

**AGENDA**  
**REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE VILLAGE OF MORTON, ILLINOIS**  
**7:00 P.M.**  
**MONDAY, APRIL 18, 2022**  
**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 – April 4, 2022
    - 2. Closed Session – April 4, 2022
  - B. Approval of Bills
- VIII. CONSIDERATION OF ITEMS REMOVED FROM THE CONSENT AGENDA**
- IX. VILLAGE PRESIDENT**
  - A. July 3<sup>rd</sup> Fireworks
  - B. Appoint Mike Wharram and Jack Bartholomew to the Zoning Board of Appeals for a term that will expire on 4/30/2027.
  - C. Appoint Kara Knepp and Nathan Geil to the Planning Commission for a term that will expire on 4/30/2027.
- X. VILLAGE CLERK**
- XI. VILLAGE ADMINISTRATOR**
  - A. Presentation of Fiscal Year 2023 Budget for Approval
- XII. CHIEF OF POLICE**
- XIII. CORPORATION COUNSEL**
  - A. Resolution Authorizing Development Agreement between Village of Morton and Ryan Companies US, Inc. and Precision Planting LLC for 85 acres +/- off Erie Avenue
- XIV. DIRECTOR OF FIRE AND EMERGENCY SERVICES**
- XV. DIRECTOR OF PUBLIC WORKS**
  - A. Acceptance of Bid for the Main Street Lighting Project in the Amount of \$ 268,907.50 and Award of Contract for Same to Laser Electric, Inc.
  - B. Acceptance of Proposal from Crawford, Murphy & Tilly, Inc. for the design of the Erie Court Watermain Extension Project on a time & expense basis to a not to exceed amount of \$ 43,500.00.
  - C. Acceptance of Proposal from Hanson Professional Services, Inc. for the design of the Erie Ave. and Birchwood St. Roadway Improvements on a time & expense basis to a not to exceed amount of \$ 71,000.00.
  - D. Acceptance of Proposal from Midwest Engineering Associates, Inc. for the Flint Ave. Roadway Improvements on a time & expense basis to a not to exceed amount of \$ 132,500.
- XVI. ZONING AND CODE ENFORCEMENT OFFICER**
  - A. Memo Briefing on Enterprise Zone 3<sup>rd</sup> Amendment.
  - B. An Ordinance Amending Designating Area as an Enterprise Zone and Related Matters Under Section 5 of the Enterprise Zone Act.
  - C. Petition No. 22-05 SP
  - D. PRELIMINARY / FINAL PLAT PRECISION PLANTING SUBDIVISION



**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., April 4, 2022**

After calling the meeting to order, President Kaufman led the Pledge of Allegiance. Clerk Evans called the roll and the following Trustees were present: Blunier, Hilliard, Leitch, Menold, Newman – 5.

**PUBLIC HEARING** – None.

**PRESENTATIONS** – None.

**PUBLIC COMMENT** – Leigh Ann Brown announced upcoming events and important dates for the Morton Chamber of Commerce and Economic Development Council.

**CONSENT AGENDA**

- A. Approval of Minutes.
  - 1. Regular Meeting – March 21, 2022
  - 2. Closed Session – March 21, 2022
- B. Approval of Bills

Trustee Menold moved to approve the Consent Agenda. Motion was seconded by Trustee Leitch 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** – Administrator Smick presented Ordinance 22-18: An Ordinance Making Amendments Regarding the Charge for Gas Usage Service Charge to Section 8-2-15 of the Morton Municipal Code. After she explained the purpose and need for this ordinance, there was a brief discussion. Following this discussion, Trustee Newman motioned to approve the Ordinance, it was seconded by Trustee Menold, and approved by the following roll call vote:

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

Administrator Smick then presented the preliminary budget for fiscal year 2023 and notified the Trustees that it was simply for their review prior to being on the next meeting's agenda.

**CHIEF OF POLICE** – None.

**CORPORATION COUNSEL** – None.

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



**DIRECTOR OF PUBLIC WORKS** – DPW Loudermilk requested acceptance of bids for the 2022 Street Overlay Program from General Funds for Mill & Overlay in the Amount of \$ 1,675,869.04 and Award of Contract for Same to R.A. Cullinan & Son, Inc., from MFT Funds for Sealcoating in the Amount of \$ 95,840.00 and Award of Contract for Same to Porter Brothers, and from MFT Funds for Fog Coating in the Amount of \$ 44,450.41 and Award of Contract for Same to R.A. Cullinan & Son, Inc. Trustee Menold motioned to approve the bids and it was seconded by Trustee Hilliard before being approved by the following roll call vote:

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

DPW Loudermilk then requested acceptance of Bid for the 2022 Miscellaneous Concrete Repairs Project in the Amount of \$ 1,258,790.35 and Award of Contract for Same to Otto Baum Co., Inc. There was some discussion regarding this project and why only one bid was received. Trustee Newman motioned to accept the bid. The motion was seconded by Trustee Leitch and approved by the following roll call vote:

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

DPW Loudermilk then requested acceptance of Proposal from Xylem Dewatering Solutions, Inc. (Mokena, IL) for a new 6” Godwin CD150S Pump for the Wastewater Department in the Amount of \$ 47,721.92. Trustee Hilliard motioned to accept the proposal and it was seconded by Trustee Leitch. The proposal was approved by the following roll call vote:

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

DPW Loudermilk then requested acceptance of Proposal through Sourcewell and from Altorfer Inc. for a 2022 Cat 420XE Backhoe Loader in the Amount of \$ 69,000.00 (Includes Trade-In of 2018 John Deere 310SL HL Backhoe Loader). Also includes a 5-year/2,000 Hour Guaranteed Buyback Price for \$ 75,000. Trustee Menold questioned if the hours were good and DPW Loudermilk said that they were. Trustee Blunier positively commented regarding the use of Sourcewell to obtain the best prices. Trustee Newman motioned to accept the proposal and it was seconded by Trustee Menold. The proposal was accepted by the following roll call vote:

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

Finally, DPW Loudermilk requested acceptance through Sourcewell and from Cross Implement, Inc. (Minier, IL) for a 2022 John Deere Gator in the Amount of \$ 23,816.18. Trustee Newman asked if this would be fully funded out of the wastewater budget and it was confirmed. Trustee Leitch asked what the department would be doing with the old gator and that sparked a brief discussion regarding the Police Department’s need for a new one. Trustee Newman motioned to





accept the proposal and it was seconded by Trustee Leitch. The proposal was accepted by the following roll call vote:

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

**ZONING AND CODE ENFORCEMENT OFFICER** – President Kaufman introduced Aaron Freeman of U-Haul and the two spoke and showed photos regarding plans for the business. ZCO Marks had Petition No. 22-04 SP for the U-Haul facility listed on the agenda and Trustee Hilliard motioned to approve it. This motion was seconded by Trustee Menold. Following these motions, Trustee Leitch motioned to amend Petition No. 22-04 SP by adding an addendum. The motion to amend was seconded by Trustee Hilliard and the addendum was read by Trustee Leitch. The amendment was approved by the following roll call vote:

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

Following approval of the amendment, amended Petition No. 22-04 SP was approved by the following roll call vote:

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

**VILLAGE TRUSTEES**

Trustee Blunier – None.  
Trustee Hilliard -None.  
Trustee Leitch -None.  
Trustee Menold – None.  
Trustee Newman – None.  
Trustee Parrott – None.

**CLOSED SESSION** was had for the Purpose of Discussing Collective Negotiating Matters Between the Village and its Employees or Their Representatives, per 5 ILCS 120/2(c)(2). A motion to enter into this closed session was made by Trustee Leitch and seconded by Trustee Hilliard with approval given by the following roll call vote:

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

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

**ADJOURNMENT**

With no further business to come before the Board, Trustee Hilliard 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



**Main St. Lighting Bid Tab**  
**Village of Morton**

**Bid Date: 4/5/22**  
**Bid Time: 10:00 AM**

CODE NUMBER	PAY ITEM	UNIT	QUANTITY	LASER ELECTRIC INC.		OBERLANDER ELECTRIC CO.	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
81028340	UNDRGRD C PVC 1 1/2	FOOT	50	\$ 17.65	\$ 882.50	\$ 25.00	\$ 1,250.00
81028720	UNDRGRD C CNC 1	FOOT	500	\$ 15.00	\$ 7,500.00	\$ 17.00	\$ 8,500.00
81028740	UNDRGRD C CNC 1 1/2	FOOT	2,000	\$ 17.50	\$ 35,000.00	\$ 18.50	\$ 37,000.00
81400700	HANDHOLE PCC	EACH	6	\$ 1,900.00	\$ 11,400.00	\$ 3,500.00	\$ 21,000.00
81702120	EC C XLP USE 1C 8	FOOT	12,500	\$ 3.50	\$ 43,750.00	\$ 2.00	\$ 25,000.00
81702130	EC C XLP USE 1C 6	FOOT	50	\$ 7.50	\$ 375.00	\$ 6.00	\$ 300.00
81702160	EC C XLP USE 1C 1/0	FOOT	150	\$ 9.50	\$ 1,425.00	\$ 20.00	\$ 3,000.00
82110008	LUM LED RDWY H	EACH	13	\$ 1,620.00	\$ 21,060.00	\$ 1,850.00	\$ 24,050.00
83002600	LT P A 40MH 15DA	EACH	13	\$ 7,000.00	\$ 91,000.00	\$ 7,100.00	\$ 92,300.00
83600300	LIGHT POLE FDN 30D	FOOT	78	\$ 270.00	\$ 21,060.00	\$ 300.00	\$ 23,400.00
84200500	REM LT UNIT SALV	EACH	1	\$ 750.00	\$ 750.00	\$ 2,200.00	\$ 2,200.00
84200804	REM POLE FDN	EACH	1	\$ 750.00	\$ 750.00	\$ 2,500.00	\$ 2,500.00
X8380070	BA DEVICE, T-BASE, 15 IN TP & 17 INCH BTM BOLT CIRCLE	EACH	13	\$ 1,535.00	\$ 19,955.00	\$ 1,500.00	\$ 19,500.00
Z0013798	CONSTRUCTION LAYOUT	L SUM	1	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00
MOR0001	METER PED & LIGHTING CONT COMB UNIT, SPECIAL	EACH	1	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00
				<b>TOTAL BID:</b>	<b>\$ 269,907.50</b>	<b>TOTAL BID:</b>	<b>\$ 279,000.00</b>



**2022 STANDARD AGREEMENT FOR PROFESSIONAL SERVICES**

**THIS AGREEMENT** made between Village of Morton, whose address is 120 N. Main Street, Morton, IL 61550, hereinafter called the **CLIENT** and Crawford, Murphy & Tilly, Inc., Consulting Engineers, 2750 West Washington Street, Springfield, Illinois 62702, hereinafter called the **ENGINEER**.

**WITNESSETH**, that whereas the **CLIENT** desires the following described professional engineering, land surveying or architectural services:

The **ENGINEER** shall provide construction phase engineering services for Erie Court Watermain Extension Project in accordance to the attached Exhibit A Detailed Scope of Services.

**NOW THEREFORE**, the **ENGINEER** agrees to provide the above described services and the **CLIENT** agrees to compensate the **ENGINEER** for these services in the manner checked below:

On a time and expense basis in accordance with the attached Schedule of Hourly Charges which is subject to change at the beginning of each calendar year. Reimbursable direct expenses will be invoiced at cost. Professional or Subconsultant services performed by another firm will be invoiced at cost plus ten percent.

At the lump sum amount of \$\_\_\_\_\_.

**IT IS MUTUALLY AGREED THAT**, payment for services rendered shall be made monthly in accordance with invoices rendered by the **ENGINEER**.

**IT IS FURTHER MUTUALLY AGREED:**

The work shall be completed on a time and materials basis to a not to exceed amount of \$43,500.00 without further authorization from the **CLIENT**

The **CLIENT** and the **ENGINEER** each binds himself, his partners, successors, executors, administrators and assignees to each other party hereto in respect to all the covenants and agreements herein and, except as above, neither the **CLIENT** nor the **ENGINEER** shall assign, sublet or transfer any part of his interest in this **AGREEMENT** without the written consent of the other party hereto. This **AGREEMENT**, and its construction, validity and performance, shall be governed and construed in accordance with the laws of the State of Illinois. This **AGREEMENT** is subject to the General Conditions attached hereto.

**IN WITNESS WHEREOF**, the parties hereto have affixed their hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2022.

**CLIENT:**

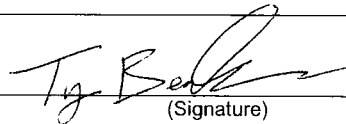
**ENGINEER:**

**VILLAGE OF MORTON**

**CRAWFORD, MURPHY & TILLY, INC.**

\_\_\_\_\_  
(Client Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
  
(Signature)

**Craig Loudermilk, Director of Public Works**

**Ty Besalke, Group Manager**

\_\_\_\_\_  
(Name and Title)

\_\_\_\_\_  
(Name and Title)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**CMT Job No.** \_\_\_\_\_

**STANDARD GENERAL CONDITIONS**  
**Crawford, Murphy & Tilly, Inc.**

1. Standard of Care

In performing its professional services hereunder, the **ENGINEER** will use that degree of care and skill ordinarily exercised, under similar circumstances, by members of its profession practicing in the same or similar locality. No other warranty, express or implied, is made or intended by the **ENGINEER'S** undertaking herein or its performance of services hereunder.

2. Reuse of Document

All documents including Drawings and Specifications prepared by **ENGINEER** pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by **CLIENT** or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by **ENGINEER** for the specific purpose intended will be at **CLIENT'S** sole risk and without liability or legal exposure to **ENGINEER**; and **CLIENT** shall indemnify and hold harmless **ENGINEER** from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.

3. Termination

This Agreement may be terminated by either party upon seven days prior written notice. In the event of termination, the **ENGINEER** shall be compensated by the client for all services performed up to and including the termination date, including reimbursable expenses, and for the completion of such services and records as are necessary to place the **ENGINEER'S** files in order and/or to protect its professional reputation.

4. Parties to the Agreement

The services to be performed by the **ENGINEER** under this Agreement are intended solely for the benefit of the **CLIENT**. Nothing contained herein shall confer any rights upon or create any duties on the part of the **ENGINEER** toward any person or persons not a party to this Agreement including, but not limited to any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of them.

5. Construction and Safety

The **ENGINEER** shall not be responsible for the means, methods, procedures, techniques, or sequences of construction, nor for safety on the job site, nor shall the **ENGINEER** be responsible for the contractor's failure to carry out the work in accordance with the contract documents.

6. Payment

Payment for services rendered shall be made monthly in accordance with invoices rendered by the **ENGINEER**. If payment is to be on a lump sum basis, monthly payments will be based on the portion of total services completed during the month. Invoices, or any part thereof, which are not paid within 30 days after the date of issue shall bear interest at the rate of 1-1/2% for each month or fraction thereof from the date 30 days after issue to time of payment. **CLIENT** will pay on demand all collection costs, legal expenses and attorneys' fees incurred or paid by **ENGINEER** in collecting payment, including interest, for services rendered.

7. Indemnification for Release of Pollutants

If this project does not involve pollutants, this provision will not apply. This provision may not be deleted if the project involves pollutants.

If, due to the nature of the service covered under this Agreement including the potential for damages arising out of the release of pollutants, **CLIENT** agrees that in the event of one or more suits or judgments against **ENGINEER** in favor of any person or persons, or any entity, for death or bodily injury or loss of or damage to property or for any other claimed injury or damages arising from services performed by **ENGINEER**, **CLIENT** will indemnify and hold harmless **ENGINEER** from and against liability to **CLIENT** or to any other persons or entities irrespective of Engineer's compensation and without limitation. It is understood that the total aggregate liability of **ENGINEER** arising from services performed by **ENGINEER** shall in no event exceed \$50,000 or the total compensation received under this agreement whichever is greater, irrespective of the number of or amount of such claims, suits, or judgments.

8. Risk Allocation  Check box if this does not apply

The total liability, in the aggregate, of the **ENGINEER** and **ENGINEER'S** officers, directors, employees, agents and consultants, and any of them, to **CLIENT** and anyone claiming by, through or under **CLIENT**, for any and all injuries, claims, losses, expenses or damages arising out of the **ENGINEER'S** services, the project or this agreement, including but not limited to the negligence, errors, omissions, strict liability or breach of contract of **ENGINEER** or **ENGINEER'S** officers, directors, employees, agents or consultants, or any of them, shall not exceed the total compensation received by **ENGINEER** under this agreement, or the total amount of \$50,000, whichever is greater.

9. Project Schedule and Scope

Based on the schedule objectives provided by **CLIENT**, **ENGINEER** will develop a schedule of important milestones as necessary for the project for **CLIENT'S** review and approval. **ENGINEER** will monitor performance of services for conformance with the schedule and will notify **CLIENT** of any necessary changes to or deviations from the schedule. Where required by approved project schedule, **ENGINEER** will present the required deliverables and complete the required tasks at the appropriate intervals for **CLIENT'S** review and approval prior to payment.



**CRAWFORD, MURPHY & TILLY, INC.**  
**STANDARD SCHEDULE OF HOURLY CHARGES**  
**JANUARY 1, 2022**

Classification	Regular Rate
Principal	\$ 245
Project Engineer II Project Architect II Project Manager II Project Environmental Scientist II	\$ 235
Project Engineer I Project Architect I Project Manager I Project Environmental Scientist I Project Structural Engineer I	\$ 205
Sr. Structural Engineer II Sr. Architect II	\$ 190
Sr. Technician II	\$ 170
Aerial Mapping Specialist	\$ 165
Sr. Engineer I Sr. Architect I Sr. Structural Engineer I Land Surveyor	\$ 165
Technical Manager II Environmental Scientist III	\$ 150
Sr. Technician I	\$ 145
Sr. Planner I GIS Specialist Engineer I Architect I Structural Engineer I	\$ 145
Environmental Scientist II Technician II	\$ 125
Planner I Technical Manager I Environmental Scientist I Technician I Project Administrative Assistant	\$ 105
Administrative/Accounting Assistant	\$ 70

If the completion of services on the project assignment requires work to be performed on an overtime basis, labor charges above are subject to a 15% premium. These rates are subject to change upon reasonable and proper notice. In any event this schedule will be superseded by a new schedule effective January 1, 2023.

Out of pocket direct costs will be added at actual cost for blueprints, supplies, transportation and subsistence and other miscellaneous job-related expenses directly attributable to the performance of services. A usage charge may be made when specialized equipment is used directly on the project. Subconsultant services furnished to CMT by another company will be invoiced at actual cost, plus ten percent.

**EXHIBIT A**  
**Village of Morton, IL**  
**Erie Court Watermain Extension Project**  
**Design Phase Engineering Services**  
**SCOPE OF SERVICES**

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The **Scope of Services** for the Erie Court Watermain Extension Project shall consist of the construction of a new watermain from the intersection of Erie Court and Erie Avenue west to connecting to the existing watermains along Detroit Avenue (approximately 2,900 lineal feet of 16-Inch watermain).

The **Scope of Services** for **Design Engineering Phase Services** shall consist of the following tasks:

1. Project Kickoff Meeting
2. Field Surveying – To be completed by Millennia Professional Services (MPS)

It is anticipated that the following features will be surveyed: ground elevations, visible surface features, manhole/valve vault structures including rim and invert elevations, JULIE marked utilities, building corners, and found property pins. Wetland surveys are not included.

The survey will consist of the follow subtasks:

- Establish horizontal and vertical control based on Illinois State Plane Coordinates (NAD 83, 2011 adj.), IL West Zone for horizontal and NAVD 88 datum for vertical.
- Complete topographic survey within the project area
- Point processing and generate TIN for entire site including the streets and alleys listed above.

3. Utility Coordination (contact utility companies and attempt to obtain record information)
4. IDOT Coordination
5. Develop preliminary alignment (75% construction plans)
6. 75% Design Meeting (To review alignment and connections)
7. Develop 95% Construction Plans/Documents
  - a. Title Sheet
  - b. General Notes, Legend and Benchmarks
  - c. Plan and Profile Sheets (6 plan sheets). Water main plan and profiles will be drawn at 1"= 20' in the horizontal scale and 1" = 5' in the vertical scale for typical conditions.
  - d. Misc. Construction Details (3 plan sheets)
  - e. Bidding Documents, Contract Documents, and Technical Specifications
8. Develop Opinion of Probable Construction Costs (OPCC)
9. Submit 95% Construction Plans and OPCC to the Village for Review and Comment

**EXHIBIT A**  
**Village of Morton, IL**  
**Erie Court Watermain Extension Project**  
**Design Phase Engineering Services**  
**SCOPE OF SERVICES**

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10. Easement Plats – To be completed by Millennia Professional Services (MPS)
  - 2 easement plats are anticipated. CMT will develop the proposed watermain alignment and easement needs. MPS would develop the easement plat for use with the final easement documents.
11. Complete IDOT Utility Permit and IEPA Permit Application
12. QA/QC Review
13. 95% Design Meeting (Final review of project documents and permit applications)
14. Project Management

**Estimated Schedule**

The estimated completion for the construction plans and specifications is approximately 4 months after receipt of a signed Agreement for Engineering Services authorizing CMT to proceed. Bid opening shall be in mid-April.

**Additional Services not included in the Scope of Services**

- It is assumed that there are no environmental hazards or any historically significant sites along the project corridor. As such this proposal does not include any fee for preparing environmental surveys, mitigation or historical investigations.
- Environmental testing of soil boring samples in conjunction with the Clean Construction and Demolition Debris Rule has not been included in CMT's proposal.
- Wetland surveys are not included in CMT's proposal.
- CMT's services do not include hydraulic modeling or other evaluations regarding size of water main and resulting headloss.
- Preliminary Environmental Site Assessment. Soil contamination or Unresolved Leaking Underground Storage Tank.
- Construction phase services.

END OF DOCUMENT



**Hanson Professional Services Inc.**  
**Professional Services Agreement (PSA)**  
**LEGL0200- 21L0228**

THIS PROFESSIONAL SERVICES AGREEMENT (PSA) is made this 11th day of April, 2022, 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 the Morton Westside Study, 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 1 - 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: April 11, 2022

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

## Attachment A – Scope of Services

LEGL0200- 21L0228

Effective Date: 4/18/2022

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### Project Description:

Hanson Professional Services Inc. shall prepare a study and construction documents for intersection improvements to along IL 98 at Erie Avenue and Flint Avenue in the Village of Morton (LA). The study and construction documents will be prepared to address ongoing development in the Village.

### Schedule:

Anticipated NTP in April 2022  
Local Letting – December 2022

Schedule is contingent upon timely IDOT review times.

### Services:

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

#### A. Study Surveying and Mapping

1. Obtain and review available mapping, construction plans and surveys from Village/IDOT:
  - a. Existing construction plans;
2. Establish horizontal and vertical survey control. Horizontal control will be based on Illinois State Plane Coordinate (SPC) System, West Zone, North American Datum of 1983 (NAD83), and vertical control will be based on the North American Vertical Datum of 1988 (NAVD88). Control points will have SPC-XYZ values. Provide benchmark descriptions and SPC XYZ data for the control points. Elevation control points based on robotic procedures.
3. Topographic Survey
  - a. Topographic survey limits for both the intersection of IL 98 & Flint Ave along with the intersection of IL 98 & Erie Ave are as follows:
    - From each intersection the survey limits will be 400 feet east and west along IL 98 and projecting 100 feet north and south from the centerline of IL 98.
    - From each intersection the survey limits will be 400 feet north and 250 feet south along Flint Ave & Erie Ave and projecting 100 feet east and west from the centerline of Flint Ave & Erie Ave.
  - b. Within these limits, improvements and ground topography would be located. Individual trees will be located and the diameter measured and recorded.
  - c. Collect existing roadway centerline and profile within the corridor boundaries and extended 100 ft. in all directions of the project limits.
  - d. Call in or submit online a design survey JULIE request. Above ground

utilities and above ground indications of below ground utilities will be shown on the topographic survey drawing. Above ground indications of below ground utilities are those indications, such as signs, manholes and markings made by respective utility companies, which are within the survey limits and which are easily and readily visible to our survey crew at the time of the field survey. Sewer invert elevations will be determined to the extent possible by manhole lid removal and direct measurement. If visible from the opening, the survey crew will measure to the structure invert and identify the size (diameter), direction, material and invert (if not at structure invert) of the pipes which connect to the structure. The survey crew will not enter any structures.

- e. No boundary survey included

## **B. Traffic Studies**

Prepare and submit a traffic study memorandum to determine the impact of potential changes to the traffic volumes within the project area. The study is expected to include the following:

1. Collect and review turning movement counts at three (3) locations along Birchwood Street:
  - a. Birchwood Street & I-155 Interchange
  - b. Birchwood Street & Erie Avenue
  - c. Birchwood Street & Flint Avenue
2. Use the regional traffic demand model (TDM) to project construction and design year vehicle volumes.
3. Project traffic volumes to be generated by new development.
4. Complete capacity and safety intersection analysis.
5. Complete turn lane warrant analysis.
6. Complete signal warrant analysis at Erie Avenue and Flint Avenue intersections.
7. Draw geometry recommendations in MicroStation.
8. Complete the intersection design studies (IDS) for IDOT review at the intersections of Erie Avenue and IL 98 and Flint Avenue and IL 98.
9. Recommendations for improving levels of safety, capacity Level of Service (LOS), and not volumes.
10. Provide an estimate of project cost.

