchase Order No. _____

ID NO	214N068	MODEL	926M	S/N	W5L01823	Sale Price
(1) New 2022 Caterpillar 926M Wheel Loader, S/N W5L01823, w/ Fusion Q/C 2.7 YD3 Boce Bkt, 3V, Ride Control, Cold Weather Start, AM/FM Bluetooth Radio, Deluxe Cab w/ Deluxe Seat, LED lights, PL641 Product Link, Standard Fenders and Standard Counterweight 60 months / 2,500 hours PREMIER EPP included						\$156,000.00
Altorfer Guaranteed Buyback 60 months / 2,500 hours = \$100,000						

Added Options: _____

Payment Terms: Total Purchase Price **\$156,000.00**

Due Upon Receipt

Caterpillar Financial Terms: **Gov't Transaction**

Other Financial Terms:

Bill of Sale for Property Taken In Trade					Sale Price After Trade Allowance	
(See terms and conditions row 17 for more information)						
Year	Make	Model	Serial No	Allowance	Sales Tax:	
2016	CAT	926M	LTE02768	\$85,000.00	Rental applied:	\$0.00
					EM Solution:	\$0.00
					Payoffs:	\$89,513.56
					Other (Doc Fee):	\$350.00
					Balance Due:	\$160,863.56
					Cash with Order:	\$0.00
Customer Signature: _____					Total Balance Payable:	\$160,863.56

WARRANTY ON EQUIPMENT EXTENDED BY SELLER

Warranty coverage on the equipment covered by this order, if any, has been explained to Purchaser. The warranty coverage is outlined below and indicated by the box checked.

Extended Warranties start at delivery date.

NEW Standard Factory Warranty Extended Warranty:

Note: Extended warranties start on Delivery Date.

USED, AsIs, WhereIs Note Special Agreements: 60 months / 2,500 hours PREMIER EPP

We, the Purchaser, understand that ANY warranty work is to be completed in an Altorfer facility only. For ANY warranty work completed "in the field" after the standard warranty expires, travel time and mileage charges will apply.

Customer Initials: CL

EQUIPMENT MANAGEMENT AND PRODUCT LINK

Your Machine(s) has been enrolled in the following EMSolutions: Level 3 Package to include Product Link installed and activated, VisionLink™ access and training, reports and recommendations, and PartStore™ access (new in territory sales only), 12 Month / 500 HR Level 4 Basic CVA, that will include one (1) PM2 Kit.* (Does not include air filters, oil or labor. New in territory sales only)

Yes No Your agreement includes PM-2 500 hour parts kit customer value agreement (CVA)

AUTHORIZED SIGNATURES

Acceptance Recommended By Salesman: Regan Jones

Accepted this 17th day of November, 2021

by Altorfer _____

Customer Signature: _____

Title: Public Works Director

Customer Print Name: Village of Morton

This order is subject to the attached terms and conditions

THIS ORDER IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS

1. **NEW WARRANTY.** New Caterpillar products are sold subject to the terms of the applicable warranty. Copies of the warranty applicable to this purchase are attached hereto and the customer, by initialing below, acknowledges the receipt of the listed warranties.

Initials	Form	Date	Initials	Form	Date
	Self 5070				
	Self 5069 (Century Line)				

2. **USED WARRANTY.** Dealer guarantees a used machine against mechanical failure for a period of _____ days or _____ service meter hours (whichever comes first) as set out below. Dealer will pay _____ % and the Customer _____ % of the cost of repairs.

- a. Warranty covers both parts and labor necessary to repair an inoperative machine.
- b. Dealer and Customer will share the cost of such repairs (including replacement parts, labor, service expense and mileage as required) in the proportion shown above.
- c. Customer agrees to promptly report to Dealer any mechanical failures that occur during the term of this agreement, and to make the machine available on request to Dealer during its regular daytime working hours; if the Customer desires the work done outside of regular hours, Customer agrees to pay the difference between standard rates and overtime rates in effect at that time.
- d. Warranty period begins on the date of delivery of the machine to the Customer.
- e. Warranty does not cover expendable items such as glass, tires, cable, hoses, cutting edges, filters, oils, grease, electrical equipment, batteries, etc.
- f. Dealer reserves the right to inspect the machine at any time, and to refuse any claim resulting from negligence or abuse.
- g. All repair work is to be performed by Dealer except as otherwise authorized by Dealer.
- h. IF THE PARTICIPATION IN COST OF REPAIRS OF DEALER IS SHOWN AS "NONE," THE MACHINE IS SOLD "AS IS" WITHOUT WARRANTY OF ANY KIND, AND AT THE CUSTOMER'S ENTIRE RISK AND RESPONSIBILITY.