## **C. Roadway Geometric Design**

1. Summarize Design Criteria.
2. Verify horizontal and vertical alignment controls.
3. Develop typical sections
4. Complete cross section studies to finalize proposed horizontal and vertical alignments. (50' interval)
5. Determine utility conflicts and make adjustments as necessary. Determine necessary utility relocations.
6. Prepare plan and profile sheets (@ 1"=20' H., 1"=5' V.)
7. Storm Water Drainage Design
  - a. Utilize and modify existing system (ditch and/or storm sewer) as needed where curb lines may change, no system improvements anticipated.
8. Determine Maintenance of Traffic

**D. Preparation of necessary plans and specifications, which include the following minimum items:**

1. Title Sheet (w/ Sheet Index)
2. General Notes, Standard List, Legend/Abbrev.
3. Summary of Quantities Sheets
4. Schedule of Quantities
5. Existing/Proposed Typical Sections for all pavements.
6. H/V Control Schematic including control points and any required curve data, Control ties, TBM Locations
7. Detour Plan/ Maintenance of Traffic Plans
8. Removals/Relocations Plan
9. Plan / Profile Sheets (1" = 20' H & 1" = 5' V)
10. Intersection Details
11. Erosion Control Plans
12. Traffic Signal Plans and Details
13. Pavement Marking /Signing Plans and Details
14. Miscellaneous details
15. Cross Section Sheets (with cross-sections every 50' (min.) and at all driveways)
16. Standards (Village Standards, State Standards, etc.)

**E. Prefinal Plans, Specifications & Estimates (90%)**

1. Prepare special provisions that supplement the current version of IDOT's Standard Specifications for Road and Bridge Construction for the project limits.
2. Prepare front end Village documents
3. Calculate and schedule quantities
4. Prepare opinion of probable construction cost and estimate of time
5. QC/QA Review
6. Plot & submit prefinal PS&E to VILLAGE and IDOT

**F. Final Plans, Specifications & Estimates**

1. Prepare final roadway plans incorporating review comments.
2. Prepare final special provisions
3. Prepare disposition of comments
4. Finalize Quantities
5. Update opinion of probable construction cost and estimate of time
6. QC/QA Review
7. Plot and submit final PS&E to VILLAGE and IDOT

**G. Services During Construction**

1. Attend Preconstruction Meeting
2. Answer questions during construction (assume 12 hours)

**H. Project Management**

1. Project startup/ sub agreements
2. Financial and schedule controls
3. Coordination with Village
4. IDOT Coordination / Permit
5. Prepare and Review meeting minutes

**I. Quality Control/Quality Assurance Review**

Provide proper quality assurance prior to sending any reports for review.



**J. Project Deliverables**

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

1. 90% Pre-final Documents - PDF of plans, special provisions, and estimates
2. Final Construction Documents - PDF of plans, special provisions, and estimates

**K. Project Progress Reviews**

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

1. Preliminary Geometric Design
2. 90% Pre-final Construction Documents

L. 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.

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

1. Existing Sewer Plans
2. Existing Sanitary and Storm sewer conditions and locations of any desired repairs to occur with this project.
3. GIS topographic and parcel data and orthographic aerial photography of the study area
4. Plat/Easement Information

N. 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. Sewer televising
3. Section 106 statement or mitigation for cultural resource impacts
4. Traffic noise analysis
5. Individual or programmatic Section 4(f) evaluation
6. IHPA and EcoCAT coordination and sign-offs
7. Special waste investigations
8. Preparation of NEPA documentation for environmental assessment (EA) or environmental impact statement (EIS). It is assumed the project will be processed as a Categorical Exclusion.
9. Mitigation planning and design for impacts to threatened and endangered species, wetlands/waters, or historic/archaeological resources.
10. Utility relocation plans
11. Preparation of and coordination for a Section 404 permit and Section 401 Water Quality Certification.
12. Landscaping plans other than turf restoration will not be included in the plans.
13. Sanitary sewer plans and details.
14. Necessary permitting and/or mitigation for floodplain impacts.
15. Traffic volumes and analysis at any intersections that are not currently listed as needing an IDS.
16. Preparation of proposed ROW and temporary easement plats and legal descriptions or Property acquisition services.
17. Storm water retention/detention.
18. Type, Size, and Location (TS&L) drawings for any retaining wall work.

**O. Project Management**

1. Project startup/ sub agreements
2. Financial and schedule controls
3. Coordination with Village
4. IDOT Coordination
5. Prepare and Review meeting minutes

**P. Quality Control/Quality Assurance Review**

Provide proper quality assurance prior to sending any reports for review.

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

1. Final design & plan preparation
2. Construction observation activities or answering questions during construction.
3. Sewer televising
4. Section 106 statement or mitigation for cultural resource impacts
5. Traffic noise analysis
6. Individual or programmatic Section 4(f) evaluation
7. Special waste investigations beyond a PESA
8. Preparation of NEPA documentation for Environmental Assessment (EA) or Environmental Impact Statement (EIS). It is assumed the project will be processed as a Categorical Exclusion.
9. Mitigation planning and design for impacts to threatened and endangered species, wetlands/waters, or historic/archaeological resources.
10. Utility relocation plans
11. Preparation of and coordination for a Section 404 permit and Section 401 Water Quality Certification.
12. Landscaping plans other than turf restoration will not be included in the plans. Any tree replacements necessary will not be included in the plans, but will be coordinated with the City of Pekin to be replaced at an offsite location.
13. Sanitary sewer plans and details.
14. Necessary permitting and/or mitigation for floodplain impacts.
15. Traffic volumes and analysis at any intersections that are not currently listed as needing an IDS.
16. Preparation of ROW and temporary easement plats and legal descriptions or Property acquisition services.
17. Storm water retention/detention.
18. Type, Size, and Location (TS&L) drawings for any retaining wall work.
19. Existing retaining wall evaluations and proposed wall design.

## Attachment B – Charges for Services

LEGL0200- 21L0228

Effective Date: 4/11/2022

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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 \$71,000. Hanson agrees not to exceed \$71,000 without prior notification to the Client.

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

Hanson Agreement: 21L0228

Agreement Date: April 11, 2022

Project Name: Morton Westside Intersection Improvements

**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 degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. 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. Resilient Design:** CLIENT agrees that estimating and projecting future weather, climate, rainfall, flood, tidal, ocean and on-shore conditions and their impacts upon existing or contemplated developments, infrastructure or resources is difficult, complex and based on variable assumptions that are impacted by factors beyond HANSON's ability to predict or control.

Accordingly, any estimates, forecasts, studies, reviews, conclusions, recommendations, or assessments provided as part of HANSON's services are presented solely on the basis of data currently available and current design standards and may no longer be valid if the available data or design standards materially change.

CLIENT further agrees and understands that weather, climate, rainfall, flood, tidal, ocean and on-shore conditions are predicted based on probability,

and extreme events can and will occur and may cause damage regardless of mitigation measures.

HANSON and CLIENT have discussed the risks and benefits of resilient design alternatives. If CLIENT decides to proceed with a course of action against advice of HANSON where HANSON's advice is intended to reduce the risk or damage in the event of highly likely or certain natural or manmade events, CLIENT hereby agrees to release, hold harmless, defend, and indemnify HANSON from any and all claims, damages, losses, or costs associated with or arising out of CLIENT's decision to proceed against HANSON's advice.

**6. 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.

**7. 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.

**8. 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.

**9. 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.

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

**11. 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 (or if a Master Professional Services Agreement (MPSA) is used, the compensation provided in a Task Order), HANSON cannot expose itself to damages disproportionate to the nature and scope of

HANSON's services or the compensation payable to it hereunder or under an MPSA Task Order. 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 (or if an MPSA is used, the total net fee under an individual Task Order), 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.

**12. 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.

**13. 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.

**14. 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 for projects including construction documents or construction phase services, or the date of the completion of professional services if there is no associated construction. 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.

**15. 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 first be submitted to nonbinding mediation.

**16. Information Provided by Others:** CLIENT shall furnish, at CLIENT's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. HANSON may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. HANSON shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided for HANSON's use by CLIENT and/or CLIENT's consultants and contractors.

**17. 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.

**18. 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.

**19. 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.

**20. 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.

**21. 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.

**22. 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.

**23. 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.

**24. 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.

**25. 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.

**26. 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.

**27. 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.

**28. 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.

**29. 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.

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

**31. Construction Phase Services without Design:** If HANSON is undertaking a nontraditional service on CLIENT's behalf to provide Construction Contract Administration Services but not the design of the Project, CLIENT acknowledges that this arrangement, while suitable for the Project, creates additional risk for HANSON.

In consideration of the risks and rewards involved in this Project, CLIENT agrees, to the maximum extent permitted by law, to indemnify and hold harmless HANSON from any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from any negligent acts, errors or omissions by any other consultant employed by CLIENT on this Project and from any claims of copyright or patent infringement by

HANSON arising from the use or reuse of any documents prepared or provided by CLIENT or any other consultants of CLIENT. CLIENT warrants that any documents provided to HANSON by CLIENT or by any other consultants may be relied upon as to their accuracy and completeness without independent investigation by HANSON and that CLIENT has the right to provide such documents to HANSON free of any claims of copyright or patent infringement or violation of any other party's rights in intellectual property.





April 12, 2022

Mr. Craig Loudermilk  
Director of Public Works  
Village of Morton  
120 North Main Street  
Morton, IL 61550

RE: **Flint Avenue Reconstruction and Extension &  
Hydrologic and Hydraulic Modeling Subcatchment Area**

Dear Craig:

Midwest Engineering Associates, Inc. (MWEA) is pleased to have the opportunity to assist the Village of Morton with the development of plans, specifications, and bidding documents for the reconstruction and extension of Flint Avenue. MWEA will also assist the Village with a hydrologic and hydraulic study of overland storm water flow across the subcatchment area that collects and conveys storm water runoff from Precision Planting's proposed development.

The following represents the scope of Work Midwest Engineering Associates will provide:

#### **SCOPE OF WORK**

##### Flint Avenue Reconstruction and Extension:

The total length of proposed improvement is approximately 2,300 feet. Refer to enclosed Exhibit A for approximate project limits.

Complete a limited topographical survey as needed to supplement existing Digital Elevation Model (DEM) information.

Prepare and submit to the Village of Morton a set of plans that may include, but may not be limited to the following:

- Cover Sheet
- Index of Sheets, Standards, & General Notes
- Summary of Quantities
- Status of Utilities, if applicable
- Existing and Proposed Typical Sections
- Alignment, Ties, and Benchmarks
- Existing Conditions/Demolition Plans
- Roadway Plan and Profile
- Drainage Plan and Profile
- Sanitary Sewer Plan and Profile
- Construction Staging and/or Maintenance of Traffic
- Erosion Control and/or Landscaping
- Pavement Jointing Plans



- Pavement Marking and Signage Plans
- Miscellaneous Construction Details
- Village of Morton Standard Details
- IDOT District 4 Highway Standards
- IDOT Highway Standards
- Cross Sections (Full Sections at 50 feet intervals and Half Sections at the centerline of each driveway/entrance.)

Prepare and submit to the Illinois Environmental Protection Agency (IEPA) a sanitary sewer main permit. Projected sewer loads, waste sources, waste types, number of employees, etc. will be determined in collaboration with the Village.

Prepare an IEPA General National Pollutant Discharge Elimination System Permit for Storm Water Discharges From Construction Site Activities. If required by IEPA, a review of the Illinois Department of Natural Resources (IDNR) EcoCAT will be performed and documentation will be prepared and submitted to State Historical Preservation Office.

Prepare a Storm Water Pollution Prevention Plan.

The plans will be prepared using AutoCAD Civil 3D in accordance with the Village of Morton's guidelines supplemented by the Illinois Department of Transportation's guidelines in Chapter 63 of the Bureau of Design and Environment Manual.

The project will be designed per the Village of Morton's applicable policies supplemented by the Illinois Department of Transportation's policies and procedures in Chapter 46 of the Bureau of Local Roads & Streets Manual, all other pertinent sections of the Bureau of Local Roads & Streets Manual, and the applicable sections of the Bureau of Design and Environment Manual.

Prepare Special Provisions for unique items not covered by existing Village of Morton Special Provisions, current Illinois Department of Transportation Standard Specifications, and current Illinois Department of Transportation Supplemental Specifications.

Prepare an opinion of probable construction cost / estimate of cost.

Prior to submitting the final plans for review and approval by the Village, a plan-in-hand field review will be completed.

Attend coordination and collaboration meetings with the Village.

Provide QC/QA of all submittals to ensure conformance with applicable policies.

Prepare bidding documents.

Submittals shall be as follows:

- Preliminary Plans
- Pre-Final Plans (including Pre-Final Specifications)
- Final Plans and Specifications



### Hydrology and Hydraulics Analysis:

Perform a hydrology and hydraulics analysis of overland storm water flow thru the subcatchment area illustrated in enclosed Exhibit B.

Hydrology – Utilize the topographic surface, vegetative cover, soil types and land use information to create a hydrologic model of the subcatchment area. The hydrologic model will be evaluated for the 10% (10 Year), 4% (25 Year), 2% (50 Year), 1% (100 Year), and 0.2% (500 Year) annual-chance flood event. This data will be used in the hydraulic models to evaluate the flood profiles. The hydrologic model will follow the requirements for FEMA Risk Mapping Assessment, and Planning (Risk MAP) Program, including accepted methodology to define the rain event, rainfall duration, time of concentration, surface conditions, soil types, infiltration and other variables that may impact the watershed hydrology. The hydrologic modeling will be completed utilizing the United States Army Corps of Engineers HEC-HMS software.

Overland Storm Water Runoff Hydraulics and Hydraulic Modeling – A 2D hydraulic model of the subcatchment area will be developed utilizing the hydrologic model results. The modeling will determine the magnitude and extent of overland and open ditch flow conditions, inundation impacts at the modeled events, and potential critical flood receptors, if any. Graphics and videos of the modeling results will be extracted from the modeling software to visually document the conditions and the preliminary effectiveness of the proposed improvement(s). The hydraulic modeling will be performed utilizing HEC-RAS software developed by the United States Army Corps of Engineers.

Storm Sewer Hydraulic Modeling – Develop hydraulic modeling to determine adequate sizing of Flint Avenue's proposed storm sewer systems. Storm sewer modeling and design will utilize guidance from applicable sections of Chapter 8 of the IDOT Drainage Manual (2011). Storm sewer modeling will be performed in a SWMM5 engine-based software package.

Meet with the Village to discuss findings and collaborate on identifying potential mitigation methodologies that facilitate future development. Evaluation of potential mitigation methodologies will be completed in the future and is not included in the Scope of Work.

Hydrologic and hydraulic modeling data from proposed Precision Planting development will be provided to MWEA by Village of Morton.

Flint Avenue's proposed plan and profile and grading plan (TIN) for the section beyond MWEA's scope of work will be provided to MWEA by Village of Morton.

### **ADDITIONAL SERVICES**

The above scope of work is based on MWEA's current knowledge and understanding of the project. Additional services that are not included in the proposed Scope of Work, but can be provided by MWEA may include (but are not limited to):

- ROW Survey
- PLAT(S) of Survey



**Midwest Engineering**

**Associates, Inc.**

- Design storm water detention system(s)
- Geotechnical Engineering including borings for pavement and foundation design
- Lighting Design
- Lighting Plans
- Construction Staging Plans
- Water Main Permitting and Design
- Evaluation of potential overland flow mitigation methodologies.
- Flint Avenue and Birchwood Street (IL Route 98) Intersection Design Study.
- Coordination with IDOT.
- Railroad Vehicle/Pedestrian Grade Crossing

Any additional services can be performed as needed with a scope, fee, and schedule to be identified and agreed upon by Midwest Engineering Associates and the Village of Morton at a later time.

#### **FEES**

Midwest Engineering Associates, Inc. proposes to continue to perform the Scope of Services on a time and materials basis using a 2.80 direct labor multiplier. The estimated total fee for the project will be approximately **\$132,500**.

#### **SCHEDULE**

Midwest Engineering Associates will complete final plans, specifications, and bidding documents such that it can be advertised for bid in April 2023.

#### **TERMS AND CONDITIONS**

Attached to this proposal are our General Conditions of Service, which are expressly incorporated into, and are an integral part of, our contract for professional services. Please indicate your acceptance of this proposal by having an authorized representative of the Village of Morton execute a complete copy and return it to our office.

Your acceptance of our proposal confirms that the terms and conditions are understood, including payment to Midwest Engineering Associates, Inc. Upon receipt of the invoice, unless specifically arranged otherwise in writing. Of course, if you wish to discuss the terms, conditions, and provisions of our proposal, we would be pleased to do so.

Craig, I sincerely appreciate the opportunity to work with Jamey, you and the rest of the Village's Staff on this project that will advance the Village's economic development.

Rest of page has intentionally been left blank.



Sincerely,

A handwritten signature in blue ink, appearing to read "Robert D. Culp".

Robert D. Culp, P.E., C.F.M.  
Senior Project Manager

A handwritten signature in blue ink, appearing to read "Nate Parrot".

Nate Parrot, RLA  
Project Manager

RDC

Attachments:

- General Conditions of Service
- Exhibit A
- Exhibit B

Responsible for Payment and Accepted by:

Signature: \_\_\_\_\_

Name (please print): \_\_\_\_\_

Title (please print): \_\_\_\_\_

Firm: \_\_\_\_\_

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



**MW**

Midwest Engineering  
Associates, Inc.

140 E. Washington Street  
East Peoria, Illinois 61611  
309.222.8600  
[www.mweainc.com](http://www.mweainc.com)

IL Design Firm Reg. No.  
184-005896

VILLAGE OF MORTON  
FLINT AVENUE RECONSTRUCTION  
AND EXTENSION  
MORTON, ILLINOIS

Drawn : CJD 04/11/2022

Checked: RDC 04/11/2022

Approved:

PROJECT  
NUMBER

FIGURE  
NUMBER

**EXHIBIT A**



APPROXIMATE HYDROLOGIC STUDY LIMITS

FLINT AVENUE

W. BIRCHWOOD STREET



**MW**  
 Midwest Engineering  
 Associates, Inc.

140 E. Washington Street  
 East Peoria, Illinois 61611  
 309.222.8600  
[www.mweainc.com](http://www.mweainc.com)

IL Design Firm Reg. No.  
 184-005896

VILLAGE OF MORTON  
 FLINT AVENUE RECONSTRUCTION  
 AND EXTENSION  
 MORTON, ILLINOIS

Drawn : PWP 04/12/2022

Checked: RDC 04/12/2022

Approved: \_\_\_\_\_

PROJECT NUMBER \_\_\_\_\_

FIGURE NUMBER **EXHIBIT B**



Midwest Engineering Associates, Inc.  
General Conditions Agreement for Professional Services

To assure an understanding of matters related to mutual responsibilities, these General Conditions are made a part of the Agreement.

**1. WARRANTY**

- a. In performing its professional services hereunder, the services of Midwest Engineering Associates, Inc. will be of the kind and quality designated and will be performed by qualified personnel, under similar circumstances, by reputable members of its profession currently practicing in the same or similar locality. No other warranties, express or implied, is made or intended by Midwest Engineering Associates, Inc.'s undertaking herein or its performance of services hereunder.

**2. RISK ALLOCATION**

- a. The total liability, in the Agreement, of Midwest Engineering Associates, Inc. and Midwest Engineering Associates, Inc.'s officers, directors, employees, agents and consultants, and any of them, to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages arising out of Midwest Engineering Associates, Inc.'s services, the Project of this Agreement, including but not limited to negligence, errors, omissions, strict liability or breach of contract of Midwest Engineering Associates, Inc. or Midwest Engineering Associates, Inc.'s officers, directors, employees, agents and consultants, and any of them shall not exceed the total compensations received by Midwest Engineering Associates, Inc. under this Agreement or the total amount of \$50,000, whichever is greater.

**3. REUSE OF DOCUMENTS**

- a. All documents including drawings and specifications prepared by Midwest Engineering Associates, Inc. pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by Client or others on extensions of the Project, or any other project. Any reuse without specific written verification or adaptation by Midwest Engineering Associates, Inc. will be at Client's sole risk and without liability or legal exposure to Midwest Engineering Associates, Inc.; and Client shall indemnify and hold harmless Midwest Engineering Associates, Inc. from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Midwest Engineering Associates, Inc. to further compensations at rates to be agreed upon by Client and Midwest Engineering Associates, Inc.

**4. CONFIDENTIALITY**

- a. 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 same time of transmission and said party shall not reveal such information to any third party.

**5. PAYMENT**

- a. Payment for services rendered shall be made monthly in accordance with invoices rendered by Midwest Engineering Associates, Inc. If payment is to be on a Lump Sum basis, monthly invoices will be based on the portion of the total services completed during the month as estimated by Midwest Engineering Associates, Inc. If payment is to be on a Standard Hourly basis, or a Multiplier or direct labor basis, monthly invoices will be computed from the actual effort applied during the month. If Client requires work beyond the standard 40 hour work week overtime rates shall apply. Overtime shall be time and a half of applicable labor rate or direct multiplier. If Client does not accept new Standard Hourly Rate schedules adopted by Midwest Engineering Associates, Inc. on an annual basis, Midwest Engineering Associates, Inc. may terminate the Agreement and/or cease performing services under the Agreement until paid in full.
- b. Any and all changes or deviations in the scope of work defined ordered by Client must be in writing, the contract sum being increased or decreased accordingly by Midwest Engineering Associates, Inc. Any claims for increases in the cost of the work must be presented by Midwest Engineering Associates, Inc. to the Client in writing, and written approval of the Client shall be obtained by Midwest Engineering Associates, Inc. before proceeding with the ordered change or revision.





- c. Invoices, or part thereof, which are not paid within 30 days after the date of their issue shall be assessed a service charge at the rate of 1 ½% per month. Client will pay on demand all collection costs, legal expenses and attorneys' fees incurred or paid by Midwest Engineering Associates, Inc. in collecting payment, including service charge, for services rendered. Non-payment of invoices shall be cause for suspension of services by Midwest Engineering Associates, Inc.

**6. SUBCONTRACTING**

- a. Each party has the right to subcontract any and all services, duties, and obligations of the Agreement.

**7. TERMINATION**

- a. At any time, either Midwest Engineering Associates, Inc. or the Client may terminate, with or without cause, by giving seven days advance written notice to the other party. If Midwest Engineering Associates, Inc. terminates its consulting relationship with the Client, the Client shall have the option, in its complete discretion, to terminate Midwest Engineering Associates, Inc. immediately without the running of any notice period. In the event of termination, Midwest Engineering Associates, Inc. shall be compensated by Client for all services rendered to the date of termination plus reasonable termination costs to organize Midwest Engineering Associates, Inc.'s files and any reasonable expenses incurred by Midwest Engineering Associates, Inc. to coordinate efforts with another party.

**8. USE OF WORK PRODUCT**

- a. Except as specifically set forth in writing and signed by both Midwest Engineering Associates, Inc. and Client, Midwest Engineering Associates, Inc. shall have all copyright and patent rights with respect to all materials developed under this contract, and Midwest Engineering Associates, Inc. is hereby granted a non-exclusive license to use and employ such materials within Midwest Engineering Associates, Inc. business.

**9. CONSTRUCTION RESPONSIBILITY**

- a. Midwest Engineering Associates, Inc. shall not be responsible for the means, methods, procedures, techniques, or sequences of construction, nor safety on the job site, nor shall Midwest Engineering Associates, Inc. be responsible for the Contractor's failure to carry out the work in accordance with the contract documents.

**10. OPINIONS OF COST**

- a. Since Midwest Engineering Associates, Inc. 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, the opinions of probable project cost or construction that may be provided will be based solely on Midwest Engineering Associates, Inc.'s own experience and represent his best judgment as a design professional familiar with the construction industry, but Midwest Engineering Associates, Inc. cannot, and does not, guarantee that proposals, bids or the construction cost will vary from opinion s of probable cost prepared by Midwest Engineering Associates, Inc.

**11. ATTORNEY'S FEES**

- a. In the event of litigation based upon, or arising out of, this Agreement, the losing party will pay to the prevailing party all costs of expenses, including attorney's fees, incurred by the prevailing party in the enforcing of any of the covenants and provisions of this Agreement and incurred in any action brought on account of the provisions of this Agreement and incurred in any action brought on account of the provisions hereof, and all such costs, expenses and attorney's fees may be included in and form a part of any judgment entered in any proceeding brought on or under this Agreement. This Agreement shall be bound by the governing laws of the State of Illinois. The parties hereto stipulate and agree that any litigation based upon or arising out of this Agreement shall be filed in the Circuit Court of Peoria County, Illinois.

**12. COMPLIANCE WITH CODES AND STANDARDS**

- a. In the performance of all services to be provided hereunder, Midwest Engineering Associates, Inc. and Client agree to put forth reasonable professional efforts to comply with codes, regulations and laws in effect as of this Agreement date.



**13. STANDARD OF CARE**

- a. Services performed by MIDWEST 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.

**14. HAZARDOUS MATERIALS**

- a. Any hazardous or toxic substances encountered by associated with services provided by Midwest Engineering Associates, Inc. for the Project shall at no time be or become the property of Midwest Engineering Associates, Inc. Arrangements for handling the hazardous or toxic substances, which are made by Midwest Engineering Associates, Inc., shall be made solely and exclusively on Client's behalf and benefit and Client shall indemnify and hold harmless Midwest Engineering Associates, Inc. from and against any and all liability which arises out of the hazardous or toxic substance handling.



Mark Rotherth  
City Manager  
111 S. Capitol St.  
Pekin, IL 61554  
309-477-2300  
mrotherth@ci.pekin.il.us

April 8, 2022

Mayor and Village Board Members  
Village of Morton  
120 N. Main Street  
PO Box 28  
Morton, IL 61550

RE: 3<sup>rd</sup> Proposed Amendment to Southern Tazewell Enterprise Zone

Dear Mayor Kaufman and Village Board Members:

The City of Pekin is seeking an amendment to the existing Southern Tazewell Enterprise Zone, of which the City of Pekin is a partner with Tazewell County, the Village of Morton and the Village of Tremont. Attached as Exhibit A is a map of the currently situated Enterprise Zone. As you may know, an Enterprise Zone is a geographical area designated by the State of Illinois to provide certain development incentives (See Exhibit B). In 2015, the entities mentioned above collaborated on a joint application to the State to create a new enterprise zone called the Southern Tazewell Enterprise Zone (STEZ). This zone was approved and effective as of January 1, 2016 for 15 years. It covers up to 15 square miles in various areas of the jurisdictions listed above and includes the following approximate breakdown between the parties:

	<u>Square Miles</u>
Pekin Component	4.19
Morton Component	4.55
Tremont Component	0.26
Tazewell County Component	<u>6.00</u>
Total	15.00

**PROPOSED AMENDMENTS**

The City of Pekin pursued two successful amendments in 2016 and 2017 to add and delete parcels or territory from the STEZ. This proposed 3<sup>rd</sup> Amendment to the STEZ aims to make the zone more effective and streamline its boundaries in Pekin with other incentive based programs of the city. This amendment calls for the following changes:

1. Add parcels or territory that align with currently existing TIF District and Business Development District boundaries in Pekin along Derby Street, Court Street, Broadway and other key development areas. The layering of incentives from the Enterprise Zone, TIF and BDD will create a better environment for investment, growth and development. Some parcels include areas that are in Tazewell County, such as Pekin Municipal Airport and the

city-owned Gamble Farm along Illinois Route 98. These areas have also been identified as being active or have the potential for future development.

2. Delete parcels or EZ territory that are undevelopable and unnecessarily waste Pekin’s share of the enterprise zone. These areas include:
  - a. bodies of water such as the Illinois river, the Pekin State Fish and Wildlife Area; and ponds, etc.;
  - b. areas such as public, utility, and railroad right-of-way; and
  - c. developed property such as the federal prison or property used by utilities.

Eliminating these areas allows the City to redistribute its square mileage more effectively.

Exhibit C shows maps of both the deletions and the additions to the enterprise zone map. Below is a breakdown of each entity’s enterprise zone component by square miles after the proposed amendment (15 square miles is the maximum).

	<u>Square Miles (Amendment #3)</u>	<u>Change</u>
Pekin Component	3.70	-0.49
Morton Component	4.55	0.00
Tremont Component	0.26	0.00
Tazewell County Component	<u>6.37</u>	<u>0.37</u>
Total	14.88	-.012

3. Amend Pekin’s local incentives to waive and enact certain fees. As it stands now, a developer pays what is called an Enterprise Zone Fee, equal to .5% of their building materials for a project located in the enterprise zone. Building permit fees are presently waived. Under the proposed amendment, building permit fees would be applicable in the Pekin portion of the enterprise zone and the Enterprise Zone Fee would instead be waived. This allows the City to fairly charge its permit fees equally across the city, while still providing some incentive and relief from the Enterprise Zone Fee. Additionally with the amended boundaries, more projects would benefit from the layering incentives through the city’s TIF and BDD districts, in addition to Enterprise Zone benefits, all to lower development costs.
4. Lastly, the legal description for the entire STEZ has been updated to a format that is more acceptable to the Illinois Department of Commerce and Economic Opportunity (DCEO), utilizing a more a precise description of the area comprising the zone, rather than a listing of parcel identification numbers and the “short legal” attached to each parcel.

**NEXT STEPS**

The process to amend the enterprise zone takes the following steps:

1. Hold a Public Hearing, scheduled for Friday April 15 at 12pm at the Pekin City Hall Council Chambers.
2. Have the partnering governmental entities adopt an amended enterprise zone ordinance, that has as an attachment an amended intergovernmental agreement;

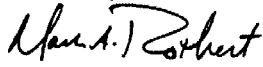
3. Make application to the Illinois Department of Commerce and Economic Opportunity (DCEO); and
4. Wait for a decision from DCEO which could take up to 90 days.

In conclusion, the proposed amendments would help make the usage of Pekin's portion of the Southern Tazewell Enterprise Zone more effective and streamline enterprise zone benefits with TIF and Business Development Districts to foster more growth and development in key areas of the community.

The City of Pekin would respectfully ask for your concurrence on the proposed amendments that primarily impact the City of Pekin.

Please let me know if you have any input, concerns, or if I can provide any additional information.

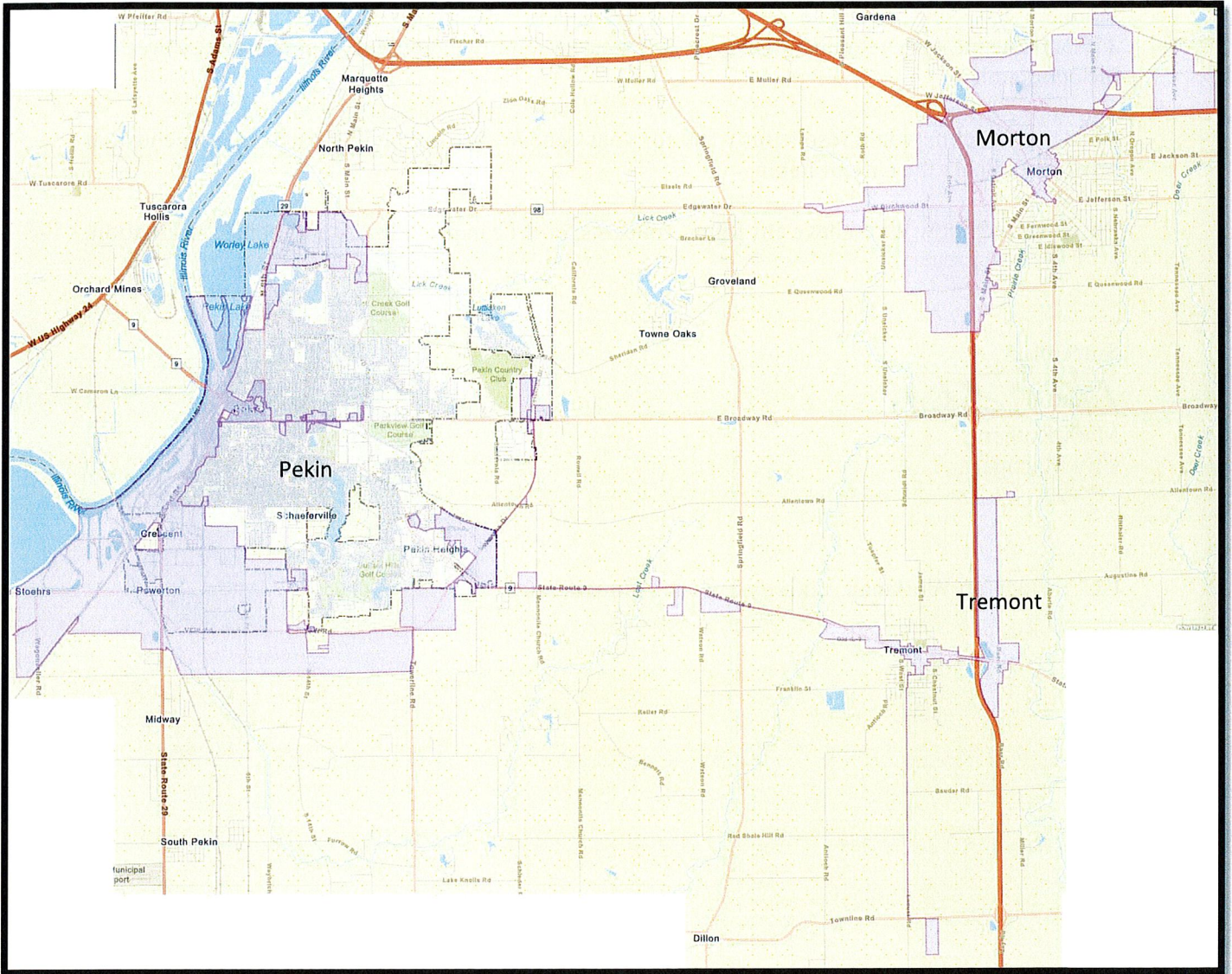
Sincerely,



Mark Rothert  
City Manager

CC: Jaclynn Workman, Enterprise Zone Administrator

EXHIBIT A  
CURRENT ENTERPRISE ZONE MAP  
as of April 2022



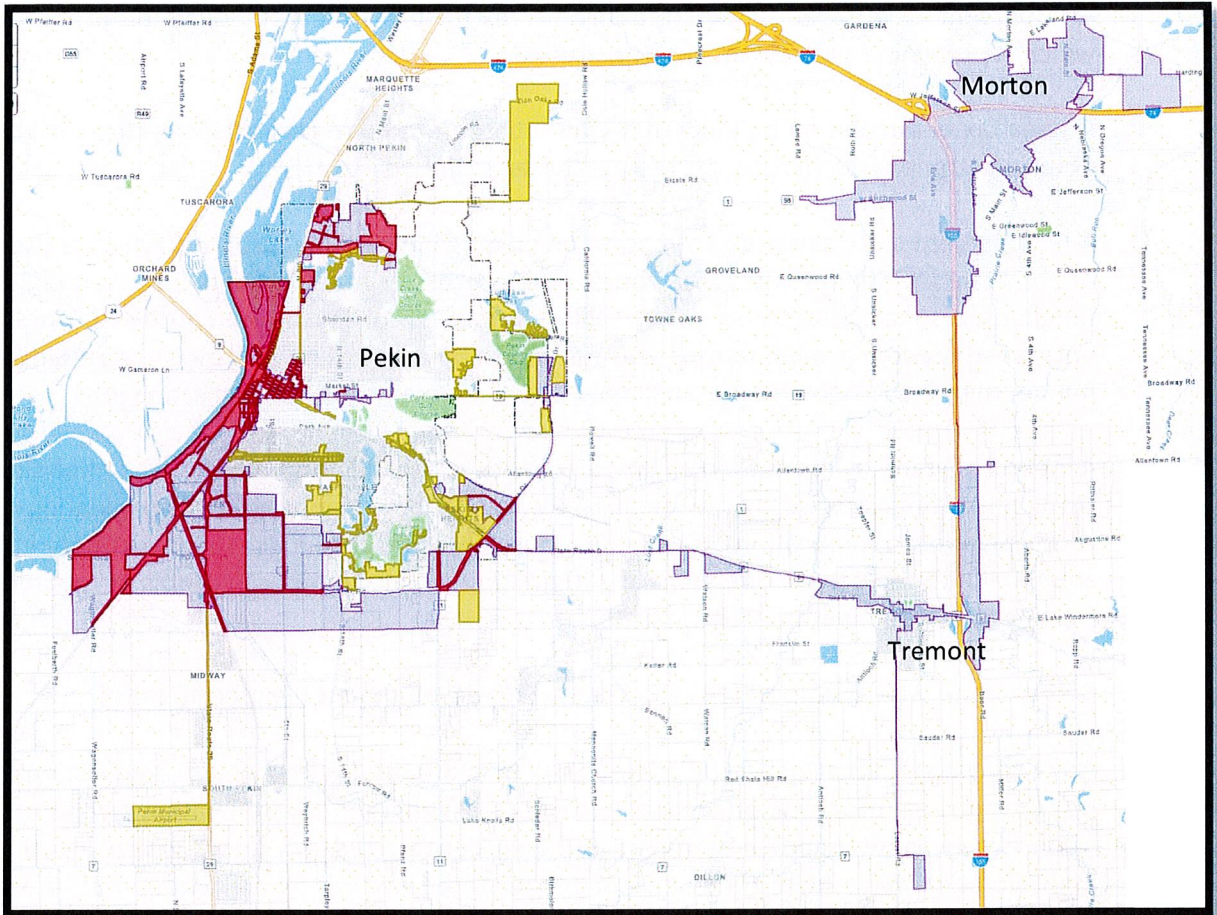
## EXHIBIT B

### CURRENT ENTERPRISE ZONE INCENTIVES

Enterprise Zone incentives include the following:

1. A .5 percent credit against the state income tax for investments in qualified property, which is placed in service in an enterprise zone.
2. A sales tax deduction on building materials incorporated into real estate projects in the enterprise zone, if such materials are purchased in Illinois.
3. A 6.25 percent state sales tax exemption on all tangible personal property which is used or consumed within an enterprise zone in the process of manufacturing or assembly of tangible personal property for wholesale or retail sale or lease, if a certified business enterprise creates a minimum of 200 full-time equivalent jobs in Illinois; or retains a minimum of 2,000 full-time jobs in Illinois; or which retains 90% of its existing jobs.
4. A 5 percent state tax exemption on gas, electricity and the Illinois Commerce Commission .1 percent administrative charge and excise taxes on the act or privilege of originating or receiving telecommunications, if a certified business enterprise makes an investment in a zone that either creates a minimum of 200 full-time equivalent jobs in Illinois or retains a minimum of 1,000 full-time jobs in Illinois.
5. Reduction or waiver of local fees associated with development (i.e. permit fees)
6. Any taxing district may order the county clerk to abate (that is, to give up) any portion of its taxes on real property, or on any particular class thereof, located within a zone and upon which new improvements have been constructed or upon which existing improvements have been renovated or rehabilitated, except where there exists a tax increment financing district.

EXHIBIT C  
AMENDED ENTERPRISE ZONE MAP





ORDINANCE NO. 22-19

**AN ORDINANCE AMENDING  
DESIGNATING AREA AS AN ENTERPRISE ZONE AND RELATED MATTERS  
UNDER SECTION 5 OF THE ENTERPRISE ZONE ACT**

**WHEREAS**, the State of Illinois passed the Enterprise Zone Act (EZA); and

**WHEREAS**, the Village of Morton, City of Pekin, Village of Tremont and County of Tazewell, Illinois (hereinafter collectively referred to as the "Participants" or individually as a "Participant") successfully submitted a joint application to the Illinois Department of Commerce and Economic Opportunity ("DCEO") for the certification of a new enterprise zone (the "Enterprise Zone") located within or near the corporate limits of the Participants; and

**WHEREAS**, the enterprise zone application was approved by State of Illinois Enterprise Zone Board on August 4, 2015 and the Southern Tazewell County Enterprise Zone (the "Enterprise Zone" or "Zone") was formally established and went into effect as of January 1, 2016; and

**WHEREAS**, pursuant to the EZA, any Participant is authorized to make an application to add or delete territory, or amend local incentives in the Enterprise Zone; and

**WHEREAS**, The Participants amended the boundaries of the Southern Tazewell Enterprise Zone to add and delete territories with applications to DCEO in 2016, and 2017; and

**WHEREAS**, the Participants have agreed to an intergovernmental agreement to establish and administer the enterprise zone in portions of each municipality and part of Tazewell County; and

**WHEREAS**, the Participants make the following findings:

- A. The amended Intergovernmental Agreement attached as Exhibit A to this Amending Ordinance complies with Section 4 of the Enterprise Zone Act and all requirements of the EZA are met.
- B. The amended legal description of the Enterprise Zone located in the jurisdiction of the Participants' territory is complete, accurately describes a contiguous zone, and is incorporated into the intergovernmental agreement.
- C. The amended local benefits and incentives of the Participants are outlined in the intergovernmental agreement and generally include:
  1. Tax abatement for 5 years for any increase in equalized assessed value for eligible improvements (as defined in the EZA) in the zone. The abatement applies to only commercial and industrial facilities of projects \$25,000 or greater outside of tax increment financing districts.

- 2. A reduction in building permit fees for eligible improvements in the enterprise zone, depending on Participant preference.
- 3. A reduction of reduction in Enterprise Zone fees for eligible improvements in the enterprise zone, depending on Participant preference.
- D. The term of the enterprise zone is 15 years from its effective date of January 1, 2016.
- E. The intergovernmental agreement contains provisions for the position, selection process, and duties of a zoning administrator.
- F. Pursuant to notice duly published, a public hearing was held at \_\_\_\_\_ at \_\_\_\_\_.
- G. The Participant has complied with all requirements of EZA.

**NOW, THEREFORE, BE IT ORDAINED BY THE** (mark x by one):

**Mayor and Council** \_\_\_\_\_  
**Village President and Board** \_\_\_\_\_  
**County Board** \_\_\_\_\_

**of the** (mark an X by one):

<b>City of Pekin,</b>	_____	<b>Village of Tremont,</b>	_____
<b>Village of Morton,</b>	_____	<b>County of Tazewell,</b>	_____

**Tazewell County, Illinois, that:**

- 1. The above recitals are found to be true and correct and are adopted herein.
- 2. The amended intergovernmental agreement attached hereto as Exhibit A is accepted and approved.
- 3. The chief elected official of the Participant adopting this ordinance is authorized to enter into the intergovernmental agreement, and have it attested to by an appropriate official of the Participant organization such as a clerk or notary public.
- 4. The Southern Tazewell Enterprise Zone shall be amended in accordance with attached amended intergovernmental agreement between the Participants, pending approval by the Illinois DCEO.
- 5. This ordinance shall be in full force and effect upon its passage, approval, and publication as may be required by law.

**EXHIBIT A**

**INTERGOVERNMENTAL AGREEMENT REGARDING AN ENTERPRISE ZONE  
LOCATED IN SOUTHERN TAZEWELL COUNTY**

**AMENDMENT #3 (2022)**

**THIS AGREEMENT** made on or as of the \_\_\_\_\_ day of \_\_\_\_\_ 2022, by and between the Village of Morton, an Illinois municipal corporation, ("Morton"), the City of Pekin, an Illinois municipal corporation, ("Pekin"), the Village of Tremont, an Illinois municipal corporation, ("Tremont"), and the County of Tazewell ("Tazewell").

**RECITALS**

- A. This agreement is authorized by the Intergovernmental Cooperation Act found at 5 ILCS 220/1 et. seq. and by Article 7, Section 10, of the Constitution of the State of Illinois.
- B. The Illinois Enterprise Zone Act found at 20 ILCS 655/1, et. seq., including all regulations or administrative procedures promulgated under authority of such act (collectively the "Enterprise Zone Act") authorizes the designation and certification of enterprise zones which provide various incentives, some of which are locally determined, to encourage the creation and expansion of business enterprises.
- H. Morton, Pekin, Tremont and Tazewell (sometimes hereinafter collectively referred to as the "Participants" or individually as a "Participant") successfully submitted a joint application to the Illinois Department of Commerce and Economic Opportunity (DCEO) for the certification of a new enterprise zone (the "Enterprise Zone") located within or near the corporate limits of the Participants. Such application was approved by State of Illinois Enterprise Zone Board on August 4, 2015 and the Southern Tazewell County Enterprise Zone was established and in effect as of January 1, 2016.
- I. The Participants amended the boundaries of the Southern Tazewell Enterprise Zone with applications to DCEO in 2016, 2017 and 2022, with Exhibit 1 providing details of such amendments.
- J. As required by the Enterprise Zone Act in order to establish procedures related to the creation, operation or modification of the Enterprise Zone, it is in the best interests of the Participants to enter into this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing recitals and in consideration of the mutual covenants and agreements hereinafter set forth, the Participants agree as follows:

**ARTICLE I**

## DEFINITIONS

**1.1 Definitions.** As used in this Agreement, the following terms shall have the meaning set forth opposite each of them unless the use or context clearly indicates that another meaning is intended.

“Administrative Board” means a board consisting of one representative of each participant selected and exercising authority as provided by paragraph 3.1 of this Agreement.

“Agreement” or “this Agreement” means this intergovernmental agreement among the Participants as from time to time amended.

“Application” means the application to DCEO for certification of the Enterprise Zone.

“DCEO” shall have the meaning set forth in the preambles to this Agreement.

“Designating Ordinance” means an ordinance approved by each of the Participants which designates the Enterprise Zone.

“Morton” shall have the meaning set forth in the preambles to this Agreement.

“Morton Component” means that portion of the Enterprise Zone located within the corporate limits of Morton.

“Eligible Improvement” means newly constructed improvements to real estate within the Enterprise Zone intended to accommodate new or expanded commercial or industrial operations as determined by the Zone Administrator.

“Enterprise Zone” shall mean the territory located within the corporate limits of the Participants or in unincorporated Tazewell County more particularly described as “Exhibit 2 - PINS” attached hereto, Exhibit 3 – Legal Description, and shown on the map attached hereto at “Exhibit 4”.

“Enterprise Zone Act” shall have the meaning set forth in the preambles to this Agreement.

“Enterprise Zone Board” means the Enterprise Zone Board created by paragraph 5.2.1 of the Enterprise Zone Act for the purpose of approving or denying applications for enterprise zones.

“Pekin” shall have the meaning set forth in the preambles to this Agreement.

“Pekin Component” means that portion of the Enterprise Zone located in the corporate limits of Pekin.

“Local Labor Market Area” means an economically integrated area as defined by the Enterprise Zone Act within which individuals can reside and find employment within a reasonable distance or can readily change jobs without changing their place of residence.

“Owner” means any person or entity constructing improvements to real estate within the Enterprise Zone to accommodate a new or expanded commercial or industrial enterprise.

“Participant” or the “Participants” shall have the meaning set forth in the preambles to this Agreement.

“Taxing District” means a unit of local government having the power to levy real estate taxes against real property located within the Enterprise Zone.

“Tazewell” shall have the meaning set forth in the preambles to this Agreement.

“Tazewell Component” means that portion of the Enterprise Zone located within Tazewell, but outside of the corporate limits of Morton, Pekin and Tremont.

“TIF Act” is the Tax Increment Allocation Redevelopment Act found at 65 ILCS 5/11-74.4-1, et. seq.

“TIF District” means any “redevelopment project area” as defined in the TIF Act and designated by any Participant under authority of the TIF Act.

“Tremont” shall have the meaning set forth in the preambles to this Agreement.

“Tremont Component” means that portion of the Enterprise Zone located within the corporate limits of Tremont.

“Zone Administrator” means the person charged with the general administration of the Enterprise Zone as provided at section 3.2 of this Agreement.

## ARTICLE II

### TERM & DESIGNATION OF THE ENTERPRISE ZONE

**2.1 Boundaries and Characteristics of the Enterprise Zone.** The Enterprise Zone is the territory located within the corporate limits of the Participants or in unincorporated Tazewell County more particularly described by Exhibit 2 - PINS, Exhibit 3 – Legal Description, and Exhibit 4 – Maps, all attached hereto.

**2.2 Term of the Enterprise Zone.** The term of the Enterprise Zone shall be 15 years commencing on January 1, 2016. After the thirteenth anniversary of the certification of the Enterprise Zone, the Participants may seek a review of the Enterprise Zone by the Enterprise Zone Board for an additional ten year designation to begin on the expiration date of the original 15 year term. The Participants, the Administrative Board and the Zone Administrator shall all cooperate to provide information necessary for the Enterprise Zone Board to determine whether or not it shall approve a ten year extension of the Enterprise Zone.

**2.3 Designation of the Enterprise Zone.** The governing body of each Participant has passed and approved a Designating Ordinance meeting all requirements imposed by Section 5 of the Enterprise Zone Act. The Designating Ordinances also approves this Agreement.

### ARTICLE III

#### ADMINISTRATION OF THE ENTERPRISE ZONE

**3.1 Administrative Board.** The Participants hereby establish an Administrative Board consisting of four members, one of which shall be selected by each Participant. The Administrative Board shall have the following authority and responsibilities:

- A. Selection of the Zone Administrator as provided at paragraph 3.2 of this Agreement;
- B. Supervision of the performance of the Zone Administrator with respect to the duties of the Zone Administrator as assigned under the terms of this Agreement. The Administrative Board shall have no authority to supervise the performance of other duties unrelated to the administration of the Enterprise Zone which may be performed by the Zone Administrator in his or her capacity as an officer or employee of any Participant;
- C. If deemed necessary by the Administrative Board in its sole discretion, the Administrative Board may suspend the Zone Administrator from the performance of duties under the terms of this Agreement or terminate the authority of the Zone Administrator to act under the terms of this Agreement;
- D. Any person aggrieved by a decision of the Zone Administrator may within a reasonable time appeal that decision in writing to the Administrative Board. The Administrative Board has the authority to reverse, revise or affirm decisions of the Zone Administrator; and
- E. To engage in such other activities as may be necessary to insure the proper administration of the Enterprise Zone.