THE ABOVE WARRANTIES, IF ANY, ARE IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED; THERE IS NO WARRANTY OF MERCHANTABILITY; THERE IS NO WARRANTY THAT THE EQUIPMENT SHALL BE FIT FOR ANY PARTICULAR PURPOSE OR USE; NO WARRANTIES EXTEND BEYOND THE DESCRIPTIONS CONTAINED HEREIN.

3. **CONDITION OF TRADE-IN.** If, in the opinion of the Dealer, the mechanical condition of the trade-in (if any) is substantially different when it is turned over to the Dealer than it was when this Purchase Order was signed, the Dealer reserves the right to request that the trade-in allowance figure be reevaluated.

4. **TITLE WARRANTY.** Dealer warrants full and complete title to the goods which are subject to this agreement including the warranty that (a) the Dealer has good title to the goods; (b) the Dealer has the right to convey title to the goods; (c) the goods sold shall be free and clear of encumbrances, security interests, liens and charges.

5. **ACCEPTANCE.** Goods sold pursuant to this agreement shall be inspected by the Customer upon arrival and any use of the goods for purposes other than inspection and testing during this period shall constitute an acceptance. If the goods fail to conform to the agreement in any way, the Customer shall notify the Dealer within five (5) days of arrival and failing such notification the goods shall be deemed to have been accepted.

6. **FORCE MAJEURE.** The Dealer shall not be responsible for any delay of other failure to perform caused by reason of strikes, lockouts, or other labor difficulties or by material shortages, fires, floods, and other acts of God, accidents, embargoes, acts of war, conditions caused by a national emergency, any rule, order or regulations of any governmental body or agency, delays of subcontractors, or by reason of any other act beyond the reasonable control of Dealer, and Dealer's time for performance shall be extended accordingly. If delivery is delayed or interrupted for any such cause, Dealer may store the equipment at Customer's expense and risk and if on premises controlled by Dealer, may charge therefor at a rate similar to that charged by a public warehouse. Any such storage be deemed delivery for the purpose of this agreement.

7. This agreement shall be construed under the laws of the State of Iowa and the United States of America. The courts of such state shall have exclusive jurisdiction over all controversies arising out of or in connection with this agreement. It is understood, however, that if any portion of this agreement is prohibited or contrary to the laws of any County, State, Province or other political subdivision in which it is used or to which it is made applicable, it shall, as to said County, State, Province or other political subdivision be ineffective and void to the extent of such prohibition or illegality without invalidating any of its remaining provisions, and to this end the provisions and clauses of this agreement are declared to be severable.

8. Any taxes or import duties imposed by the laws of any County, Dominion, State, Territory, Province, Municipality or other authority, which Dealer may be required to pay or to reimburse to others by reason of them manufacture, ownership, use or sale of any goods delivered under this agreement, will be added to the price of the goods either as a separate item or included in the invoice price of the goods, as the law may require or Dealer may determine.

9. This agreement is not subject to cancellation or to change unless requested by the Customer and accepted in writing by the Dealer. In the event of any such cancellations, the Customer shall pay the Dealer within 30 days of such cancellation reasonable costs and all other expense incurred by Dealer prior to receipt of the request for cancellation (including but not limited to engineering expenses and all commitments to its suppliers, sub-contractors, and others) plus an amount equal to fifteen percent (15%) of the total of the foregoing.

10. Any payments agreed to by the Customer and not fulfilled by the Customer on the date promised, shall be subject to a late payment penalty of 1.5% interest per month (18% per year). The minimum penalty shall be \$2.00 per month. This charge will continue until the amount and interest are paid in full.

11. Purchaser is hereby notified that Altorfer Rents has assigned to CATD Exchange Services, LLC, acting in its capacity as a Qualified Intermediary, its rights (including its rights with respect to all money and any trade-ins, but none of its obligations) with respect to the sale of this equipment. Payment must be made to "CATD ES as QI for Altorfer Rents" and mailed to Altorfer Rents, P.O. Box 1347, Cedar Rapids, IA 52406.

12. **REMEDIES.** The rights and remedies of the Dealer shall not be exclusive but shall be cumulative and in addition to any other rights and remedies provided by any and all clauses of this Purchase Order and to all other rights and remedies in law or equity.