The Administrative Board shall operate in accordance with the requirements of the Open Meetings Act (5 ILCS 120/1 et. seq.). Decisions by the Administrative Board shall require the concurrence of three of the four members of such board.

**3.2 Zone Administrator.** The Administrative Board established as provided Section 3.1 of this Agreement shall select a Zone Administrator for the Enterprise Zone. The Zone Administrator must be an officer or employee of one of the Participants. The Zone Administrator shall be the liaison between the Participants, DCEO and any Designated Zone Organization established within the Enterprise Zone. The Zone Administrator shall perform those duties assigned to the administrator under the terms and conditions of the Enterprise Zone Act including those assigned at 20 ILCS 655/8 and 8.2 and at 14 ILADC 520.400. Those duties are included among the following duties hereby assigned to the Zone Administrator:

- A. Post a copy of the boundaries of the Enterprise Zone on official internet websites of the Participants;
- B. Provide an electronic copy of the boundaries of the Enterprise Zone to DCEO;
- C. Collect and aggregate information regarding the estimated cost of each commercial or industrial building project undertaken within the Enterprise Zone broken down into labor and materials;
- D. Within 60 days after the completion of any commercial or industrial building project undertaken within the Enterprise Zone, determine the cost of the building project broken down into labor and materials;
- E. By April 1 of each year file a copy of the fee schedule established under the terms of this Agreement with DCEO; and
- F. To the extent required by the Enterprise Zone Act or any other applicable authority, submit any documentation necessary to qualify an Owner to receive sales tax or other incentives available from the State of Illinois.
- G. Such other duties as may from time to time be assigned by the Administrative Board.

The Participants anticipate that the person employed by Tazewell as its economic development coordinator will be selected by the Administrative Board as Zone Administrator. Upon certification of the Enterprise Zone by DCEO, the Participants acting through the Administrative Board shall determine the manner in which the cost of services provided by the Zone Administrator shall be apportioned among the Participants.

**3.3 Designated Zone Organizations.** Each Participant may in its discretion create a Designated Zone Organization to assist in the administration of that component of the Enterprise Zone under the jurisdiction of the Participant. Two or more Participants may jointly create a Designated Zone Organization to assist in the administration of those components of the Enterprise Zone under the jurisdiction of the creating Participants. Substantially all of the members of any Designated Zone Organization shall be residents of the Enterprise Zone. The Board of Directors of a Designated Zone Organization shall be elected by members of the organization. Any Designated Zone Organization shall satisfy the criteria set forth at Section 501(c)(3) or Section 501(c)(4) of the Internal Revenue Code. A Designated Zone Organization shall exist primarily for the purpose of performing within all or any portion of the Enterprise Zone the various functions set forth at Section 8 of the Enterprise Zone Act. However, no Designated Zone Organization shall have authority to perform any function identified at Section 8 of the Enterprise Zone Act unless a Participant has by ordinance delegated such authority to the Designated Zone Organization to be exercised within the Participant's component of the Enterprise Zone.

**3.4 Enterprise Zone Fees.** Each Participant, at its own discretion, may assess Enterprise Zone Fees, up to the limits established under the Enterprise Zone Act. No Owner shall be

eligible to receive the incentives available for an Eligible Improvement unless the Owner first pays a fee to the Participant having jurisdiction over the location of the Eligible Improvement in the amount of .5% of the cost of building materials incorporated into an Eligible Improvement with a maximum fee of \$50,000.

## **ARTICLE IV**

### **INCENTIVES OFFERED IN ENTERPRISE ZONE**

**4.1 Abatement of Real Estate Taxes on Eligible Improvements.** The Owner of an Eligible Improvement may upon payment of the fee provided by paragraph 3.4 of this Agreement receive an abatement of real estate taxes levied by Taxing Districts which have approved an abatement of such taxes against Eligible Improvements subject to the following conditions:

- A. The abatement shall apply only to the real estate taxes corresponding to an increase in equalized assessed valuation after an Eligible Improvement has been duly assessed. The abatement shall not exceed the amount of such taxes attributable solely to the Eligible Improvement.
- B. The abatement shall apply only to Eligible Improvements commenced within the Enterprise Zone after designation of the Enterprise Zone by the Participants and certification of the Enterprise Zone by DCEO after approval of the Enterprise Zone by the Enterprise Zone Board.
- C. The abatement for an Eligible Improvement shall be in effect only for a period of five years commencing with the first year after the Eligible Improvement has been assessed.
- D. While the abatement is in effect with respect to an Eligible Improvement, each Taxing District shall each year continue to receive all real estate taxes corresponding to the equalized assessed valuation of the parcel upon which the Eligible Improvement is located and all structures or parts of structures on the parcel other than the Eligible Improvement.
- E. An abatement of real estate taxes authorized by the Taxing Districts shall not take effect after the expiration of the Enterprise Zone, but any abatement which commences prior to expiration of the Enterprise Zone shall continue for five years even if the Enterprise Zone expires during that five year period.
- F. The abatement of real estate taxes authorized by Taxing Districts shall also apply within territory lawfully added to the Enterprise Zone subsequent to its initial certification by DCEO and shall also apply during any lawfully authorized extension of the term of the Enterprise Zone.
- G. The abatement of real estate taxes authorized by the Taxing Districts shall apply only to commercial and industrial facilities and shall not apply to single family residences or to multiple family residential facilities.



**4.2 Abatement Resolutions from Taxing Districts.** Each Participant shall be responsible for securing resolutions from each Taxing District having territory located within that Participant's component of the Enterprise Zone authorizing an abatement of real estate taxes on Eligible Improvements under the terms and conditions set forth in paragraph 4.1 of this Agreement.

**4.3 Abatements Inapplicable to TIF Districts.** Anything in this Agreement to the contrary notwithstanding, no real estate tax abatement shall be available to any Eligible Improvement located within the boundaries of any Tax Increment Finance (TIF) district designated by a Participant.

**4.4 Issuance of Certificate of Eligibility.** Each Participant shall have exclusive jurisdiction to determine whether or not an improvement within its component of the Enterprise Zone constitutes an Eligible Improvement which will receive the incentives available under the terms of this Agreement. Upon a determination by a Participant that improvements to real estate within the Enterprise Zone constitute an Eligible Improvement which will receive an abatement of real estate taxes to the extent approved by the Taxing District, an authorized representative of the Participant (which may in the discretion of each Participant be the Zone Administrator) shall issue a certificate of eligibility to the Owner of the Eligible Improvement. It shall be the responsibility of the Owner to file the certificate of eligibility with the County Clerk of the county in which the Eligible Improvement is located and to verify the application of the abatement.

**4.5 Reduced Fees for Building Permits.** Upon the submission of an application for a building permit for a project deemed by the Participant to qualify as an Eligible Improvement, fees for building permits required prior to construction of the Eligible Improvement shall be reduced by 0% in Pekin, 50% in Morton and by 100% in Tremont and Tazewell County.

**4.6 Availability of State Incentives.** Nothing in this Agreement shall be interpreted to preclude the availability of incentives offered by the State of Illinois under the terms of the Enterprise Zone Act or any other authority.

## ARTICLE V

### EXPANSION OF BOUNDARIES AND OTHER AMENDMENTS

**5.1 Area of Participant Components.** The Participants stipulate that the area of each of their individual components of the Enterprise Zone is as follows:

Square Miles Pekin Component		3.70		
Morton Component	4.55			
Tremont Component		.26	Tazewell	County
Component	6.37			
		Total	14.88	

Because the Enterprise Zone is located within the jurisdiction of four or more counties or

municipalities, it appears that the maximum area of the Enterprise Zone is 15 square miles. Because the area of the Enterprise Zone as currently described has a total area of 14.88 square miles, the Enterprise Zone may be eligible pursuant to Section 5.4 of the Enterprise Zone Act for an amendment to expand the boundaries of the Enterprise Zone.

Except as hereinafter provided, no Participant may seek additions to its component of the Enterprise Zone which in the aggregate exceed that allocation. In the event any Participant desires to seek one or more expansions of that portion of the Enterprise Zone within its jurisdiction with an area which in the aggregate exceeds the aforementioned allocation, one or more other Participants may allocate all or any portion of their unutilized allocation to other Participants. In no event shall the area of the Enterprise Zone exceed 15 square miles.

**5.2 Procedure For Expansion of Boundaries.** Any Participant may in its discretion and without the consent of any other Participant apply to DCEO to expand the boundaries of that portion of the Enterprise Zone located within the corporate limits of the Participant subject to the limitations in the area of such expansion imposed by paragraph 5.1 of this Agreement. Any Participant seeking expansion of the Enterprise Zone within its jurisdiction shall pay all costs associated with the application and any approved expansion.

**5.3 Other Amendments.** Any amendment of the Enterprise Zone other than an expansion of the boundaries as authorized by paragraphs 5.1 and 5.2 of this Agreement, such as for a reduction in territory or a change in local incentives, and any amendment of this Agreement shall require the approval of all Participants.

## ARTICLE VI

### GENERAL PROVISIONS

**6.1 Breach and Opportunity to Cure.** Before any failure of any Participant to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the Participant or Participants claiming such failure to perform shall notify in writing the Participant alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance is completed to the reasonable satisfaction of the complaining Participant or Participants within thirty (30) days after receipt of such notice, or in the case of a failure which by its nature takes in excess of thirty (30) days to cure, such longer period of time as may be reasonably necessary to cure the same provided that the curing Participant is pursuing said cure with due diligence.

**6.2 Amendment.** This Agreement and any exhibits attached hereto may be amended only by the mutual consent of all Participants by the adoption of appropriate ordinances by the governing bodies of the Participants approving said amendment as provided by law and by the execution of said amendment by the Participants.

**6.3 No Other Agreements.** Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter

hereof and fully integrates the agreement of the Participants.

**6.4 Consent.** Except as otherwise provided herein, whenever consent or approval of any Participant is required, such consent or approval shall not be unreasonably withheld or unduly delayed.

**6.5 Paragraph Headings.** Paragraph headings and references are for the convenience of the Participants and are not intended to limit, vary, define or expand the terms and provisions contained in this Agreement and shall not be used to interpret or construe the terms and provisions of this Agreement.

**6.6 Severability.** If any provision, covenant, or portion of this Agreement or its application to any person, entity or property is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants or portions of this Agreement (and to that end, any provisions, covenants, or portion of this Agreement are declared to be severable).

**6.7 Applicable Law.** This Agreement shall be construed in accordance with the laws and decisions of the State of Illinois.

**6.8 Notices.** All notices herein shall be in writing and shall be deemed to be effective as of the date of actual delivery if by personal delivery or as of the third day from and including the day of posting if mailed by certified or registered mail return receipt requested with postage prepaid:

To Pekin: City of Pekin  
Attn: City Manager  
111 S. Capitol Street  
Pekin, IL 61554

To Tazewell: Tazewell County Board  
Attn: Board Chair  
McKenzie Building, Suite 432  
Pekin, IL 61554

To Morton: Village of Morton  
Attn: President  
120 Main Street, P.O. Box 28  
Morton, IL 61550

To Tremont: Village of Tremont  
Attn: President  
211 S. Sampson St.  
PO Box 144  
Tremont, IL 61568

or to such replacement parties as may from time to time be identified by written notice.

**EXECUTED BY THE PARTICIPANTS ON OR AS OF THE DATE OF THIS AMENDED AGREEMENT.**

**City of Pekin**

By: \_\_\_\_\_  
Its Mayor

ATTEST:

\_\_\_\_\_  
Its City Clerk

**Tazewell County**

By: \_\_\_\_\_  
Its Board Chair

ATTEST:

\_\_\_\_\_  
Its

**Village of Morton**

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

ATTEST:

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

**Village of Tremont**

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

ATTEST:

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

## EXHIBIT 1 AMENDMENTS

### **2016 Amendment Additions:**

11-11-07-308-010 SEC 7 T24N R4W PEKIN PLAZA LOT 5 (EXC TRACTS) & PT NLY PT LOT 3 SW 1/4

05-05-32-300-004 and 05-05-32-400-022 with the following sections included:

Tract 1, being a part-of the East Half of the Southwest Quarter of Section 32, Township 25 North, Range 4 West of the Third Principal Meridian, as shown on plat of survey recorded in Plat Book "CCC", Page 29 more particularly described as follows:

COMMENCING at a PK Nail set in pavement at the South Quarter corner of said Section 32; thence North 89° 47' 01" West (bearings assumed for description purposes only) along the South line of said Southwest Quarter 1322.46 feet to the Southwest corner of said East Half; thence North 0° 35' 43" West 64.70 feet to a point on the North right of way line of F.A.S. Route 1467 (Broadway Road), said point to be the POINT OF BEGINNING of Tract I to be described;

From the Point of Beginning, thence South 81° 14' 56" East along said North right of way line 68.61 feet; thence South 89°46'47" East continuing along said North right of way line 200.00 feet; thence North 87° 21' 8" East continuing along said North right of way line 100.12 feet; thence South 86° 55' 02" East continuing along said North right of way line 100.12 feet; thence South 84° 04' 09" East continuing along said North right of way line 100.50 feet; thence North 88° 47' 17" East continuing along said North right of way line 200.06 feet thence North 81° 41' 22" East continuing along said North right of way line 101.12 feet; thence South 89° 46' 47" East continuing along said North right of way line 153.87 feet to an iron pipe set; thence North 0° 52' 40" West 580.11 feet to an iron pipe set; thence South 89° 46' 47" East 300.41 feet to a PK Nail set in pavement on the East line of said Southwest Quarter; thence North 0o 52' 40" West along said East line 135.58 feet; thence North 89° 07' 20" East 25.66 feet to a point on the East right of way line of California Road thence South 15° 14' 58" East along said East right of way line 275.76 feet; thence North 0° 43' 18" East 419.10 feet; thence South 89° 07' 30" West 105.80 feet to a point on said East line; thence North 0° 52' 40" West along said East line 1750.00 feet to an iron pipe found at the center of said Section 32; thence South 89° 01' 59" West along the North line of said Southwest Quarter 1209.15 feet to an iron pipe set; thence South 0° 35' 43" East 249.72 feet to an iron rod found; thence South 88° 40' 17" West 99.98 feet to a point on the West line of said East Half; thence South 0° 35' 43" East along said West line 2339.63 feet to the Point of Beginning, Excepting therefrom the west 500 feet of even width, situated in Tazewell County, Illinois.

TRACT 2 AS SHOWN ON A PLAT RECORDED IN PLAT BOOK "CCC" PAGE 29 AT THE TAZEWELL COUNTY RECORDERS OFFICE BEING A PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 32, T.25N., R.4W., OF THE 3RD P.M., TAZEWELL COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the south quarter corner of said section 32, thence n o°52'40"w, along the west

line of said southeast 1/4, 2281.94 feet to the point of beginning of said tract 2 to be described; thence continuing along said west line n 0°52'40"w, 400.00 feet to the center of section 32; thence n89°07'30"e along the north line of said southeast 1/4, 1022.25 feet; thence s20°02'52"e, 411.70 feet; thence s0°34'25"e along a line parallel with and 175.00 feet measured perpendicular west of the east line of said west 1/2, 11.13 feet; thence s89°07'30"w, 1157.39 feet to the point of beginning containing 10.025 acres, more or less.

Excepting therefrom a part of said tract 2 being more particularly described as follows:

Commencing at the southwest corner of the southeast quarter of said section 32; thence n00°52'40"w, (bearings are assumed for the purpose of description only) along the west line of the southeast quarter of said section 32, a distance of 2281.94 feet to the southwest corner of said tract 2; thence n89°07'30"e, along the south line of said tract 2, a distance of 277.53 feet to the point of beginning; thence n13°10'52"e, a distance of 412.35 feet to the north line of the southeast quarter of said section 32 and also being the north line of said tract 2; thence n89°07'30"e, along said north line, a distance of 220.00 feet; thence s14°25'51"w, a distance of 414.71 feet to the south line of said tract 2; thence s89°07'30"w, along said south line, a distance of 210.67 feet to the point of beginning, the said real estate containing 86,132 square feet, more or less, or 1.977 acres, more or less.

Also excepting therefrom a part of said tract 2 being more particularly described as follows:

Commencing at the southwest corner of the se 1/4 of said section 32; thence n0°52'40"w along the west line of the se 1/4 of said section 32, a distance of 2281.94 feet to the southwest corner of said tract 2; thence n89°07'30"e along the south line of said tract 2, a distance of 488.20 feet to a point on the easterly right of way line of proposed Veterans Drive and the point of beginning of the tract to be described; thence n14°25'51"e, a distance of 414.71 feet to a point on the north line of the southeast 1/4 of said section 32; thence n89°07'30"e, along the north line of the southeast 1/4 of said section 32, a distance of 424.45 feet to the northeast corner of said tract 2; thence s20°02'52"e, along the east line of said tract 2, a distance of 411.70 feet; thence s0°34'25"e along a line parallel with and 175.00 feet measured perpendicular west of the east line of the west 1/2 of the southeast 1/4 of said section 32, a distance of 11.13 feet to the southeast corner of said tract 2; thence s89°07'30"w, along the south line of said tract 2, a distance of 669.19 feet to the point of beginning containing 5.040 acres. More or less.

A part of the west half of the southeast quarter of section 32, township 25 north, range 4 west of the third principal meridian, Tazewell County, Illinois, being more particularly described as follows:

Commencing at the south quarter corner of said section 32, thence north 00 degrees, 52minutes 40 seconds west, along the west line of said southeast quarter, 2,281.94 feet to the point of beginning of said tract to be described; thence continuing along said west line north 00 degrees 52 minutes 40 seconds west, 400.00 feet to the center. Of Section 32; thence north 83 degrees 07 minutes 30 seconds east along the north line of said southeast quarter, 377.80 feet; thence north 13 degrees 10 minutes 52 seconds east a distance of 412.35 feet; thence south 89 degrees 07 minutes 30 seconds west 277.53 feet to the point of beginning; said tract being a part of tract 2 as shown on a plat recorded in plat book "ccc", page 29 in the office of the Tazewell county recorder of deeds.

## 2017 Amendment Additions & Deletions:

Additions with PINS and Legal Descriptions:

05-05-32-300-004

05-05-35-400-022

Tract 1, being a part-of the East Half of the Southwest Quarter of Section 32, Township 25 North, Range 4 West of the Third Principal Meridian, as shown on plat of survey recorded in Plat Book "CCC", Page 29 more particularly described as follows:

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Tract 2 as shown on a plat recorded in plat book "ccc" page 29 at the Tazewell County Records Office being a part of the west 1/2 of the southeast 1/4 of section 32, t.25n., r.4w., of the 3rd p.m., Tazewell county, Illinois, being more particularly described as follows: commencing at the south quarter corner of said section 32, thence n  $0^{\circ} 52' 40''$  w, along the west line of said southeast 1/4, 2281 .94 feet to the point of beginning of said tract 2 to be described; thence continuing along said west line n  $0^{\circ} 52' 40''$  w, 400.00 feet to the center of section 32; thence n  $89^{\circ} 07' 30''$  e along the north line of said southeast 1/4, 1022.25 feet; thence s  $20^{\circ} 02' 52''$  e, 411.70 feet; thence s  $0^{\circ} 34' 25''$  e along a line parallel with and 175.00 feet measured perpendicular west of the east line of said west 1/2, 11.13 feet: thence s  $89^{\circ} 07' 30''$  w, 1157.39 feet to the point of beginning containing 10.025 acres, more or less.

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A part of the west half of the southeast quarter of section 32, township 25 north, range 4 west of the third principal meridian, Tazewell county, Illinois, being more particularly described as follows: commencing at the south quarter corner of said section 32, thence north 00 degrees, 52 minutes 40 seconds west, along the west line of said southeast quarter, 2,281.94 feet to the point of beginning of said tract to be described; thence continuing along said west line north 00 degrees 52 minutes 40 seconds west, 400.00 feet to the center. Of section 32; thence north 83 degrees 07 minutes 30 seconds east along the north line of said southeast quarter, 377.80 feet; thence north 13 degrees 10 minutes 52 seconds east a distance of 412.35 feet; thence south 89 degrees 07 minutes 30 seconds west 277.53 feet to the point of beginning; said tract being a part of tract 2 as shown on a plat recorded in plat book "ccc", page 29 in the office of the Tazewell county recorder of deeds.

- 11-11-07-308-013 SEC 7 T24N R4W PEKIN PLAZA LOT 5 (EXC TRACTS) & PT NLY PT LOT 3 SW 1/4
- 11-11-07-101-008
- 11-11-07-101-012
- 10-10-12-210-004

Beginning at the intersection of the centerline of Griffin Avenue and the East line, extended North, to the said Centerline, of Lot 23 in Pekin Plaza #4; The following call is describing the centerline of a 3 foot wide strip of land; Thence Westerly, along the said centerline of Griffin Avenue, extended Westerly, to the Westerly Right of Way line of Olt Avenue; Thence Northerly,



## 2022 Amendment Additions, Deletions, & Local Incentive Changes

### A. PINS OF TERRITORY BEING ADDED

10-10-11-200-003	10-10-11-410-009	04-10-02-323-002	04-10-03-309-003	04-10-03-416-011	04-10-02-321-004
10-10-12-208-022	10-10-11-413-020	04-10-02-322-017	04-10-03-309-002	04-10-03-416-012	04-10-02-414-014
10-10-12-209-002	10-10-11-410-008	04-10-02-321-016	04-10-03-309-001	04-10-03-416-013	04-10-02-413-015
04-10-03-418-007	11-11-07-400-013	04-10-02-321-003	04-10-02-413-018	04-10-02-431-001	04-10-02-413-003
04-10-03-418-008	10-10-11-410-007	04-10-01-309-014	04-10-02-413-006	04-10-02-322-004	04-10-02-412-016
04-10-03-310-012	11-11-07-400-012	04-10-01-101-012	04-10-02-412-019	04-10-02-321-018	04-10-02-412-003
04-10-03-310-011	10-10-11-408-009	10-10-12-217-005	04-10-02-412-006	04-10-02-321-005	04-10-02-411-015
04-10-03-310-010	11-11-07-307-016	10-10-11-105-023	04-10-02-411-018	04-10-02-324-014	04-10-02-411-003
04-10-03-310-009	11-11-07-400-037	10-10-11-200-010	04-10-02-329-015	04-10-02-414-015	04-10-02-329-002
04-10-03-310-008	10-10-11-413-018	11-11-07-101-011	04-10-02-329-005	04-10-02-413-016	04-10-02-328-003
10-10-14-206-030	11-11-07-308-006	11-11-07-101-010	04-10-02-328-015	04-10-02-413-004	04-10-02-322-002
11-11-07-301-023	11-11-07-307-011	10-10-12-216-016	04-10-02-327-017	04-10-02-412-017	04-10-02-414-002
11-11-07-301-001	11-11-07-308-005	10-10-12-216-009	04-10-02-327-006	04-10-02-412-004	04-10-02-413-002
10-10-14-205-013	11-11-07-307-001	10-10-12-208-021	04-10-02-326-018	04-10-02-411-016	04-10-02-412-015
10-10-14-206-016	11-11-07-301-008	10-10-12-208-023	04-10-02-326-006	04-10-02-411-004	04-10-02-411-002
10-10-13-104-006	11-11-07-400-027	10-10-12-208-018	04-10-02-325-018	04-10-02-329-003	04-10-02-328-002
10-10-14-206-029	11-11-07-400-024	10-10-12-209-003	04-10-02-325-006	04-10-02-328-004	04-10-02-327-002
10-10-14-206-028	11-11-07-307-020	10-10-12-208-017	04-10-02-324-016	04-10-02-327-015	04-10-02-326-014
10-10-13-104-010	11-11-07-400-025	10-10-12-208-016	04-10-02-324-005	04-10-02-327-004	04-10-02-326-002
10-10-14-206-031	11-11-07-400-011	10-10-12-208-015	04-10-02-323-017	04-10-02-326-016	04-10-02-325-014
10-10-13-104-004	11-11-07-105-003	10-10-12-208-013	04-10-02-323-005	04-10-02-326-004	04-10-02-325-002
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10-10-14-206-022	11-11-07-309-001	10-10-11-200-008	04-10-02-328-006	04-10-02-325-004	04-10-02-322-016
10-10-14-206-021	11-11-07-301-004	10-10-12-208-014	04-10-02-322-006	04-10-02-324-003	04-10-03-312-010
10-10-14-206-020	11-11-07-301-003	04-10-01-416-031	04-10-02-321-007	04-10-02-323-015	04-10-03-312-009
10-10-14-205-010	11-11-07-301-002	04-10-01-416-032	04-10-02-431-002	04-10-02-323-003	04-10-03-312-008
11-11-07-307-023	11-11-07-105-002	04-10-01-416-030	04-10-02-414-016	04-10-02-322-018	04-10-03-312-007
10-10-11-400-021	11-11-07-105-001	04-10-01-416-029	04-10-02-414-005	04-10-03-416-014	04-10-03-312-006
11-11-07-307-008	11-11-07-108-009	04-10-01-411-002	04-10-02-413-017	04-10-03-416-015	04-10-03-312-005
10-10-11-414-022	11-11-07-108-005	04-10-03-402-009	04-10-02-413-005	04-10-03-416-016	04-10-03-312-004
11-11-07-305-013	11-11-07-308-001	04-10-02-410-023	04-10-02-412-018	04-10-03-416-017	04-10-03-312-021
11-11-07-307-014	11-11-07-108-010	04-10-02-410-011	04-10-02-412-005	04-10-03-416-018	04-10-03-311-009
10-10-11-414-024	11-11-07-103-018	04-10-02-409-024	04-10-02-411-017	04-10-03-416-019	04-10-03-311-008
10-10-11-414-038	11-11-07-103-017	04-10-02-409-009	04-10-02-411-005	04-10-03-417-007	04-10-03-311-007
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10-10-11-414-025	11-11-07-107-009	04-10-02-407-018	04-10-02-329-004	04-10-03-417-010	04-10-03-311-005
10-10-11-414-036	11-11-07-107-011	04-10-02-401-009	04-10-02-328-014	04-10-03-417-011	04-10-03-311-004
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11-11-07-307-022	04-10-02-327-014	04-10-03-309-012	04-10-02-324-015	04-10-03-419-008	04-10-03-416-005
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04-10-02-322-019	05-05-32-107-006	05-05-31-200-007	11-11-07-307-021	04-10-03-412-027	04-10-03-403-021
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04-10-02-321-019	11-11-07-108-014	05-05-32-108-001	05-05-31-309-003	04-10-03-412-026	04-10-03-403-023
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04-10-03-420-005	10-10-12-216-020	11-11-07-103-046	05-05-31-309-005	04-10-03-407-030	04-10-03-403-026
04-10-03-420-006	11-11-07-308-011	04-10-03-311-021	05-05-31-310-017	04-10-02-314-018	04-10-03-404-023
04-10-03-420-007	10-10-14-208-019	11-11-07-308-012	05-05-31-106-007	04-10-02-314-008	04-10-03-404-045
04-10-03-420-008	11-11-07-107-016	11-11-07-307-018	05-05-32-105-001	04-10-02-313-018	04-10-01-411-004
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04-10-02-322-003	11-11-05-101-015	10-10-12-409-039	05-05-29-302-003	04-10-03-407-031	04-10-02-313-007
04-10-02-321-017	10-10-12-409-033	10-10-12-409-040	05-05-30-402-003	04-10-03-411-031	04-10-02-317-017
04-10-03-416-022	10-10-12-409-034	04-04-26-201-001	05-05-30-402-002	04-10-03-411-015	04-10-02-318-019
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04-10-03-417-012	10-10-12-409-036	04-04-26-201-008	04-10-03-420-001	04-10-03-411-017	04-10-01-407-009
04-10-03-417-003	10-10-12-409-037	04-04-26-201-026	04-10-03-420-002	04-10-03-404-047	04-10-01-411-003
04-10-03-417-004	10-10-12-415-002	04-04-26-202-001	04-10-02-414-013	04-10-03-404-048	04-10-03-309-028
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04-10-03-418-001	10-10-12-415-004	04-04-26-202-004	04-10-02-413-014	04-10-02-409-025	04-10-02-409-027
04-10-02-440-006	10-10-12-415-005	04-04-26-202-009	04-10-02-413-001	04-10-02-407-021	04-10-02-409-010
04-10-02-440-007	10-10-12-415-006	04-04-26-203-005	04-10-02-412-014	04-10-02-318-010	04-10-02-408-013
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04-10-02-440-011	04-04-26-205-012	04-04-26-204-023	04-10-02-329-012	04-10-03-309-026	04-10-01-406-014
04-10-02-116-008	11-11-07-107-015	04-04-26-204-028	04-10-02-329-001	04-10-03-309-025	04-10-01-408-010
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04-10-02-116-012	04-10-02-412-027	04-04-26-429-002	04-10-02-328-001	04-10-03-309-020	04-10-02-408-025
05-05-30-400-014	04-10-02-412-029	04-10-02-316-016	04-10-02-327-013	04-10-03-309-019	04-10-01-408-016
05-05-20-100-001	05-05-32-107-024	04-10-02-318-009	04-10-02-327-001	04-10-03-309-018	04-10-01-408-015
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11-11-06-200-001	05-05-32-105-015	11-11-07-307-019	04-10-02-326-001	04-10-03-309-015	04-10-01-408-013
05-05-30-400-013	05-05-32-105-016	11-11-07-308-003	04-10-02-325-013	04-10-03-309-016	04-10-01-406-017
10-10-33-100-007	05-05-32-107-021	04-10-02-312-017	04-10-02-325-001	04-10-03-411-030	04-10-03-307-009
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04-10-03-418-003	11-11-07-308-004	04-10-03-416-025	04-10-02-324-001	04-10-02-300-022	04-10-03-307-011
04-10-03-418-004	11-11-07-308-007	04-10-02-328-022	04-10-03-420-004	04-10-03-411-014	04-10-03-307-010
04-10-03-418-005	04-10-02-414-023	05-05-31-311-037	04-10-02-323-013	04-10-02-429-001	04-10-01-408-012
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04-10-01-406-011	05-05-32-107-010	04-10-02-440-005	04-10-02-321-015		
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04-10-01-408-007	04-10-02-300-044	04-10-02-314-007	04-10-02-314-017		
04-10-01-408-006	04-10-02-300-043	04-10-02-313-017	04-10-03-407-016		

04-10-01-408-005	04-10-02-300-024	04-10-03-407-013	05-05-31-306-015
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04-10-01-408-004	04-10-02-316-017	04-10-03-407-014	04-04-25-114-003
04-10-01-408-001	04-10-02-315-017	04-10-03-407-015	04-04-25-114-004
04-04-36-409-003	04-10-02-315-008	04-10-03-402-015	04-04-25-114-005
04-10-02-211-004	05-05-29-300-010	04-04-25-114-010	04-04-25-114-006
04-10-02-209-028	04-04-26-203-006	04-04-25-109-022	04-04-25-114-007
04-10-02-209-029	04-04-26-203-001	04-04-25-109-021	04-04-25-114-008
04-10-02-209-024	04-04-26-202-014	04-04-25-109-017	04-04-25-114-009
04-10-02-209-030	04-04-26-202-015	04-04-25-109-018	04-10-01-314-031
04-10-02-209-020	04-04-26-202-011	04-04-25-109-019	04-10-01-400-034
04-10-02-209-010	04-04-26-204-018	04-04-25-109-020	04-10-01-101-013
04-10-02-209-012	04-04-26-202-016	04-04-25-109-016	04-10-01-310-008
04-10-02-209-013	04-04-26-202-017	04-04-25-109-024	04-10-01-310-011
04-10-02-116-003	04-04-26-202-005	04-04-25-113-007	04-10-01-310-007
04-10-02-116-006	04-04-26-202-019	04-04-25-112-018	04-10-01-310-010
04-10-02-116-002	04-04-26-201-007	04-04-25-104-057	04-04-26-427-006
04-10-02-116-005	04-04-26-201-006	10-10-13-104-013	04-04-26-428-006
04-10-02-116-004	04-04-26-204-003	05-05-32-400-020	04-04-26-429-001
04-10-02-116-001	04-04-26-204-027	05-05-32-400-022	04-04-26-203-004
04-10-02-113-016	04-04-26-201-027	05-05-31-210-027	04-04-26-204-019
04-10-02-113-004	04-04-26-204-032	05-05-31-211-008	05-05-31-310-032
04-10-02-109-017	04-04-26-204-021	05-05-31-211-001	05-05-31-310-041
04-10-02-109-005	04-04-25-104-056	05-05-32-106-005	05-05-31-310-039
04-10-02-109-004	04-04-26-204-022	05-05-32-105-023	05-05-31-310-037
04-10-02-106-008	04-04-25-109-023	05-05-32-105-018	05-05-31-310-036
04-10-02-109-002	04-04-25-109-014	05-05-32-107-022	04-10-02-409-011
04-10-02-109-001	04-04-26-204-024	04-10-02-321-002	04-10-03-414-027
04-10-02-106-007	04-04-25-113-006	04-10-02-321-001	04-10-02-408-014
04-10-02-106-006	04-04-25-112-009	04-10-02-429-012	04-10-03-413-010
04-10-02-106-005	04-04-26-204-031	04-10-03-411-032	04-10-02-317-008
04-10-02-106-004	04-04-26-205-005	04-10-02-312-015	04-10-02-316-008
04-10-02-106-003	04-04-26-205-006	04-10-03-411-016	04-10-02-315-016
04-10-02-106-020	04-04-26-205-007	04-10-02-313-009	04-10-02-315-007
04-10-02-106-002	05-05-31-309-006	04-04-26-428-007	04-10-01-406-012
05-05-31-314-002	05-05-31-310-019	04-04-26-427-005	04-10-01-400-033
05-05-31-311-038	05-05-31-310-018	04-04-26-428-008	04-10-01-314-032
05-05-31-311-017	05-05-31-309-007	04-04-26-428-009	
05-05-31-314-004	05-05-31-310-028	04-04-26-429-004	
05-05-31-314-005	05-05-31-310-029	04-04-26-428-010	
05-05-31-311-028	05-05-31-310-030	04-04-26-429-003	
05-05-30-400-015	05-05-31-310-040	04-04-26-428-011	
04-04-26-400-001	05-05-31-310-031	04-04-26-419-001	

## B. PINS OF TERRITORY BEING DELETED

10-10-15-100-004	04-10-03-502-003	04-04-34-510-032	04-04-34-510-005	10-10-16-502-003
10-10-15-100-001	04-10-03-502-002	04-04-34-202-004	04-04-34-510-001	10-10-16-502-002
10-10-10-300-002	04-10-03-502-001	04-04-34-202-001	04-04-26-302-001	10-10-16-501-001
04-10-03-502-010	04-04-35-326-001	04-04-34-202-002	04-04-26-302-008	10-10-09-502-007
10-10-10-504-002	04-04-35-327-009	04-04-34-223-003	04-04-26-309-001	10-10-09-502-008
10-10-10-504-001	04-04-34-424-006	04-04-34-223-002	04-04-26-308-004	10-10-09-501-007
04-10-03-300-002	04-04-34-422-001	04-04-34-223-001	04-04-27-400-002	10-10-09-502-004
04-10-03-502-011	04-04-34-424-018	04-04-34-221-004	04-04-26-308-003	10-10-09-502-005
04-10-03-206-009	04-04-34-436-010	04-04-34-220-004	04-04-26-308-002	10-10-09-501-006
04-04-34-202-003	04-04-34-422-005	04-04-34-510-029	04-04-27-300-001	10-10-09-501-005
04-04-34-208-005	04-04-34-436-013	04-04-34-510-030	04-04-27-400-001	11-11-07-203-004
04-10-03-507-001	04-04-34-431-001	04-04-34-510-026	04-04-26-300-001	10-10-09-502-003
04-04-34-510-028	04-04-34-427-015	04-04-34-510-027	04-04-26-308-010	10-10-09-200-012
04-04-34-510-008	04-04-34-422-003	04-04-34-510-025	04-04-26-100-003	10-10-09-501-004
04-10-03-100-006	04-04-34-220-002	04-04-34-510-024	04-04-26-200-005	10-10-09-502-002
04-10-03-100-009	04-04-34-211-003	04-04-34-510-023	04-04-23-400-021	10-10-09-501-003
04-10-03-100-005	04-04-34-510-071	04-04-34-510-022	04-04-24-300-024	10-10-09-502-001
04-10-03-502-009	04-04-34-510-051	04-04-34-510-021	04-04-24-300-021	10-10-09-501-002
04-10-03-507-003	04-04-34-510-019	04-04-34-510-020	04-04-23-300-013	10-10-09-100-002
04-10-03-507-004	04-04-34-510-018	04-04-34-220-003	04-04-24-300-022	10-10-09-501-001
04-10-03-507-005	04-04-34-424-005	04-04-34-220-001	04-04-23-402-004	10-10-10-502-001
04-10-03-507-002	04-04-34-436-001	04-04-34-217-001	04-04-23-401-001	04-04-26-200-001
04-10-03-100-004	04-04-34-424-017	04-04-34-214-001	04-04-23-402-003	04-04-24-300-014
04-10-03-100-008	04-04-34-424-001	04-04-34-510-017	04-04-23-402-001	10-10-13-400-008
04-10-03-207-003	04-04-34-423-001	04-04-34-510-016	04-04-23-402-002	10-10-14-300-004
04-10-03-207-002	04-04-35-312-002	04-04-34-510-015	04-10-03-207-001	10-10-14-300-006
04-10-03-208-008	04-04-34-426-001	04-04-34-211-005	04-10-03-206-011	10-10-13-400-004
04-10-03-208-006	04-04-34-510-070	04-04-34-211-006	04-04-34-441-010	10-10-15-100-003
04-10-03-502-007	04-04-34-418-001	04-04-34-211-004	04-04-34-441-002	10-10-13-203-002
04-10-03-502-005	04-04-34-422-004	04-04-34-211-002	04-04-34-441-001	10-10-09-200-008
04-10-03-504-012	04-04-34-418-003	04-04-34-211-001	04-04-25-100-022	10-10-15-504-001
04-10-03-504-011	04-04-34-418-004	04-04-34-208-006	04-04-34-436-015	04-04-34-510-035
04-10-03-504-010	04-04-34-418-007	04-04-34-208-004	04-04-26-101-004	04-04-34-510-034
04-10-03-504-009	04-04-34-412-003	04-04-34-208-001	04-10-03-100-002	04-04-34-510-033
04-10-03-504-008	04-04-34-510-055	04-04-34-208-003	04-04-23-400-019	04-04-34-510-002
04-10-03-504-007	04-04-34-510-049	04-04-34-510-013	04-04-26-102-015	04-04-34-510-003
04-10-03-504-006	04-04-34-510-053	04-04-34-510-012	04-10-03-100-003	10-10-15-501-001
04-10-03-100-007	04-04-34-510-050	04-04-34-510-011	04-04-34-418-002	11-11-18-100-001
04-10-03-214-004	04-04-34-412-002	04-04-34-510-010	04-04-34-418-005	04-10-03-510-001
04-10-03-206-010	04-04-34-412-001	04-04-34-510-009	04-04-34-418-006	04-10-03-504-003
04-10-03-100-001	04-04-34-406-003	04-04-34-510-007	10-10-15-400-002	04-04-34-510-039
04-10-03-100-011	04-04-34-406-002	04-04-34-206-002	10-10-14-405-009	04-04-34-510-036
04-10-03-108-002	04-04-34-406-001	04-04-34-206-001	10-10-14-405-008	04-04-34-510-006
04-10-03-101-002	04-04-34-510-052	04-04-34-203-002	10-10-13-400-002	04-04-34-510-004
04-10-03-108-001	04-04-34-510-041	04-04-34-205-002	10-10-14-405-007	10-10-14-300-003
04-04-34-456-013	04-04-34-510-040	04-04-34-205-001	10-10-14-405-006	10-10-15-501-002
04-10-03-504-005	04-04-34-202-005	04-04-34-200-001	10-10-13-300-002	
04-10-03-510-002	04-04-34-510-031	04-04-34-203-001	10-10-14-400-002	

### **C. INCENTIVES BEING AFFECTED**

As initially established in the Southern Tazewell Enterprise Zone in 2016, each Participant agreed to reduce local building permit fees required prior to construction of an Eligible Improvement in the enterprise zone. Moreover, each Participant may further charge to a developer in the enterprise zone an Enterprise Zone Fee, in the amount of .5% of the cost of building materials incorporated into an Eligible Improvement, with a maximum fee being capped at \$50,000.

With the expansion of the Enterprise Zone to all major development areas of the City of Pekin that will require adequate and appropriate building code inspections, the City of Pekin desires to make its building permit fees applicable for all projects located in the enterprise zone. Building permit fee revenues generated from projects in (and out) of the enterprise zone will help defray the costs of required building inspections to ensure proper compliance with building codes.

Any perceived loss felt by developers with this change can be offset through the following measures:

- To provide a similar development incentive as the building fee waiver, the City shall also institute a 100% reduction in Enterprise Zone Fees charged to any developer in the enterprise zone.
- The Southern Tazewell Enterprise Zone overlaps with other development districts in Pekin, such as a tax increment finance district and business development district, which can be utilized by developers to achieve further incentives to entice their development.

The cost impact to developers should therefore be reduced.

All other local incentives, such as the tax abatement for 5 years for any increase in equalized assessed value for eligible Improvements in commercial and industrial facilities outside of a tax increment finance district, still apply.

**EXHIBIT 2**  
**PINS for All Parcels in the Southern Tazewell Enterprise Zone after**  
**Amendment #3**

**PEKIN COMPONENT PINS**

04-04-23-300-003	04-04-23-401-063	04-04-25-109-020	04-04-26-202-015	04-04-26-427-006	04-04-34-221-008
04-04-23-300-005	04-04-23-401-064	04-04-25-109-021	04-04-26-202-016	04-04-26-428-006	04-04-34-221-009
04-04-23-300-006	04-04-23-401-068	04-04-25-109-022	04-04-26-202-017	04-04-26-428-007	04-04-34-224-001
04-04-23-300-007	04-04-23-401-069	04-04-25-109-023	04-04-26-202-019	04-04-26-428-008	04-04-34-224-002
04-04-23-300-008	04-04-23-401-070	04-04-25-109-024	04-04-26-203-001	04-04-26-428-009	04-04-34-224-003
04-04-23-300-009	04-04-23-402-011	04-04-25-112-009	04-04-26-203-004	04-04-26-428-010	04-04-34-224-004
04-04-23-300-011	04-04-23-402-014	04-04-25-112-018	04-04-26-203-005	04-04-26-428-011	04-04-34-224-005
04-04-23-300-014	04-04-23-402-015	04-04-25-113-006	04-04-26-203-006	04-04-26-429-001	04-04-34-224-006
04-04-23-300-015	04-04-23-402-016	04-04-25-113-007	04-04-26-204-001	04-04-26-429-002	04-04-34-224-007
04-04-23-300-016	04-04-23-402-017	04-04-25-114-002	04-04-26-204-002	04-04-26-429-003	04-04-34-224-008
04-04-23-300-017	04-04-23-402-018	04-04-25-114-003	04-04-26-204-003	04-04-26-429-004	04-04-34-224-009
04-04-23-300-019	04-04-23-402-038	04-04-25-114-004	04-04-26-204-018	04-04-34-201-001	04-04-34-224-010
04-04-23-300-020	04-04-23-402-054	04-04-25-114-005	04-04-26-204-019	04-04-34-204-001	04-04-34-227-010
04-04-23-400-004	04-04-24-300-009	04-04-25-114-006	04-04-26-204-020	04-04-34-204-002	04-04-34-227-011
04-04-23-400-005	04-04-24-300-019	04-04-25-114-007	04-04-26-204-021	04-04-34-209-001	04-04-34-227-012
04-04-23-400-006	04-04-24-300-041	04-04-25-114-008	04-04-26-204-022	04-04-34-209-007	04-04-34-227-013
04-04-23-400-011	04-04-24-300-042	04-04-25-114-009	04-04-26-204-023	04-04-34-209-008	04-04-34-227-014
04-04-23-400-012	04-04-24-300-043	04-04-25-114-010	04-04-26-204-024	04-04-34-209-009	04-04-34-230-001
04-04-23-400-017	04-04-24-300-044	04-04-26-102-001	04-04-26-204-027	04-04-34-212-001	04-04-34-230-002
04-04-23-400-018	04-04-24-300-045	04-04-26-102-004	04-04-26-204-028	04-04-34-212-004	04-04-34-230-003
04-04-23-400-022	04-04-24-300-046	04-04-26-102-005	04-04-26-204-030	04-04-34-212-005	04-04-34-230-004
04-04-23-400-023	04-04-24-300-047	04-04-26-102-006	04-04-26-204-031	04-04-34-212-006	04-04-34-230-005
04-04-23-401-022	04-04-24-300-048	04-04-26-102-009	04-04-26-204-032	04-04-34-212-007	04-04-34-230-008
04-04-23-401-025	04-04-24-300-049	04-04-26-102-010	04-04-26-205-005	04-04-34-215-001	04-04-34-230-009
04-04-23-401-026	04-04-25-100-001	04-04-26-102-014	04-04-26-205-006	04-04-34-215-004	04-04-34-230-010
04-04-23-401-027	04-04-25-100-013	04-04-26-201-001	04-04-26-205-007	04-04-34-215-007	04-04-34-230-011
04-04-23-401-029	04-04-25-100-014	04-04-26-201-002	04-04-26-205-008	04-04-34-215-008	04-04-34-230-012
04-04-23-401-030	04-04-25-100-016	04-04-26-201-006	04-04-26-205-012	04-04-34-218-001	04-04-34-230-014
04-04-23-401-031	04-04-25-100-017	04-04-26-201-007	04-04-26-308-003	04-04-34-218-002	04-04-34-233-001
04-04-23-401-032	04-04-25-100-035	04-04-26-201-008	04-04-26-308-009	04-04-34-218-003	04-04-34-233-002
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04-04-23-401-035	04-04-25-104-056	04-04-26-202-001	04-04-26-308-016	04-04-34-218-008	04-04-34-233-005
04-04-23-401-036	04-04-25-104-057	04-04-26-202-002	04-04-26-308-017	04-04-34-218-009	04-04-34-233-006



04-04-23-401-037	04-04-25-109-014	04-04-26-202-004	04-04-26-308-019	04-04-34-218-010	04-04-34-233-007
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04-04-23-401-047	04-04-25-109-019	04-04-26-202-014	04-04-26-427-005	04-04-34-221-007	04-04-34-233-011
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04-04-34-451-001	04-04-34-510-014	04-04-35-308-001	04-04-35-311-010	04-04-35-323-001	04-04-35-332-001
04-04-34-451-002	04-04-34-510-037	04-04-35-308-002	04-04-35-312-001	04-04-35-323-009	04-04-35-332-008
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04-10-03-414-027	04-10-03-418-006	05-05-30-402-001	05-05-31-314-004	10-10-09-200-013	10-10-10-100-049
04-10-03-415-002	04-10-03-418-007	05-05-30-402-002	05-05-31-314-005	10-10-09-202-010	10-10-10-100-050
04-10-03-415-003	04-10-03-418-008	05-05-30-402-003	05-05-32-105-001	10-10-09-205-011	10-10-10-100-051
04-10-03-415-004	04-10-03-418-009	05-05-31-106-007	05-05-32-105-014	10-10-09-209-013	10-10-10-100-052
04-10-03-415-005	04-10-03-418-010	05-05-31-200-007	05-05-32-105-015	10-10-09-209-014	10-10-10-100-053
04-10-03-415-006	04-10-03-418-011	05-05-31-210-016	05-05-32-105-016	10-10-09-209-015	10-10-10-100-054
04-10-03-415-007	04-10-03-419-001	05-05-31-210-017	05-05-32-105-017	10-10-09-400-011	10-10-10-200-005
04-10-03-415-008	04-10-03-419-002	05-05-31-210-018	05-05-32-105-018	10-10-09-400-012	10-10-10-300-007
04-10-03-415-009	04-10-03-419-003	05-05-31-210-021	05-05-32-105-019	10-10-09-400-016	10-10-10-300-010
04-10-03-415-032	04-10-03-419-004	05-05-31-210-022	05-05-32-105-022	10-10-09-400-017	10-10-10-400-003
04-10-03-416-001	04-10-03-419-005	05-05-31-210-027	05-05-32-105-023	10-10-09-400-020	10-10-10-400-005
04-10-03-416-005	04-10-03-419-006	05-05-31-211-001	05-05-32-105-024	10-10-09-400-022	10-10-10-400-006
04-10-03-416-007	04-10-03-419-007	05-05-31-211-008	05-05-32-106-005	10-10-09-400-026	10-10-10-400-007
04-10-03-416-010	04-10-03-419-008	05-05-31-306-015	05-05-32-107-002	10-10-09-400-029	10-10-11-105-023
04-10-03-416-011	04-10-03-419-009	05-05-31-309-003	05-05-32-107-004	10-10-09-400-031	10-10-11-105-035
04-10-03-416-012	04-10-03-420-001	05-05-31-309-004	05-05-32-107-005	10-10-10-100-001	10-10-11-200-003
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04-10-03-416-015	04-10-03-420-004	05-05-31-309-007	05-05-32-107-009	10-10-10-100-004	10-10-11-300-011