13. **ALTORFER IS NOT LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR ANY BREACH OF WARRANTY OR DAMAGES OF ANY NATURE, PERSONAL OR PROPERTY, SUFFERED OR SUSTAINED IN THE OPERATION OF THE EQUIPMENT OR RESULTING FROM FAILURE OR INADEQUACY OF THE EQUIPMENT OR ITS COMPONENTS; AND THAT ALTORFER SHALL NOT BE DEEMED OR HELD OBLIGATED, LIABLE OR ACCOUNTABLE UPON OR UNDER ANY GUARANTEE OR WARRANTY, EXPRESS OR IMPLIED, STATUTORY BY OPERATION OF LAW, OR OTHERWISE, IN ANY MANNER OR FORM BEYOND THE AGREEMENTS OF SUB-PARAGRAPHS 1 OR 2 THIS AGREEMENT.**

14. Any action of any type by any party to this Agreement relating to this Agreement, whether such action be for breach of contract, breach of warranty, in tort or under any other legal theory, must be commenced within two (2) years of accrual of the cause of action.

15. Customer agrees that this agreement can be filed as public notice of a lien in favor of Altorfer Inc. This filing will be made with the competent agency as designated by law. Customer affirms that this agreement creates a lien in favor of Altorfer Inc.

16. **EFFECTIVE DATE OF AGREEMENT.** This agreement must be approved and signed by an authorized officer/agent of Altorfer before any of its terms or conditions are valid.

17. **Bill of Sale** - the customer hereby certifies that there is no lien, claim, debt, mortgage or encumbrance of any kind, nature or description against this property now existing, of record or otherwise, and that same is free and clear and is their sole and absolute property.

RESOLUTION NO. 15 -22

**RESOLUTION AUTHORIZING AGREEMENT WITH
PHILLIPS, SALMI & ASSOCIATES, LLC.**

WHEREAS, the Village has inquired of Phillips, Salmi & Associates, LLC, for a proposal to provide auditing services beginning with the fiscal year ending April 30, 2022; and

WHEREAS, the Village has determined that the firm of Phillips & Salmi & Associates, LLC, exhibits the ability to provide audit services for the Village at the most cost-effective manner for 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 firm of Phillips, Salmi & Associates, LLC., be engaged to provide audit services for the Village for the fiscal years of 2022, 2023, 2024 & 2025 for a fee of \$20,950, \$21,450, \$21,950, and \$22,450 for respective years, along with an additional fee of \$3,100, \$3,150, \$3,200, and \$3,250, respectfully, for the additional services for a Federal Single Audit if required during these years, and for the annual audit and related reports.

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



PHILLIPS, SALMI + ASSOCIATES, LLC
CERTIFIED PUBLIC ACCOUNTANTS

VILLAGE OF MORTON, ILLINOIS

**PROPOSAL TO PROVIDE PROFESSIONAL
AUDITING SERVICES**

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PHILLIPS, SALMI + ASSOCIATES, LLC
CERTIFIED PUBLIC ACCOUNTANTS

November 15, 2021

Village of Morton, Illinois
Attn: Julie Smick
120 North Main Street
Morton, IL 61550

Dear Ms. Smick,

Thank you for considering Phillips, Salmi + Associates, LLC to provide the financial statement audits of the Village of Morton, Illinois.

Phillips, Salmi + Associates, LLC is a public accounting firm located in Washington, Illinois. We bring a combined 80 years of governmental experience to our clients. This extensive knowledge with governmental entities not only enables us to perform the requested services, but we also provide valuable insights and recommendations to improve your Village's operations.

We look forward to a positive response to our proposal and working with you in the future. Please contact us if you have any questions or would like more information.

Sincerely,

PHILLIPS, SALMI + ASSOCIATES, LLC

Lori Salmi, CPA
Principal

Aaron Phillips, CPA
Principal

WHAT YOU CAN EXPECT

Firm Information

Phillips, Salmi + Associates, LLC is a certified public accounting firm located at 112 South Main Street, Washington, Illinois. The firm was founded in 2010 by Aaron Phillips and Lori Salmi. Currently, our firm is comprised of two partners, one manager, five staff accountants and an administrative assistant. Our firm is committed to delivering high quality audit, taxation, and consulting services to governmental entities and nonprofit organizations at a reasonable fee. We accomplish this through timely service and turnaround between audit fieldwork and delivery of audited financial statements, providing value added business and accounting recommendations, and being available for consultation throughout the year.

Professional Memberships and Quality

- American Institute of Certified Public Accountants (AICPA)
 - Governmental Audit Quality Center
 - Employee Benefit Plan Audit Quality Center
 - Not for Profit Section Member
- Illinois CPA Society

Client Service Providers

In working with you, Lori Salmi will be actively involved as the Village's client service provider. Aaron Phillips will act as quality control reviewer and consultant on financial statement recognition and presentation matters. Lori will be onsite at the Village during audit fieldwork performing the necessary audit procedures. Lori Salmi will act as the partner in charge of your audit. Our firm members have met all continuing educational requirements. Additional staff will be determined based on scheduling and engagement needs. All staff have been trained on how to audit computerized systems.

Lori Salmi began her career in the Chicagoland area at a large firm with a niche in the governmental and the nonprofit industries. Lori's past governmental experience includes park districts, municipalities, counties, and police and fire pension funds. In 1996, Lori moved to back Central Illinois and over the years, Lori's responsibilities grew to include being the client service shareholder on audits of municipalities, school districts, libraries, and police and fire pension funds here in Central Illinois.

Aaron Phillips has worked in public accounting for over twenty years, and his governmental experience includes managing various audits of municipalities and other governmental entities. Aaron's duties center on supervising the day to day operations and planning and coordinating the audit with management and the council of the governing boards.

Additional background information about each appears at the end of this proposal.

SCOPE OF SERVICES

We understand the Village is seeking an independent accounting firm to perform an audit of the financial statements for the years ending April 30, 2022, in accordance with the generally accepted auditing standards.

For the Village audit, we will:

- Issue a report on:
 - Fair presentation of the financial statements in conformity with the modified cash basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America.
 - “In-relation-to” opinion of the combining and individual fund statements and schedules.
- Draft the financial statements and notes, including the Basic Financial Statements and Other Supplementary Information, for Village personnel to review.
- Provide a formal letter summarizing our audit responsibilities in accordance with Statement on Auditing Standards.
- Provide a formal letter summarizing internal control deficiencies, if deemed significant.
- Preparation of the Annual Financial Report to the Comptroller of the State of Illinois.
- Assist with implementation of any new governmental accounting principles that may become effective during the period we are contracted for audit services
- Preparation of the Schedule of Expenditures of Federal Awards, if applicable.
- Preparation of the Single Audit Data Collection Form (SF-SAC) for reporting on Audits of States, Local Governments, and Nonprofit Organizations, if applicable.
- Prepare calculations and propose adjusting journal entries for government-wide financial statements.
- Major fund determination calculation for financial statement presentation.
- Assist in preparing depreciation schedules.
- Assist in preparing the CYEFR.

FEE STRUCTURE

We are pleased to present our proposal to perform the audit, as previously detailed in the scope of services section of this proposal, of the Village of Morton, Illinois for the years ending April 30, 2022, 2023, 2024 and 2025. This fee is based on anticipated cooperation from your personnel. If unexpected circumstances require significant additional time, we will discuss it with you before we incur such costs. Should the Village be required to have a single audit performed in accordance with Title 2 *U.S. Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, this work will be performed at an additional fee as determined by the scope of the work required.

	Financial Statement	Single Audit
April 30, 2022	\$ 20,950	\$ 3,100
April 30, 2023	21,450	3,150
April 30, 2024	21,950	3,200
April 30, 2025	22,450	3,250

Should your organization request and we agree to perform other services, our fees would be based on our discounted hourly rates ranging based upon staff experience ranging from \$100 to \$150 per hour.

Included in our fees we are available for routine telephone calls from your personnel throughout the year, not just during the time of our audit.

BIOGRAPHICAL INFORMATION

Lori R. Salmi, CPA

Managing Partner

Lori provides accounting, auditing and advisory services to clients in small businesses, local government, nonprofit organizations, and employee benefit plans. In addition, to working closely with her clients, Lori has responsibility for the day-to-day operations of the firm.

Lori received her bachelor's degree from Illinois State University and has more than 30 years of public accounting experience. Prior to forming Phillips, Salmi + Associates, LLC in 2010, Lori was the assurance department head and shareholder at a certified public accounting firm in the Peoria, Illinois area.

Lori is a member of the American Institute of Certified Public Accountants (AICPA) and the Illinois CPA Society. She has served on the Illinois CPA Society's Peer Review Report Acceptance Committee and the Nonprofit Organizations Committee.

Lori, her husband Bill, and their two children live in Washington. Lori's outside interests include youth hockey programs, traveling and golfing with her family.

Aaron Phillips, CPA

Client Service Partner

Aaron provides accounting, auditing and tax advisory services to clients in construction, manufacturing, retail, local governments, nonprofit organizations and employee benefit plans. He received his bachelor's degree from Bradley University, and has more than 20 years of public accounting experience.