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04-10-03-416-018	04-10-03-420-007	05-05-31-310-018	05-05-32-107-015	10-10-10-100-008	10-10-11-400-008
04-10-03-416-019	04-10-03-420-008	05-05-31-310-019	05-05-32-107-016	10-10-10-100-015	10-10-11-400-021
04-10-03-416-022	04-10-03-420-009	05-05-31-310-028	05-05-32-107-019	10-10-10-100-016	10-10-11-400-029
10-10-11-400-031	10-10-11-417-002	10-10-12-415-003	11-11-07-103-033	11-11-07-307-014	10-10-11-410-010
10-10-11-400-033	10-10-11-417-003	10-10-12-415-004	11-11-07-103-046	11-11-07-307-016	10-10-11-412-003
10-10-11-400-044	10-10-11-417-004	10-10-12-415-005	11-11-07-105-001	11-11-07-307-018	10-10-11-412-006
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10-10-11-400-054	10-10-11-418-001	10-10-13-104-004	11-11-07-107-011	11-11-07-307-023	10-10-11-413-020
10-10-11-400-055	10-10-11-418-002	10-10-13-104-006	11-11-07-107-015	11-11-07-307-024	10-10-11-413-021
10-10-11-408-009	10-10-11-418-003	10-10-13-104-010	11-11-07-107-016	11-11-07-308-001	10-10-11-414-022
10-10-11-410-007	10-10-11-418-004	10-10-13-104-013	11-11-07-107-017	11-11-07-308-003	10-10-11-414-024
10-10-11-410-008	10-10-12-208-013	10-10-14-100-002	11-11-07-107-019	11-11-07-308-004	10-10-11-414-025
10-10-11-410-009	10-10-12-208-014	10-10-14-205-009	11-11-07-108-001	11-11-07-308-005	10-10-11-414-034
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10-10-11-414-036	10-10-14-206-029	11-11-07-301-001	11-11-07-400-031	10-10-12-208-023	11-11-07-108-002
10-10-11-414-037	10-10-14-206-030	11-11-07-301-002	11-11-07-400-033	10-10-12-209-002	11-11-07-108-005
10-10-11-414-038	10-10-14-206-031	11-11-07-301-003	11-11-07-400-034	10-10-12-209-003	11-11-07-108-009
10-10-11-414-039	10-10-14-208-019	11-11-07-301-004	11-11-07-400-035	10-10-12-210-003	11-11-07-108-010
10-10-11-414-040	10-10-15-200-005	11-11-07-301-008	11-11-07-400-037	10-10-12-210-004	11-11-07-108-011
10-10-11-414-041	10-10-15-200-007	11-11-07-301-023	11-11-07-400-041	10-10-12-216-009	11-11-07-108-014
10-10-11-414-042	11-11-05-101-015	11-11-07-301-024	11-11-07-400-042	10-10-12-216-016	11-11-07-108-015
10-10-11-416-001	11-11-05-101-016	11-11-07-305-013	11-11-07-400-043	10-10-14-205-010	11-11-07-111-001
10-10-11-416-002	11-11-06-200-001	11-11-07-307-001	11-11-07-400-045	10-10-14-205-013	11-11-07-111-004
10-10-11-416-003	11-11-07-101-007	11-11-07-307-008	11-11-07-400-006	10-10-14-206-016	11-11-07-111-006
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10-10-12-208-017	11-11-07-103-001	11-11-07-308-012	11-11-07-400-015	11-11-07-400-018	11-11-07-400-024
10-10-12-208-018	11-11-07-103-017	11-11-07-308-013	11-11-07-400-016	11-11-07-400-020	11-11-07-400-025
10-10-12-208-021	11-11-07-103-018	11-11-07-309-001	11-11-07-400-017	11-11-07-400-021	11-11-07-400-027
11-11-07-400-029					

## TAZEWELL COUNTY COMPONENT PINS

04-04-26-200-006	10-10-09-209-016	10-10-14-204-005	10-10-16-400-009	11-11-13-301-009	12-12-20-100-014
05-05-17-100-001	10-10-09-209-017	10-10-14-204-008	10-10-16-400-010	11-11-13-400-016	12-12-20-300-004
05-05-17-300-001	10-10-09-209-018	10-10-14-204-009	10-10-16-502-004	11-11-13-400-030	12-12-20-300-006
05-05-20-100-001	10-10-09-209-019	10-10-14-400-001	10-10-16-502-005	11-11-15-100-005	12-12-20-300-008
05-05-30-400-013	10-10-09-209-020	10-10-14-402-010	10-10-16-502-006	11-11-15-100-007	18-18-06-100-009
05-05-30-400-014	10-10-09-209-021	10-10-15-200-006	10-10-17-100-002	11-11-15-100-008	18-18-06-100-010
06-06-08-300-014	10-10-09-214-013	10-10-15-200-008	10-10-17-100-009	11-11-15-100-013	10-10-33-100-007 (partial)
06-06-08-300-015	10-10-09-214-016	10-10-15-300-001	10-10-17-100-018	11-11-15-100-015	
06-06-09-300-025	10-10-09-214-017	10-10-15-300-002	10-10-17-100-019	11-11-15-200-002	
06-06-09-300-026	10-10-09-214-020	10-10-15-300-005	10-10-17-100-020	11-11-15-200-009	
06-06-09-300-052	10-10-09-214-021	10-10-15-303-003	10-10-17-200-001	11-11-18-100-002	
06-06-09-400-002	10-10-09-214-022	10-10-15-303-004	10-10-17-200-002	11-11-18-100-003	
06-06-09-400-006	10-10-09-214-023	10-10-15-303-005	10-10-17-200-005	11-11-18-200-005	
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06-06-10-400-001	10-10-09-300-002	10-10-15-303-007	10-10-17-300-003	11-11-18-300-012	
06-06-10-400-002	10-10-09-400-001	10-10-15-303-008	10-10-17-300-008	12-12-05-300-005	
06-06-15-100-002	10-10-09-400-002	10-10-15-303-009	10-10-17-300-010	12-12-05-300-012	
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06-06-15-200-006	10-10-09-400-013	10-10-15-303-022	11-11-06-200-001	12-12-17-100-002	
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10-10-09-200-007	10-10-13-300-001	10-10-16-200-002	11-11-13-100-003	12-12-17-302-003	
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10-10-09-201-002	10-10-13-400-012	10-10-16-200-004	11-11-13-300-008	12-12-20-100-007	
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10-10-09-205-009	10-10-14-100-003	10-10-16-200-009	11-11-13-300-012	12-12-20-100-012	
10-10-09-205-010	10-10-14-100-004	10-10-16-200-010	11-11-13-300-013	12-12-20-100-013	



## MORTON COMPONENT PINS

00-00-00-000-000	06-06-09-300-010	06-06-16-100-034	06-06-16-305-027	06-06-17-102-002	06-06-17-300-011
05-05-23-200-003	06-06-09-300-013	06-06-16-100-035	06-06-16-309-016	06-06-17-200-002	06-06-17-300-014
05-05-24-100-002	06-06-09-300-017	06-06-16-100-036	06-06-16-309-017	06-06-17-200-006	06-06-17-300-015
05-05-24-200-004	06-06-09-300-019	06-06-16-100-037	06-06-16-309-018	06-06-17-200-011	06-06-17-300-017
05-05-24-300-003	06-06-09-300-023	06-06-16-100-038	06-06-16-309-019	06-06-17-200-014	06-06-17-300-020
05-05-24-300-004	06-06-09-300-024	06-06-16-100-039	06-06-16-324-001	06-06-17-200-015	06-06-17-300-025
05-05-24-300-005	06-06-09-300-027	06-06-16-100-040	06-06-16-416-002	06-06-17-200-016	06-06-17-300-026
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05-05-24-300-007	06-06-09-300-029	06-06-16-100-043	06-06-16-416-005	06-06-17-200-021	06-06-17-300-031
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05-05-24-300-010	06-06-09-300-031	06-06-16-100-045	06-06-17-100-012	06-06-17-200-024	06-06-17-300-034
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05-05-24-301-009	06-06-09-300-034	06-06-16-200-002	06-06-17-100-014	06-06-17-200-027	06-06-17-300-036
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05-05-24-400-003	06-06-09-300-038	06-06-16-200-017	06-06-17-100-020	06-06-17-200-030	06-06-17-300-038
05-05-24-400-007	06-06-09-300-043	06-06-16-201-001	06-06-17-100-023	06-06-17-201-001	06-06-17-300-040
05-05-24-400-015	06-06-09-300-044	06-06-16-201-002	06-06-17-100-024	06-06-17-201-004	06-06-17-300-041
05-05-24-400-017	06-06-09-300-045	06-06-16-201-003	06-06-17-100-028	06-06-17-201-006	06-06-17-300-042
05-05-24-500-002	06-06-09-300-046	06-06-16-201-004	06-06-17-100-029	06-06-17-201-008	06-06-17-300-043
06-06-08-300-016	06-06-09-300-049	06-06-16-201-005	06-06-17-100-031	06-06-17-201-013	06-06-17-300-044
06-06-08-406-002	06-06-09-300-051	06-06-16-201-006	06-06-17-100-035	06-06-17-201-015	06-06-17-300-046
06-06-08-406-003	06-06-09-300-053	06-06-16-201-007	06-06-17-100-036	06-06-17-201-020	06-06-17-300-047
06-06-08-406-013	06-06-09-400-009	06-06-16-201-008	06-06-17-100-037	06-06-17-201-021	06-06-17-301-001
06-06-08-406-017	06-06-09-400-010	06-06-16-201-009	06-06-17-100-038	06-06-17-202-003	06-06-17-301-003
06-06-08-406-018	06-06-09-400-012	06-06-16-201-010	06-06-17-100-042	06-06-17-202-004	06-06-17-301-004
06-06-08-406-019	06-06-09-400-013	06-06-16-300-001	06-06-17-100-043	06-06-17-202-005	06-06-17-302-001
06-06-08-406-022	06-06-09-400-014	06-06-16-300-002	06-06-17-100-048	06-06-17-202-006	06-06-17-303-001
06-06-08-406-023	06-06-16-100-000	06-06-16-300-009	06-06-17-100-050	06-06-17-202-007	06-06-17-303-002
06-06-08-406-029	06-06-16-100-005	06-06-16-301-001	06-06-17-101-013	06-06-17-202-009	06-06-17-303-003
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06-06-08-406-031	06-06-16-100-012	06-06-16-301-005	06-06-17-101-015	06-06-17-202-013	06-06-17-303-005
06-06-08-406-033	06-06-16-100-022	06-06-16-301-012	06-06-17-101-016	06-06-17-202-014	06-06-17-303-006
06-06-08-406-034	06-06-16-100-024	06-06-16-301-013	06-06-17-101-017	06-06-17-203-001	06-06-17-303-007
06-06-08-406-035	06-06-16-100-025	06-06-16-301-014	06-06-17-101-018	06-06-17-203-002	06-06-17-303-008
06-06-08-406-037	06-06-16-100-026	06-06-16-305-021	06-06-17-101-019	06-06-17-203-003	06-06-17-303-009
06-06-08-407-008	06-06-16-100-028	06-06-16-305-025	06-06-17-101-022	06-06-17-300-002	06-06-17-304-001
06-06-08-408-001	06-06-16-100-029	06-06-16-305-026	06-06-17-102-001	06-06-17-300-009	06-06-17-304-003
06-06-17-304-004	06-06-17-403-009	06-06-17-407-007	06-06-17-409-009	06-06-17-412-003	06-06-17-419-003
06-06-17-400-001	06-06-17-403-010	06-06-17-407-009	06-06-17-410-004	06-06-17-412-004	06-06-17-419-004
06-06-17-400-002	06-06-17-403-011	06-06-17-407-010	06-06-17-410-008	06-06-17-412-005	06-06-17-419-006

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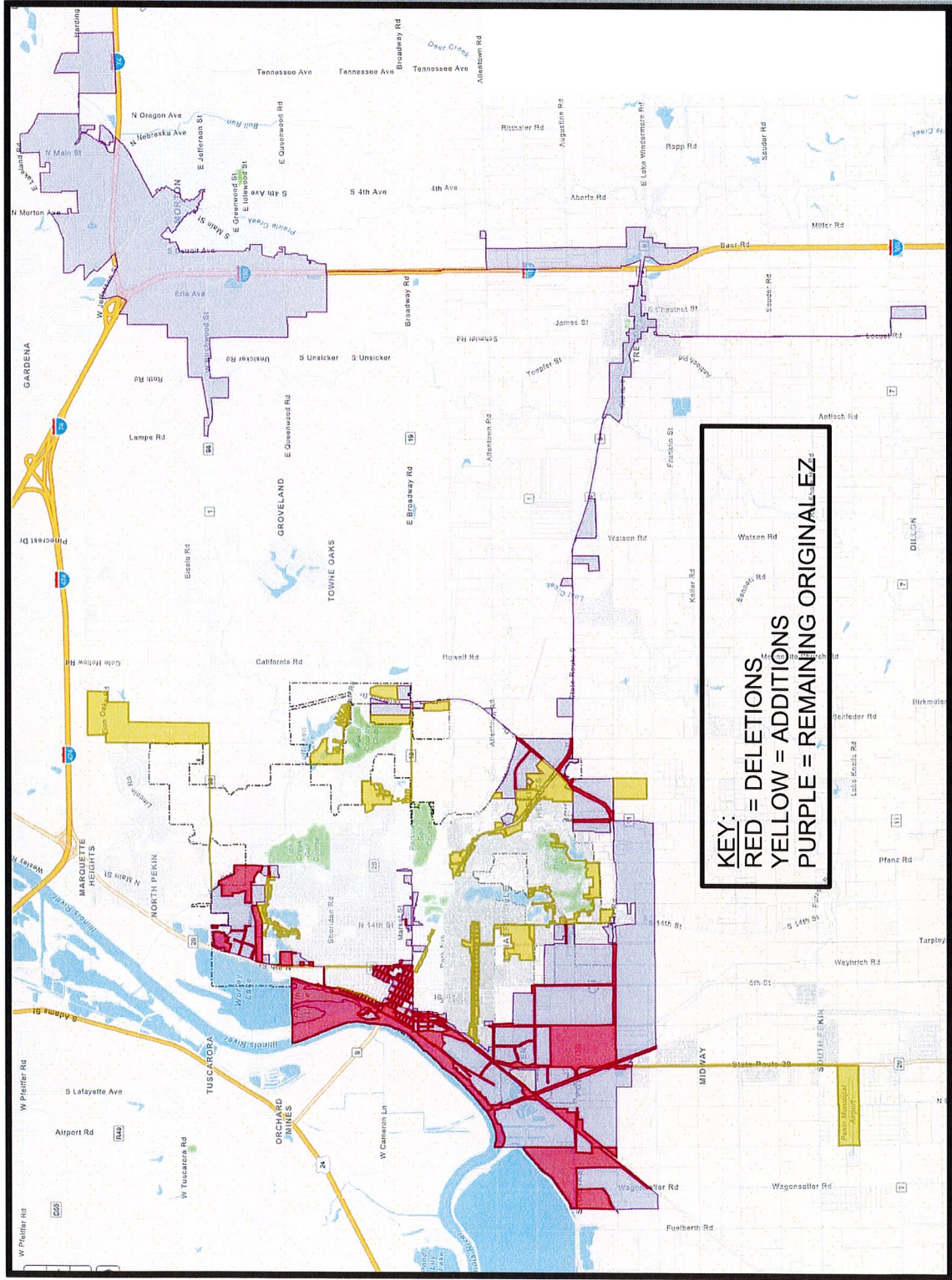
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12-12-18-331-014	12-12-18-325-005	12-12-18-327-007	12-12-18-316-001	12-12-18-328-019	12-12-20-101-028
12-12-20-101-022	12-12-18-325-006	12-12-18-327-008	12-12-18-322-001	11-11-13-301-006	11-11-13-301-010
12-12-20-101-013	12-12-18-328-012	12-12-18-327-009	12-12-18-322-002	11-11-13-301-011	11-11-13-400-032
12-12-18-332-013	11-11-13-415-009	12-12-18-327-010	12-12-18-322-007	11-11-13-412-008	12-12-20-101-032
12-12-19-102-005	12-12-18-329-004	11-11-13-415-007	12-12-18-322-008	12-12-18-318-005	12-12-20-101-034
12-12-19-103-006	12-12-18-325-017	12-12-18-324-003	12-12-18-323-001	12-12-18-327-013	12-12-20-101-036
12-12-19-103-004	12-12-18-324-005	12-12-18-325-003	11-11-13-409-002	12-12-18-327-015	12-12-20-101-038
12-12-19-103-005	12-12-18-325-015	12-12-18-325-010	11-11-13-413-061	12-12-18-327-017	12-12-20-101-039
12-12-19-103-003	12-12-18-325-014	12-12-18-407-040	12-12-18-404-002	11-11-13-400-001	
12-12-19-102-004	12-12-18-328-015	12-12-18-326-004	11-11-13-413-053	11-11-13-400-010	

**EXHIBIT 3**  
**SOUTHERN TAZEWELL ENTERPRISE ZONE**  
**LEGAL DESCRIPTION**

(Forthcoming)

# EXHIBIT 4 SOUTHERN TAZEWELL COUNTY ENTERPRISE ZONE MAP







**AGENDA**  
**PLAN COMMISSION OF THE VILLAGE OF MORTON, ILLINOIS**  
**7:00 P.M.**  
**MONDAY, MARCH 28, 2022**  
**FREEDOM HALL, 349 W. BIRCHWOOD ST., MORTON, ILLINOIS**

**I. Call to Order / Roll Call**

**II. Approval of Minutes** **Regular Meeting – February 28, 2022**

**III. Public Hearing(s):**

**Petition No. 22-04 SP:** Subject property is located at 1075 W. Jackson St. (P.I.N 06-06-17-100-048). A petition has been filed by U-Haul. U-Haul is requesting a special use at this property to permit the outdoor storage and display of U-Haul rental trucks and trailers only. The rental trucks and trailers will be located in the indicated area on the submitted site plan labeled “Proposed U-Haul Equipment Shunting.”

**Petition No. 22-05 SP:** Subject property is identified by the following P.I. N’s 06-06-18-400-024, 06-06-18-400-025, 06-06-18-400-013. A petition has been filed by Precision Planting, LLC. Precision Planting LLC is requesting a special use at these properties to permit a building height to not exceed forty-seven (47’) feet in height.

**IV. Other Business:**

**PRELIMINARY / FINAL PLAT OF PRECISION PLANTING SUBDIVISION**

**V. Brad Marks: Nothing**

**VI. Adjourn**



**MORTON PLAN COMMISSION**  
**MINUTES-MARCH 28, 2022**

The Plan Commission met on Monday, March 28, 2022, at 7:00 P.M., Chairman Keach presiding. Present: Ritterbusch, Keach, Zobrist, Aupperle, and Yordy. Absent: Geil, Knepp, Smock, and DeWeese. Also, in attendance: Zoning Officer Brad Marks, Trustee Craig Hilliard, and Attorney Pat McGrath.

Yordy made a motion to approve the minutes from the February 28, 2022, meeting. Zobrist seconded the motion to approve. The February 28, 2022, minutes were unanimously approved by a voice vote.

**Public Hearing(s):**

**Petition No. 22-04 SP:** Subject property is located at 1075 W. Jackson St. (P.I.N 06-06-17-100-048). A petition has been filed by U-Haul. U-Haul is requesting a special use at this property to permit the outdoor storage and display of U-Haul rental trucks and trailers only. The rental trucks and trailers will be located in the indicated area on the submitted site plan labeled "Proposed U-Haul Equipment Shunting." Aaron Freeman the Vice President of U-Haul spoke as the petitioner. Mr. Freeman gave an overview of how the property will be utilized. There was discussion about the shunting area as the only part of the current parking lot as being allowed to store trailers and trucks. Tom Stanesa spoke from the public in support of the project. A motion to approve the requested special use as it is stated was made by Zobrist. A second motion to approve was made by Yordy. This was followed by a vote to approve.

Yes-Keach, Aupperle, Zobrist, Yordy.  
No-Ritterbusch

**APPROVED**

**Petition No. 22-05 SP:** Subject property is identified by the following P.I. N's 06-06-18-400-024, 06-06-18-400-025, 06-06-18-400-013. A petition has been filed by Precision Planting, LLC. Precision Planting LLC is requesting a special use at these properties to permit a building height to not exceed forty-seven (47') feet in height. Steve Kerr from Mohr and Kerr Engineering and Kyle Schott from Ryan Companies spoke on behalf of the petitioner. Mr. Kerr and Mr. Schott stated that the interior racking height is the reason that the building will need to be forty-seven (47") feet in height. After discussion from the board, a motion to approve was made by Ritterbusch. A second motion to approve was made by Zobrist. This was followed by a vote to approve.

Yes-Ritterbusch, Aupperle, Zobrist, Yordy, Keach.  
No-None

**APPROVED**

**Other Business:**

**PRELIMINARY / FINAL PLAT OF PRECISION PLANTING SUBDIVISION. ZEO**

Marks presented the Plats and stated that they have been reviewed by staff internally and appear to meet all required information. After little discussion, a motion to approve was made by Yordy. A second motion to approve was made by Zobrist. This was followed by a vote to approve.

Yes-Keach, Ritterbusch, Zobrist, Yordy, Aupperle.

No-None

**APPROVED**

**Brad Marks:** Nothing

With no further business, Zobrist made a motion to adjourn. A second motion to adjourn was made by Yordy. With a voice roll call, there was a unanimous approval to adjourn.

Page 1	Page 3
<p>1 PLAN COMMISSION OF THE VILLAGE OF MORTON, ILLINOIS</p> <p>2 DATE: March 28, 2022</p> <p>3 TIME: 7:15 p.m.</p> <p>4 PLACE: Freedom Hall 349 West Birchwood Morton, Illinois 61550</p> <p>5</p> <p>6 COMMISSION MEMBERS PRESENT:</p> <p>7 Mr. Gerald Ritterbusch Mr. Jeff Keach 8 Mr. Bill Aupperle (via Zoom) Mr. Michael Yordy 9 Mr. Phil Zobrist Mr. Pat McGrath 10 Mr. Brad Marks Mr. Craig Hilliard</p> <p>11</p> <p>12 MR. KEACH: Good evening, ladies and 13 gentlemen. We are going to hold our Planning 14 Commission of the Village of Morton, Illinois, 15 meeting. It's 7 p.m., Monday, March 28th. Let's have 16 a roll call.</p> <p>17 MR. MARKS: Cell.</p> <p>18 (No response.)</p> <p>19 MR. MARKS: Knepp.</p> <p>20 (No response.)</p> <p>21 MR. MARKS: Smock.</p> <p>22 (No response.)</p> <p>23 MR. MARKS: Ritterbusch.</p>	<p>1 hearings. Before we start our public hearings, we 2 traditionally have our attorney, Mr. McGrath, give us 3 a little explanation of public hearings.</p> <p>4 MR. McGRATH: Thank you. Two public 5 hearings are being held tonight pursuant to published 6 notice. Any person wishing to address the Planning 7 Commission on either of the items set for public 8 hearing will have the opportunity to do so and will 9 give their testimony under oath or affirmation. A 10 representative of the petitioner traditionally 11 proceeds first; thereafter, members of the public will 12 be permitted and welcomed to provide comments, or if 13 you live within 250 feet of the subject property to 14 ask questions of other testifying witnesses.</p> <p>15 At the conclusion of the hearing, the 16 Planning Commission will make its recommendation. The 17 Planning Commission makes recommendations only. The 18 Village Board is responsible for taking final action 19 on these matters.</p> <p>20 MR. KEACH: Thank you. So first item on the 21 agenda for public hearing is Petition No. 22-04 SP: 22 Subject property is located at 1075 West Jackson 23 Street. A petition has been filed by U-Haul. U-Haul</p>
Page 2	Page 4
<p>1 MR. RITTERBUSCH: Here.</p> <p>2 MR. MARKS: Keach.</p> <p>3 MR. KEACH: Here.</p> <p>4 MR. MARKS: Zobrist.</p> <p>5 MR. ZOBRIST: Here.</p> <p>6 MR. MARKS: Aupperle.</p> <p>7 MR. AUPPERLE: Here.</p> <p>8 MR. MARKS: Yordy.</p> <p>9 MR. YORDY: Here.</p> <p>10 MR. MARKS: DeWeese.</p> <p>11 (No response.)</p> <p>12 MR. MARKS: Okay. We have a quorum.</p> <p>13 MR. KEACH: Okay. We have a quorum.</p> <p>14 Approval of the minutes. Do we have any comments, 15 questions, motions on the minutes from last meeting?</p> <p>16 MR. YORDY: Motion to approve.</p> <p>17 MR. KEACH: We have a motion.</p> <p>18 MR. ZOBRIST: Second.</p> <p>19 MR. KEACH: And a second.</p> <p>20 MR. MARKS: All in favor say aye.</p> <p>21 ALL IN UNISON: Aye.</p> <p>22 MR. MARKS: Oppose the same. Approved.</p> <p>23 MR. KEACH: So tonight we have two public</p>	<p>1 is requesting a special use at this property to permit 2 the outdoor storage and display of U-Haul rental 3 trucks and trailers only. The rental trucks and 4 trailers will be located in the indicated area in the 5 submitted site plan labeled "Proposed U-Haul Equipment 6 Shunting."</p> <p>7 Is there anybody from U-Haul who would like 8 it speak to this petition tonight? Come forward and 9 be sworn in and then take the microphone over there.</p> <p>10 (Witness sworn.)</p> <p>11 MR. KEACH: And so give your name and 12 address.</p> <p>13 MR. FREEMAN: Okay.</p> <p>14 MR. KEACH: And presentation.</p> <p>15 MR. FREEMAN: My name is Aaron Freeman. I'm 16 the vice president of U-Haul at 1032 Stevenson Drive 17 in Springfield, Illinois. Prepared in the application 18 package for the opportunity to receive the planning 19 and zoning participation and counseling in regards to 20 the conditional use permit for the truck and trailer 21 sharing.</p> <p>22 The property of the former Kmart building is 23 currently vacant and heavily underutilized. We</p>