Aaron leads the tax and small business consulting areas of the firm and is a member of the AICPA tax section. Regularly consulting with small businesses and their owners on accounting and tax matters, Aaron seeks to develop and implement client specific strategies to minimize tax obligations over the long term.

Outside of tax season, Aaron works closely with local governments and non-profits providing audit services. In conjunction with the firm's core values, Aaron is regularly working at the client's office providing services. This face-to-face interaction facilitates the firm's focus on providing clients value added communication.

Aaron and his wife, Jamie, live in Washington and spend most of their time with their two children. Most nights and weekends the family can be found at their children's extracurricular activities. They also enjoy outdoor activities, such as camping, and spending time with extended family and friends. Aaron also manages crop production of his family farming operation in Bureau County.



PHILLIPS, SALMI + ASSOCIATES, LLC
CERTIFIED PUBLIC ACCOUNTANTS

AUDITOR'S QUALIFICATIONS

November 15, 2021

Village of Morton, Illinois
Attn: Julie Smick
120 North Main Street
Morton, IL 61550

Dear Ms. Smick,

This letter certifies the following:

1. Phillips, Salmi + Associates, LLC is properly licensed for public practice as a certified public accounting firm. Lori Salmi, CPA and Aaron Phillips, CPA are properly licensed for public practice as certified public accountants.
2. Phillips, Salmi + Associates, LLC meets the independence and other requirements of *Government Auditing Standards*, including having completed continuing professional education programs in governmental accounting and auditing.
3. Phillips, Salmi + Associates, LLC belongs to and participates in a qualified peer review program that includes a review of the governmental audits performed by the firm.
4. Phillips, Salmi + Associates, LLC does not have a record of substandard audit work.

Sincerely,

PHILLIPS, SALMI + ASSOCIATES, LLC

Lori Salmi, CPA
Principal

Aaron Phillips, CPA
Principal

Double click on the document to open it in a new window. Make edits as needed and exit the document. The edits will transfer to the below preview.



DIGITAL AUTHORIZATION

CATERPILLAR TELEMATICS DATA AND CAT REMOTE SERVICES-SOFTWARE UPDATES PROCESS FOR SELECT PRODUCT LINK TELEMATICS AND CAT EQUIPMENT CONTROL MODULE SOFTWARE.

Customer equipment has installed devices that transmit data to Caterpillar Inc. ("Caterpillar").

Data transmitted to Caterpillar is used in accordance with **Caterpillar's Data Governance Statement ("DGS")**, which describes Caterpillar's practices for collecting, sharing and using data and information related to customers machines, products, Devices or other Assets and their associated worksites. The DGS can be reviewed at [https://www.caterpillar.com/content/dam/caterpillar/us/en/connected/caterpillar-dgs.pdf](#)

Caterpillar's process for performing remote diagnostics and making available remote software and firmware updates and upgrades, such as configuration, patches, bug fixes, new or enhanced features, etc., for Assets and Devices is described in the **Cat® Remote Services - Software Update Process for select Productlink™ Telematics and Cat Equipment Control Module Software document (the "RSP Document")**. The RSP Document can be reviewed at [https://www.caterpillar.com/content/dam/caterpillar/us/en/connected/caterpillar-rsp.pdf](#)

Company acknowledges and agrees to data transmission to Caterpillar via devices installed on Company equipment or by other means as outlined and described in the DGS, and grants to Caterpillar the right to collect, use, and share such information, including to its Distribution Networks or other affiliates, in accordance with the [Caterpillar Data Governance Statement](#). Company's authorization also applies to any data and information previously collected by Caterpillar.

AGREE

DECLINE

Company acknowledges and agrees to participate in Remote Services (including, remote diagnostics and remote updates and upgrades) and authorizes Caterpillar to remotely access, program, and install updates and upgrades for Company's Assets and Devices in accordance with the [Remote Services Process Document](#).

AGREE

DECLINE

The rights granted in this authorization survive the termination or expiration of the Company's subscriptions to any Digital Offerings. Except as set out in a written agreement between Company and Caterpillar expressly referencing the Data Governance Statement, this authorization supersedes and replaces any other authorizations with regard to the subject matter hereof.

Village of Morton

Company

Village of Morton

Company (Print)

Craig Loudermilk

Company Representative (Print)

Signature

11/18/2021

Date

FOR DEALER USE ONLY

Company UCID

Company Representative CWS ID

Main Store Dealer Code

Dealer Representative Name

Dealer Representative CWS ID