<p style="text-align: right;">Page 5</p> <p>1 advocate an adaptive reuse of the existing building,  2 revitalizing its current structure to better fit the  3 character of the city. U-Haul has a long and proud  4 history of taking unused commercial properties and  5 turning them into productive businesses, which  6 generate tax revenue, provide jobs, and help to  7 promote infill development to meet citizens' needs.  8 Our intent is to retrofit the building to  9 accommodate for climate-controlled storage, retail  10 showroom, and offer truck and trailer share for  11 customers on site. This helps Morton residents  12 improve the life of residential mobility via truck  13 sharing and self-storage.  14 Our business provides an excellent buffer  15 between residential and commercial zones as it is  16 subtle and quiet and generates very little traffic.  17 In addition, our state-of-the-art security monitoring  18 system, our individually alarmed rooms, structured  19 access, live cameras will undoubtedly deter any  20 offensive behavior in the property and the community.  21 U-Haul has a successful history of working  22 together with the nearby cities, like Peoria, where we  23 received the Making Beautiful Peoria award. We look</p>	<p style="text-align: right;">Page 7</p> <p>1 really, about 89 percent of our moves are generated  2 from the hometown, and it's about within a three- to  3 five-mile radius, and they're all in-town moves where  4 somebody needs to pick up something and come back.  5 I'm not sure what the population is here, but I think  6 it's significantly less than the Peoria Metro area,  7 maybe closer to 25 to 30,000, so the amount of units  8 wouldn't be nearly as much as a site like that.  9 MR. RITTERBUSCH: So all of the rental  10 equipment would be in that area that's designated as  11 the shunting area then, and the area to the east,  12 which has four lines for parking, that's going to be  13 no truck parking on that?  14 MR. FREEMAN: That's correct. We would have  15 a receiving area where the -- where we would designate  16 the equipment to come in, and we also like to break  17 the building so the consumer, as they drive by, can  18 see the building itself.  19 MR. KEACH: What is the parking for, all of  20 the parking that's shown on the site plan?  21 MR. FREEMAN: Well, I mean, at this time we  22 really don't have an immediate plan for all of the  23 parking that's in the site plan currently.</p>
<p style="text-align: right;">Page 6</p> <p>1 toward to having the opportunity to work closely with  2 this community and making this particular facility  3 beautiful as well. I'm open for any questions or  4 concerns.  5 MR. KEACH: Are there any questions from the  6 board?  7 MR. RITTERBUSCH: Yes, I have several  8 questions.  9 MR. KEACH: Okay.  10 MR. RITTERBUSCH: I guess one of the first  11 questions is your shunting area. To me, it looks  12 fairly small for the wide array of equipment for a  13 normal U-Haul rental facility. I mean, you got some  14 pretty big box trucks, and a super mover is a pretty  15 good, long truck. And I guess in that area I don't  16 see much room for parking those trailers and whatnot.  17 So would this be a limited series of rental equipment  18 there, or would this be the typical full line that we  19 would find at, say, a rental place like the one on  20 University in Peoria?  21 MR. FREEMAN: That's a good question. So  22 the one on University captures a population of about  23 140 to 150,000 people, and the location here --</p>	<p style="text-align: right;">Page 8</p> <p>1 MR. KEACH: And does your submission also  2 include this -- there's a little bit of landscaping  3 and some items that have been put in the paving.  4 Right now it's just a sea of paving pretty much, but  5 you're showing some islands there and it looks like  6 additional landscaping. Is that a part of your plan?  7 MR. FREEMAN: Yeah. Yes.  8 MR. ZOBRIK: Will there be any changes to  9 the site lighting that is out there now?  10 MR. FREEMAN: I think we'll adhere to any  11 photometric plan that the City requires. We'd have to  12 take a look at it again and see what exactly we're  13 going to do with the lighting itself. If they're not  14 LED, we usually upgrade them to LED lights.  15 MR. ZOBRIK: You wouldn't be reducing  16 lighting that was maybe typically there for parking  17 when Kmart operated there?  18 MR. FREEMAN: No. No, absolutely not. We  19 like lighting. It's cheap security. We don't like  20 our places looking vacant and desolate.  21 MR. KEACH: Are you going to use the entire  22 Kmart building for storage?  23 MR. FREEMAN: Yes.</p>

<p style="text-align: right;">Page 9</p> <p>1 MR. KEACH: You're going to build individual 2 storage units inside of Kmart? 3 MR. FREEMAN: Yeah. 4 MR. KEACH: Air conditioned and heated? 5 MR. FREEMAN: They'll all be air conditioned 6 and heated, just like your home. So it'll help the 7 residents here in the Morton area kind of free up the 8 clutter in their garage, yard, or even their home. 9 MR. KEACH: So is there any special use 10 required for that? 11 MR. MARKS: On the inside, no. Indoor 12 storage is a permitted use in B-3. 13 MR. RITTERBUSCH: I guess I have a question 14 for our attorney. So this special use, as far as 15 equipment, can only be parked in that shunting area. 16 If they wanted to park something in the other parking 17 area, they would have to come back for another special 18 use. Right? 19 MR. McGRATH: It is -- so long as the 20 restriction -- yeah, the -- I would suggest that it 21 would be appropriate, as a part of your 22 recommendation, to indicate that your recommendation 23 is for the physical area displayed on the site plan</p>	<p style="text-align: right;">Page 11</p> <p>1 MR. KEACH: You're going to need to stand 2 up, be sworn in, and go to the microphone. 3 (Witness sworn.) 4 MR. KEACH: You need to go to the 5 microphone, sir. I'm sorry. 6 MR. STANESA: I'd like to know what -- I 7 guess the first question, what is the zoning in that 8 area? 9 MR. MARKS: It's B-3. 10 MR. STANESA: The classification. 11 MR. MARKS: It's B-3. 12 MR. STANESA: And special use permit then 13 fits within the B-3, and it doesn't lower the zoning. 14 There's no change then to the entire plot? 15 MR. MARKS: No. No. The zoning is B-3; it 16 will remain B-3. 17 MR. STANESA: And I'm just wondering if -- 18 the whole development is beautiful. Is that a 19 corporate -- totally corporate investment and site, or 20 is there private involvement in the entire project? 21 MR. MARKS: I'm not sure if I understand the 22 question. 23 MR. STANESA: Well, U-Haul is a national</p>
<p style="text-align: right;">Page 10</p> <p>1 they've produced. In that instance, then, yes, if 2 they needed to expand or desire to expand in the 3 future, they'd have to come back for any special use. 4 If you were to grant special use without restrictions 5 or conditions of any kind, then the physical area 6 limitations that you suggested wouldn't apply. In 7 other words, make it a condition. 8 MR. KEACH: Any other questions for the 9 petitioner? 10 MR. MARKS: If I may. So the way it reads 11 here, it does indicate that shunting area. So please 12 correct me if I'm wrong, if they make the motion to 13 approve and we approve it as it is stated in here, 14 that way it indicates the area that they would park 15 that. Correct? 16 MR. RITTERBUSCH: Okay. 17 MR. McGRATH: Yes. 18 MR. KEACH: Thank you very much. 19 MR. FREEMAN: You're welcome. 20 MR. KEACH: Is there anybody from the public 21 who would like to make a comment about this agenda 22 item? 23 MR. STANESA: Is this a private development?</p>	<p style="text-align: right;">Page 12</p> <p>1 corporation, and is it a national company organization 2 that's here coming, or is it involved with private 3 investors? I don't know that it matters much. I'm 4 just curious. 5 MR. McGRATH: And that would be a question 6 that this board couldn't answer. 7 MR. STANESA: It doesn't matter, yeah. 8 MR. McGRATH: Directed U-Haul matters 9 germane or directly relevant to the special use 10 request can be asked by cross-examination; that matter 11 not being germane to the request, it wouldn't be the 12 board's prerogative to be able to compel U-Haul to 13 answer that. So if they choose to share that with you 14 in the parking lot as you leave, great, but, 15 otherwise, we can't compel them to -- 16 MR. STANESA: Oh, sure. Sure. It's a 17 beautiful site for sure. And there's no question 18 about the tremendous improvement for all of us after 19 all of this time. So good for you guys. It's going 20 to be exciting to have you. Thank you. 21 MR. KEACH: Sir, could you state your name. 22 MR. STANESA: Thomas Stanesa. I live here 23 in Morton.</p>

<p style="text-align: right;">Page 13</p> <p>1 MR. KEACH: Okay. Thank you.  2 MR. STANESA: That's it. Thank you.  3 MR. KEACH: Any further discussion amongst  4 the board? If not, I would entertain a motion.  5 MR. ZOBRIST: I make a motion to approve the  6 request as shown on their site plan and other  7 documents submitted to us.  8 MR. YORDY: Second.  9 MR. KEACH: And a second.  10 MR. MARKS: Keach.  11 MR. KEACH: Yes.  12 MR. MARKS: Aupperle.  13 MR. KEACH: Aupperle, are you yes or no?  14 MR. AUPPERLE: Yes.  15 MR. MARKS: Ritterbusch.  16 MR. RITTERBUSCH: No.  17 MR. MARKS: Zobrist.  18 MR. ZOBRIST: Yes.  19 MR. MARKS: Yordy.  20 MR. YORDY: Yes.  21 MR. MARKS: I have four. Approved.  22 MR. KEACH: Okay. Next item on the agenda  23 is Petition No. 22-05 SP: Subject property is</p>	<p style="text-align: right;">Page 15</p> <p>1 corridor. Even though a small portion of the property  2 touches the interstate, the actual -- if you go to the  3 next page, Brad, that's the site plan there and the  4 interstate is in the south -- or is in the lower  5 left-hand corner of the picture. And the building  6 that we're proposing to put up currently is almost 800  7 feet away from the interstate and the -- if we ever do  8 the future building, that will be almost 300 feet away  9 from the interstate.  10 So we have quite a bit of separation from  11 the actual interstate if the worry is how tall the  12 building is. The reason we need the height is because  13 of the racking system, and I'll let Kyle discuss what  14 the racking system it.  15 MR. SCHOTT: Thanks, Steve. As Steve  16 mentioned, Kyle Schott with Ryan Companies. I'm our  17 director of real estate development. It's 700 Oakmont  18 Lane in Westmont, Illinois. As Steve mentioned, we're  19 requesting a 47-foot building height. That is --  20 there's a couple of different reasons for that.  21 First is just operationally; the racking  22 system that we have for this building and operation  23 requires that height. Secondly, now, you know, with</p>
<p style="text-align: right;">Page 14</p> <p>1 identified by the following pin -- I'll skip that for  2 the moment. The petition has been filed by Precision  3 Planting, LLC. Precision Planting, LLC, is requesting  4 a special use at these properties to build a building  5 height to not exceed 47 feet in height. Is there  6 anybody from Precision Planting who would like to  7 present to the board?  8 MR. SCHOTT: There's two of us.  9 MR. KEACH: Okay. Come up and be sworn in.  10 (Witnesses sworn.)  11 MR. KEACH: Please state your names and  12 addresses.  13 MR. KERR: Steve Kerr, 5703 North Woodlawn  14 Court in Peoria, Illinois, and I'm here to represent  15 Precision Planting, and this is Kyle Schott from Ryan  16 Companies, who's also here to represent Precision  17 Planting.  18 The site that we're asking for the special  19 use on the variance on is in the interstate corridor.  20 It's zoned I-2, which would typically allow a 70-foot  21 building height. Since it's in the interstate  22 corridor, the restriction is 35 feet. And we're in  23 the interstate corridor, the entire property is in the</p>	<p style="text-align: right;">Page 16</p> <p>1 our -- for our client, we're building a Class A  2 building and asset, and typically in the market we're  3 now seeing 36-foot to 40-foot clear, and that's  4 typical across the market for Class A product. And  5 we're showing a 36-foot clear, and combine that with  6 the rest of our structural requirements gets you to  7 that 47 feet.  8 And then we'd entertain any additional  9 questions as it relates to this variance and special  10 use request.  11 MR. YORDY: Your future expansion, I would  12 assume that would mirror or be very close to what's  13 being proposed right now, the 47.  14 MR. SCHOTT: Yes. Yep. The exact intention  15 is to be just a second phase of the building that  16 we're proposing right now.  17 MR. KEACH: So would that whole property be  18 under the special use, Brad, or would they have to go  19 back for another special use if they added the  20 additional building?  21 MR. MARKS: That would be covered. Is that  22 correct, Pat?  23 MR. McGRATH: The entire property would be</p>



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1 covered.

2 MR. YORDY: So this would cover the proposed

3 as well as the future?

4 MR. MARKS: Yes.

5 MR. YORDY: Okay.

6 MR. KEACH: What's the building made of?

7 MR. SCHOTT: Precast concrete.

8 MR. YORDY: How many square foot -- looking

9 at the plans, how many square foot is the proposed?

10 MR. SCHOTT: So the proposed is 510,000

11 square feet, and I think we're showing the expandible

12 up to almost 900,000.

13 MR. YORDY: It's a big building.

14 THE WITNESS: Yep.

15 MR. YORDY: I'm a farmer. I'm doing the

16 math in acres.

17 MR. SCHOTT: So what you're looking at up

18 there is about 61 acres, and there's another parcel

19 south of the proposed new road.

20 MR. KEACH: Any other questions for the

21 petitioner? Thank you very much.

22 MR. SCHOTT: Thank you.

23 MR. KEACH: Any comments from the audience?

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1 Seeing none, how about discussion amongst the board?

2 Brad, can you give us any history on why the

3 interstate corridor has this requirement of only being

4 35 feet tall?

5 MR. MARKS: I can only give an educated

6 guess, and I would say it's just because of the

7 aesthetics from the interstate.

8 MR. KEACH: Aesthetics. Okay.

9 MR. MARKS: That would be my best guess.

10 MR. KEACH: So there's no law by the state

11 of Illinois for buildings being a certain height?

12 MR. MARKS: I'm not aware of anything. Pat,

13 are you aware of any?

14 MR. McGRATH: No.

15 MR. KEACH: Okay.

16 MR. YORDY: It's exciting to see for Morton,

17 very exciting.

18 MR. KEACH: I think it's in a spot where, to

19 me, the height difference would -- is probably

20 unnoticeable.

21 MR. YORDY: I think it flows very well.

22 MR. KEACH: Any other questions or comments

23 with one another? If not, I would entertain a motion.

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1 MR. RITTERBUSCH: I'll make a motion that we

2 approve this special use request.

3 MR. ZOBRIST: Second.

4 MR. KEACH: No further discussion. Let's

5 call the roll.

6 MR. MARKS: Ritterbusch.

7 MR. RITTERBUSCH: Yes.

8 MR. MARKS: Aupperle.

9 MR. AUPPERLE: Yes.

10 MR. MARKS: Zobrist.

11 MR. ZOBRIST: Yes.

12 MR. MARKS: Yordy.

13 MR. YORDY: Yes.

14 MR. MARKS: Keach.

15 MR. KEACH: Yes.

16 MR. MARKS: Approved.

17 MR. KEACH: Okay. That closes our public

18 hearing. We have one more item on the agenda, and

19 that's a preliminary and final plat of the Precision

20 Planting subdivision. Do we need any discussion on

21 that?

22 MR. MARKS: I can just give -- the

23 preliminary and final plat have gone through our

Page 20

1 office, and we do believe it meets the criteria that

2 shows setbacks, easements, the roads, everything that

3 we feel is necessary.

4 MR. KEACH: Okay. Very good. Do we have a

5 motion?

6 MR. YORDY: So moved.

7 MR. KEACH: We have one motion.

8 MR. ZOBRIST: Second.

9 MR. KEACH: And a second. With no further

10 discussion, call the roll.

11 MR. MARKS: We approve both these at the

12 same time?

13 MR. KEACH: Yes.

14 MR. MARKS: Ritterbusch.

15 MR. RITTERBUSCH: Yes.

16 MR. MARKS: Zobrist.

17 MR. ZOBRIST: Yes.

18 MR. MARKS: Yordy.

19 MR. YORDY: Yes.

20 MR. MARKS: Keach.

21 MR. KEACH: Yes.

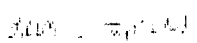
22 MR. MARKS: Aupperle.

23 MR. AUPPERLE: Yes.

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1 MR. MARKS: Approved.  
2 MR. KEACH: Okay. Brad, you've got nothing  
3 on the agenda.  
4 MR. MARKS: I do not have anything on that.  
5 MR. KEACH: You even wrote it down there.  
6 MR. MARKS: I'm good. Thank you.  
7 MR. KEACH: We'll have a motion to adjourn  
8 then.  
9 MR. ZOBRIST: I'll make a motion to adjourn.  
10 MR. YORDY: Second.  
11 MR. KEACH: All in favor.  
12 ALL IN UNISON: Aye.  
13 (Meeting adjourned at 7:36 p.m.)  
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23

Page 22

1 CERTIFIED SHORTHAND REPORTER'S CERTIFICATE.  
2  
3 I, Leigh C. Stephens, CSR, RPR, a Certified  
4 Shorthand Reporter in and for the State of Illinois,  
5 and the Certified Shorthand Reporter who reported the  
6 proceedings had on said day in this cause, do hereby  
7 certify that the foregoing transcript of proceedings  
8 is a true and complete transcript of proceedings had  
9 on said day in this cause.  
10 IN TESTIMONY WHEREOF, I have hereunto set my  
11 hand this 31st day of March, A.D. 2022.  
12  
13  
14   
15 CSR, RPR,  
16 (License #084-004885)  
17  
18  
19  
20  
21  
22  
23

PETITION FOR ZONING AMENDMENT / SPECIAL USE PERMIT

Petition Number: 22-05 SP Date: 03/01/2022

1. Legal Description: See Attached

Street Address: North End of Erie Ave.

2. Area of subject property: sq. ft. or 85.15+/- Ac.

3. Present land use: Agricultural

Proposed land use or special use: Warehousing/Assembly. Interstate corridor only allows 35' height.

We are requesting height to 47' to top of sign per the elevations.

Requested zoning change: from NA District to District

4. Surrounding zoning districts: North I-2 East I-2 South I-2 West I-2

5. Subject property is owned by: Name: See Attached

Address:

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

6. A list of names and addresses of all property owners in the petition area (within 250 feet of the area affected by this petition) will be provided by the Village of Morton and attached hereto.

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

8. Additional exhibits submitted by the petitioner:

Site Plan and Building Elevations.

Note: If rooftop units extend above parapet they will be screened from public right of way.

9. Petitioners' Signature:

Name: Precision Planting, LLC \_\_\_\_\_

Address: 23207 Townline Rd., Tremont, IL 61568 \_\_\_\_\_

Phone No.: 309-929-4329 \_\_\_\_\_

Email Address: mmorgan@precisionplanting.com \_\_\_\_\_

Signature: Michael Morgan, Vice President \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

Signature: \_\_\_\_\_

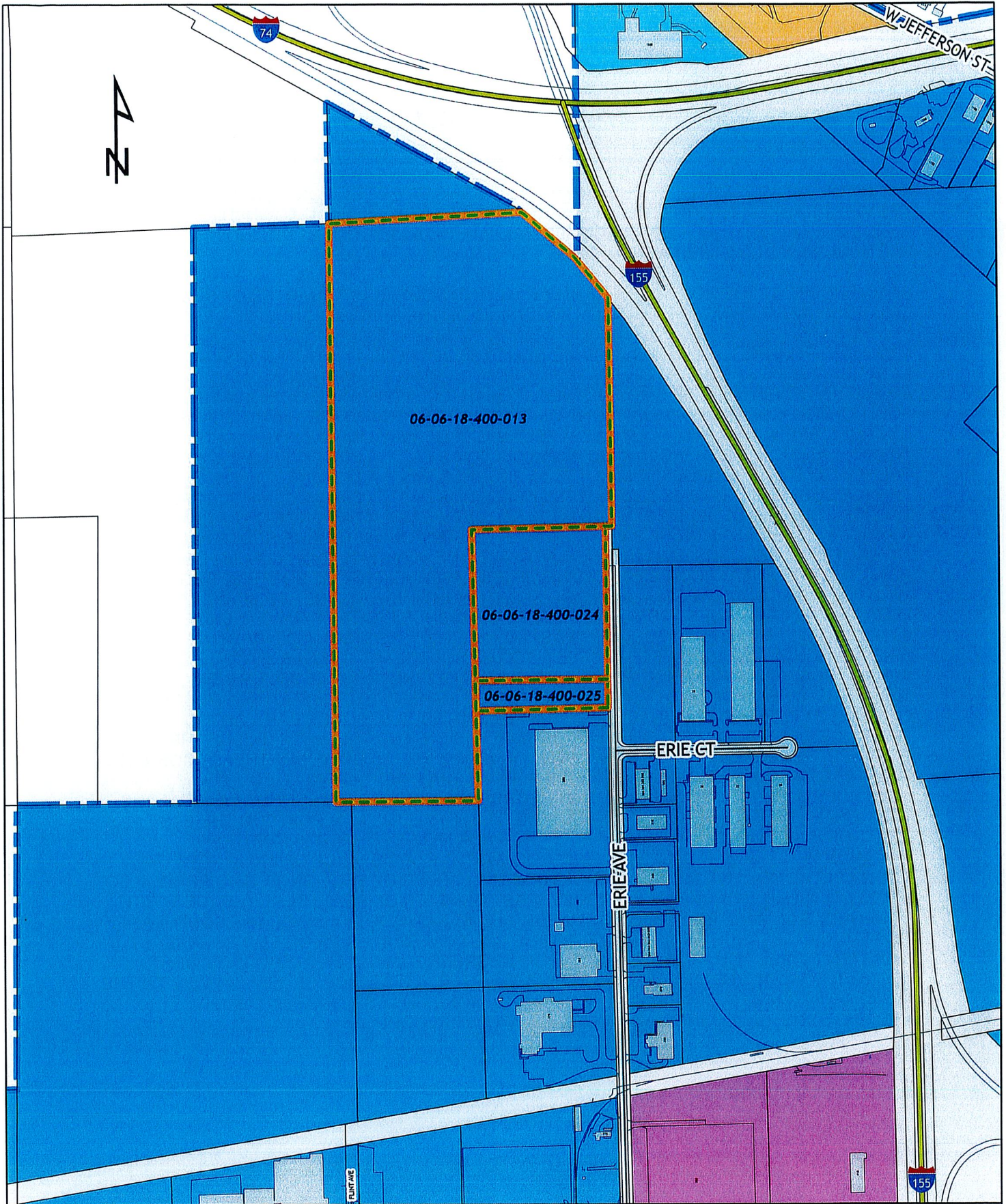
LEGAL DESCRIPTION

Tax ID # 06-06-18-400-024, 06-06-18-400-025, 06-06-19-200-021, & 06-06-18-400-013

A PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 18, AND A PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 19, ALL IN TOWNSHIP-25-NORTH, RANGE-3-WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:









COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 18, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE SUBDIVISION TO BE DESCRIBED:

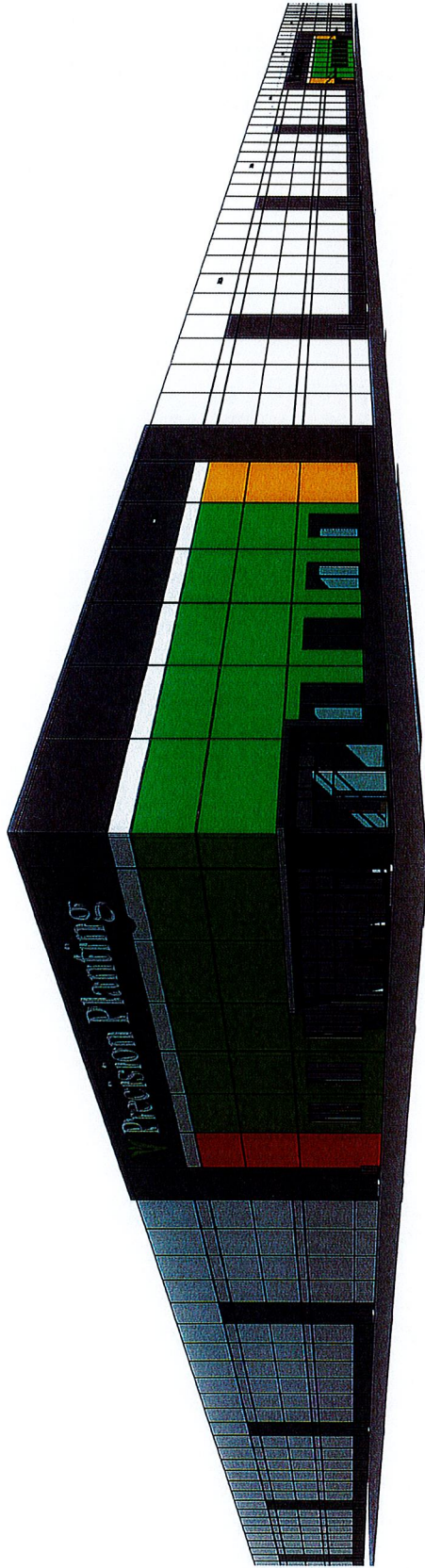
FROM THE POINT OF BEGINNING; THENCE NORTH 86 DEGREES 44 MINUTES 12 SECONDS EAST, (BEARINGS ARE BASED ON STATE PLANE COORDINATES, WEST ZONE, NAD 1983), ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 843.24 FEET, TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 155; (THE FOLLOWING 4 COURSES ARE ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 155) THENCE SOUTH 57 DEGREES 20 MINUTES 53 SECONDS EAST, A DISTANCE OF 216.83 FEET; THENCE SOUTH 49 DEGREES 07 MINUTES 55 SECONDS EAST, A DISTANCE OF 285.80 FEET; THENCE SOUTH 41 DEGREES 22 MINUTES 37 SECONDS EAST, A DISTANCE OF 32.61 FEET; THENCE SOUTH 39 DEGREES 00 MINUTES 38 SECONDS EAST, A DISTANCE OF 81.73 FEET, TO A POINT ON THE EAST LINE OF SAID WEST HALF OF SECTION 18; THENCE SOUTH 00 DEGREES 37 MINUTES 21 SECONDS EAST, ALONG SAID EAST LINE, A DISTANCE OF 1239.38 FEET, TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF ERIE AVENUE; THENCE SOUTH 89 DEGREES 22 MINUTES 39 SECONDS WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 30.00 FEET, TO THE NORTHWEST CORNER OF SAID ERIE AVENUE RIGHT-OF-WAY; THENCE SOUTH 00 DEGREES 37 MINUTES 21 SECONDS EAST, ALONG THE WEST RIGHT-OF-WAY LINE OF SAID ERIE AVENUE, A DISTANCE OF 657.52 FEET, TO THE SOUTHEAST CORNER OF LOT 2 OF ERIE AVENUE SUBDIVISION; THENCE SOUTH 88 DEGREES 40 MINUTES 57 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 617.81 FEET, TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE SOUTH 01 DEGREES 13 MINUTES 32 SECONDS EAST, ALONG THE WEST LINE OF LOT 1 OF SAID ERIE AVENUE SUBDIVISION, AND THE WEST LINE OF THE SOUTHERLY ADJACENT TRACT, A DISTANCE OF 1274.50 FEET, TO THE NORTHEAST CORNER OF A TRACT RECORDED IN PLAT BOOK "BBB", PAGE 81 AT THE TAZEWELL COUNTY RECORDER'S OFFICE; THENCE SOUTH 88 DEGREES 42 MINUTES 43 SECONDS WEST, ALONG THE NORTH LINE OF SAID TRACT, A DISTANCE OF 614.15 FEET, TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF FLINT AVENUE; THENCE NORTH 01 DEGREES 12 MINUTES 21 SECONDS WEST, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 870.37 FEET, TO A POINT ON THE NORTH LINE OF SAID NORTHEAST QUARTER OF SECTION 19, SAID POINT ALSO BEING ON THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 18; THENCE SOUTH 87 DEGREES 05 MINUTES 54 SECONDS WEST, ALONG SAID SOUTH LINE OF THE SOUTHEAST QUARTER, A DISTANCE OF 60.03 FEET, TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 18; THENCE NORTH 00 DEGREES 27 MINUTES 39 SECONDS WEST, ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 2676.24 FEET, TO THE POINT OF BEGINNING, CONTAINING 85.15 ACRES, MORE OR LESS, SUBJECT TO ANY RESTRICTIONS, EASEMENTS, AND RIGHT-OF-WAY OF RECORD.



## Zoning Districts Morton, Illinois

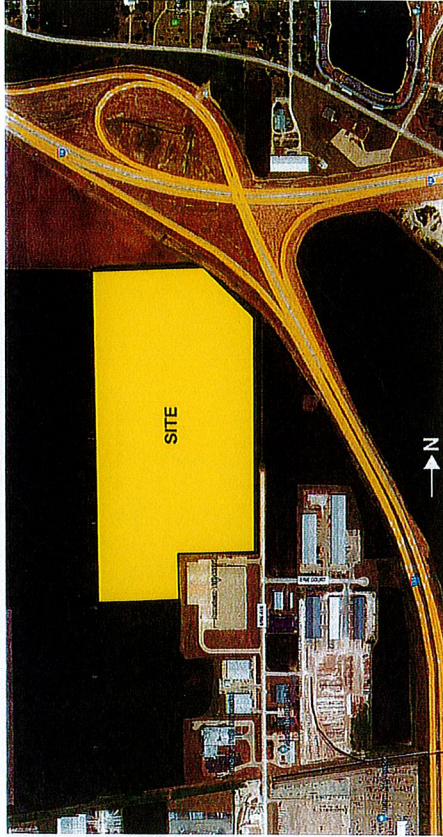
06-06-18-400-013 / 06-06-18-400-024 / 06-06-18-400-025

- |   |                     |   |   |
|---|---------------------|---|---|
|  | Building            |  | R-1 One-Family/Planned Residential Development District |
|  | Parcel              |  | B-3 Highway and Service Commercial District             |
|  | Parcels of Interest |  | I-1 Restricted Industrial District                      |
|  | Village Limits      |  | I-2 General Industrial District                         |



**PROJECT WILDCAT AT MORTON, ILLINOIS**

**PROJECT LOCATION MAP(S)**



**GENERAL NOTES**

1. PROVIDE AND INSTALL ALL WORK AND MATERIALS AS SHOWN ON THE DRAWINGS AND SPECIFICATIONS. ALL WORK SHALL BE ACCORDING TO THE LATEST EDITION OF THE INTERNATIONAL BUILDING CODES AND LOCAL ORDINANCES.
2. ALL WORK SHALL BE ACCORDING TO THE LATEST EDITION OF THE INTERNATIONAL BUILDING CODES AND LOCAL ORDINANCES.
3. ALL WORK SHALL BE ACCORDING TO THE LATEST EDITION OF THE INTERNATIONAL BUILDING CODES AND LOCAL ORDINANCES.
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6. ALL WORK SHALL BE ACCORDING TO THE LATEST EDITION OF THE INTERNATIONAL BUILDING CODES AND LOCAL ORDINANCES.
7. ALL WORK SHALL BE ACCORDING TO THE LATEST EDITION OF THE INTERNATIONAL BUILDING CODES AND LOCAL ORDINANCES.
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10. ALL WORK SHALL BE ACCORDING TO THE LATEST EDITION OF THE INTERNATIONAL BUILDING CODES AND LOCAL ORDINANCES.
11. ALL WORK SHALL BE ACCORDING TO THE LATEST EDITION OF THE INTERNATIONAL BUILDING CODES AND LOCAL ORDINANCES.
12. ALL WORK SHALL BE ACCORDING TO THE LATEST EDITION OF THE INTERNATIONAL BUILDING CODES AND LOCAL ORDINANCES.

**MATERIAL LEGEND**

SYMBOL	DESCRIPTION
[Symbol]	ASPHALT
[Symbol]	GRAVEL
[Symbol]	CONCRETE
[Symbol]	BRICK
[Symbol]	GLASS
[Symbol]	WOOD
[Symbol]	ROOF
[Symbol]	LANDSCAPE
[Symbol]	PLANTING
[Symbol]	UTILITIES
[Symbol]	EXISTING
[Symbol]	PROPOSED

**PROJECT TEAM**

ROLE	NAME	COMPANY
ARCHITECT OF RECORD	RYAN INC.	RYAN INC.
LANDSCAPE ARCHITECT	RYAN INC.	RYAN INC.
ENGINEER	RYAN INC.	RYAN INC.
CONTRACTOR	RYAN INC.	RYAN INC.

**PLAN SYMBOLS**

SYMBOL	DESCRIPTION
[Symbol]	EXISTING CURB
[Symbol]	PROPOSED CURB
[Symbol]	EXISTING DRIVE
[Symbol]	PROPOSED DRIVE
[Symbol]	EXISTING SIDEWALK
[Symbol]	PROPOSED SIDEWALK
[Symbol]	EXISTING PLANTING
[Symbol]	PROPOSED PLANTING
[Symbol]	EXISTING UTILITIES
[Symbol]	PROPOSED UTILITIES
[Symbol]	EXISTING BUILDING
[Symbol]	PROPOSED BUILDING
[Symbol]	EXISTING ROAD
[Symbol]	PROPOSED ROAD

A	B	D
C		

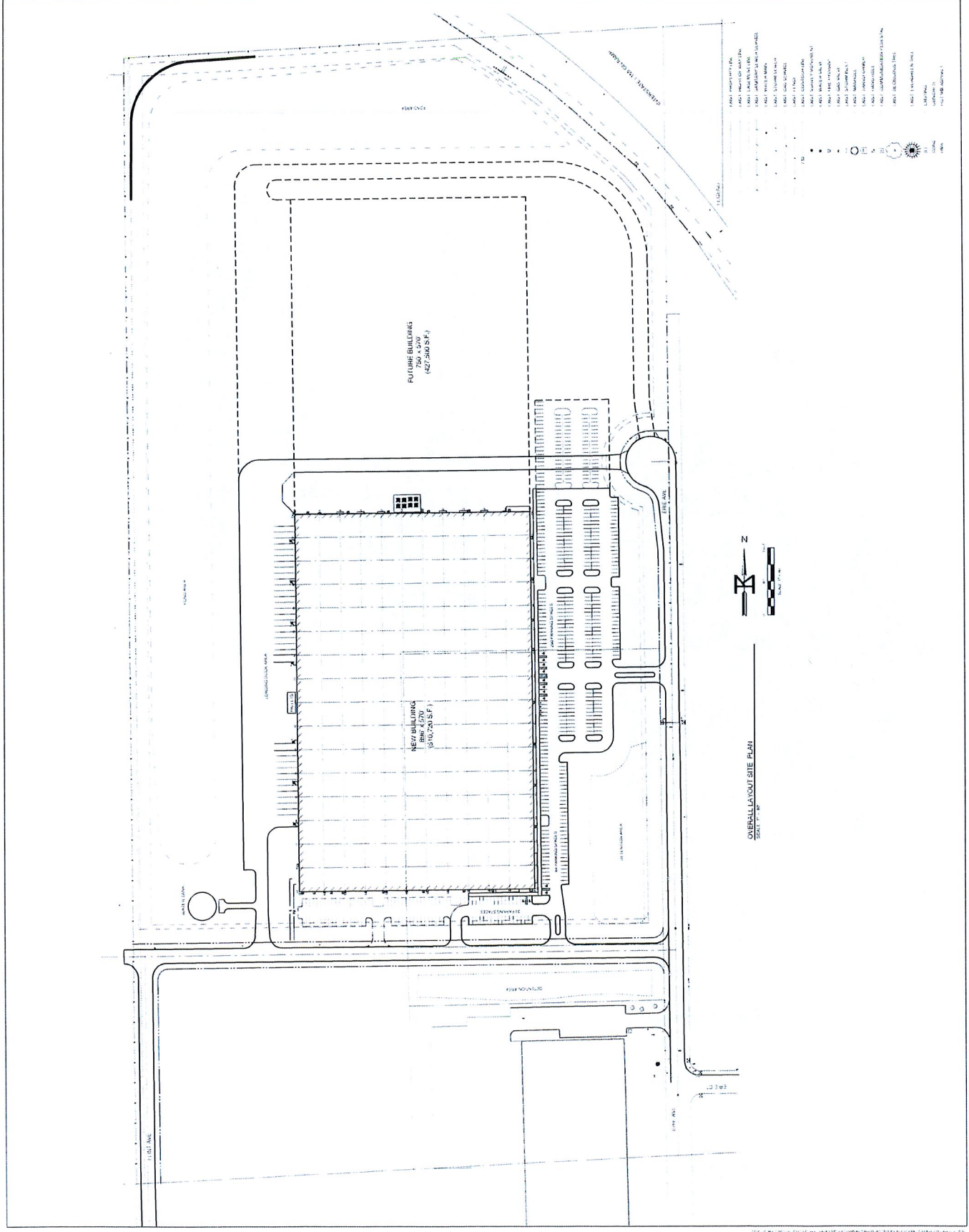
**PROJECT  
 WILDCAT**

DATE: 10/20/2011  
 DRAWN BY: J. H. HARRIS  
 CHECKED BY: J. H. HARRIS  
 PROJECT NO: 11-0001  
 SHEET NO: 01

**NOT FOR CONSTRUCTION**  
**PRELIMINARY**

**SCHEMATIC  
 DESIGN**  
**OVERALL  
 LAYOUT SITE  
 PLAN**

**C200**



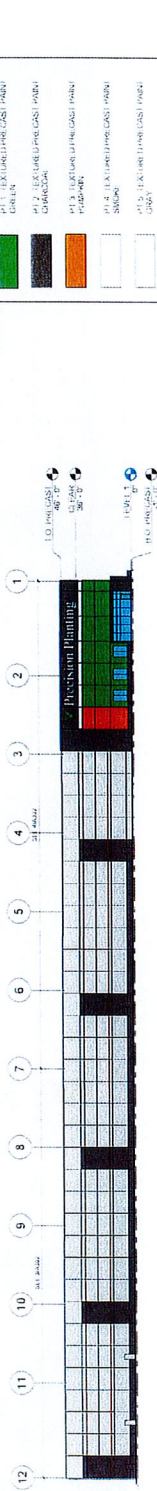
OVERALL LAYOUT SITE PLAN

- 1. BUILDING FOOTPRINT
- 2. PARKING SPACE
- 3. DRIVE
- 4. SITE BOUNDARY
- 5. EXISTING DRIVE
- 6. NEW DRIVE
- 7. LANDSCAPE
- 8. TREE
- 9. SHrub
- 10. GRASS
- 11. SAND
- 12. ROCK
- 13. WATER
- 14. FENCE
- 15. SIGN
- 16. LIGHT
- 17. UTILITY
- 18. ERECTION
- 19. EXISTING BUILDING
- 20. FUTURE BUILDING
- 21. EXISTING DRIVE
- 22. NEW DRIVE
- 23. EXISTING DRIVE
- 24. NEW DRIVE
- 25. EXISTING DRIVE
- 26. NEW DRIVE
- 27. EXISTING DRIVE
- 28. NEW DRIVE
- 29. EXISTING DRIVE
- 30. NEW DRIVE

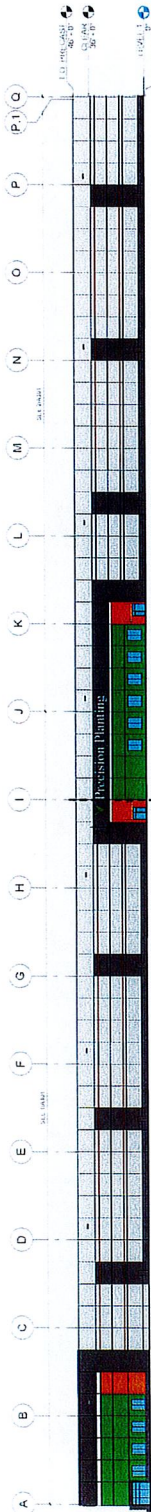


**PAINT KEY**

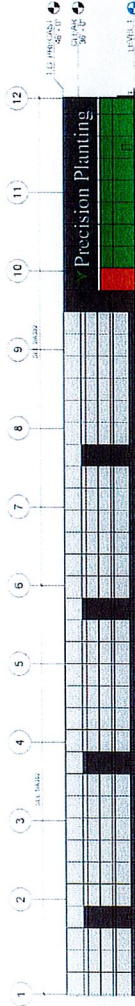
■	PT. 1. EXTERIOR (PR. LASH) PAINT
■	CONCRETE
■	PT. 2. EXTERIOR (PR. LASH) PAINT
■	CONCRETE
■	PT. 3. EXTERIOR (PR. LASH) PAINT
■	CONCRETE
■	PT. 4. EXTERIOR (PR. LASH) PAINT
■	CONCRETE
■	PT. 5. EXTERIOR (PR. LASH) PAINT
■	CONCRETE



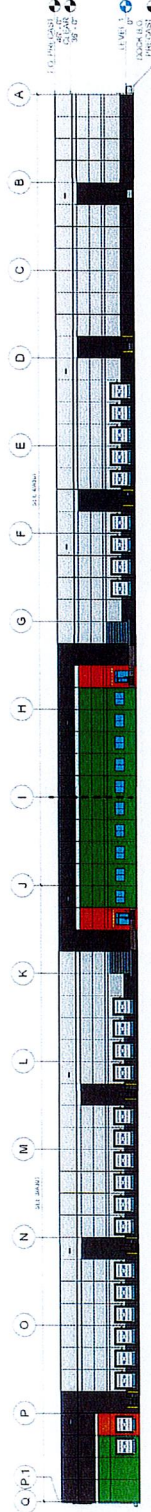
(6) 12/14/12 J. WILSON (100% RVT)



(6) 12/14/12 J. WILSON (100% RVT)



(6) 12/14/12 J. WILSON (100% RVT)



(6) 12/14/12 J. WILSON (100% RVT)

PRELIMINARY  
NOT FOR CONSTRUCTION

A	B	C	D
E	F	G	H

**PROJECT INFORMATION**  
**PROJECT**  
**WILDCAT**

Enter address here:

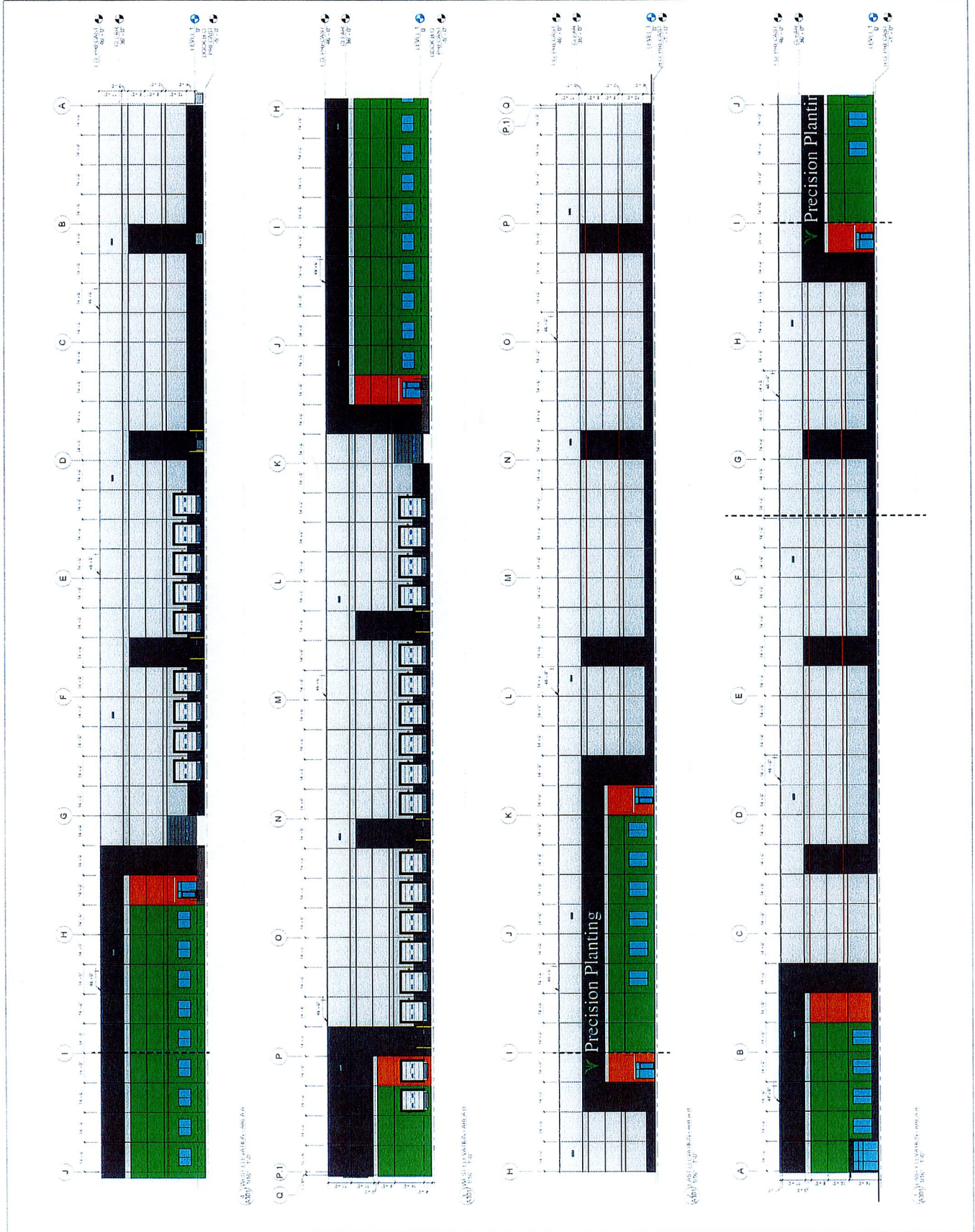
PROJECT ADDRESS: 10000 Grand Ave. Suite 100, Minneapolis, MN 55415  
 PROJECT NUMBER: 10000  
 PROJECT DATE: 10/15/2010

DATE: 10/15/2010  
 DRAWN BY: J. L. RYAN  
 CHECKED BY: J. L. RYAN  
 SCALE: 1/8" = 1'-0"

ISSUE NO.: 01  
 ISSUE DATE: 10/15/2010  
 ISSUE DESCRIPTION: PRELIMINARY

**SCHEMATIC  
 DESIGN**  
**EXTERIOR  
 ELEVATIONS**

**A301**



A	B
C	D

PROJECT INFORMATION  
**PROJECT WILDCAT**

Enter address here

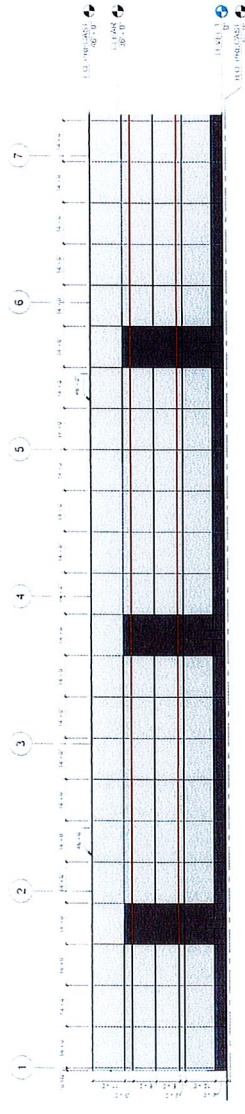
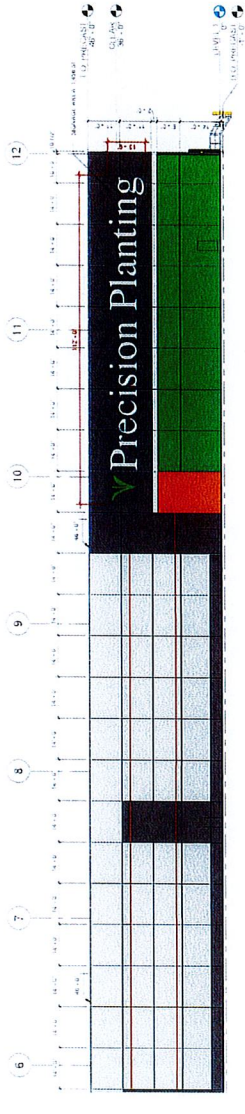
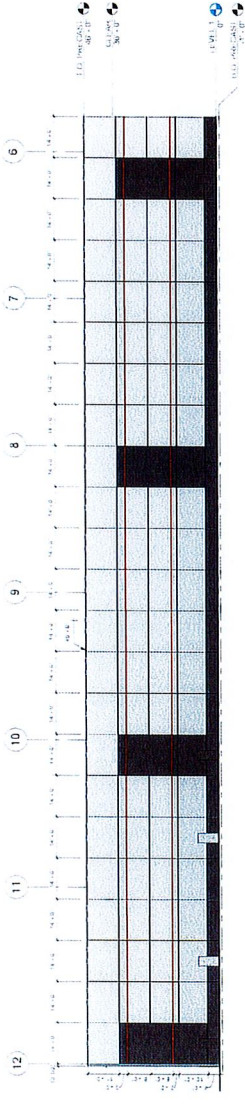
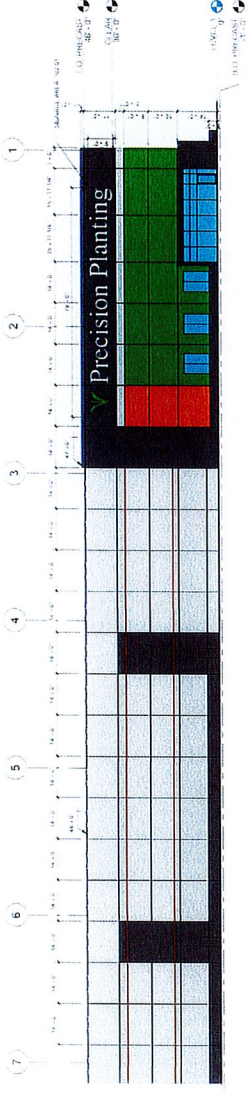
THESE ELEVATIONS ARE FOR INFORMATION ONLY AND ARE NOT TO BE USED FOR CONSTRUCTION. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS ON THE JOB SITE. ANY CHANGES TO THESE ELEVATIONS SHALL BE APPROVED BY THE ARCHITECT.

REVISION NUMBER	DATE
1	10/15/2024
2	10/15/2024
3	10/15/2024
4	10/15/2024
5	10/15/2024
6	10/15/2024
7	10/15/2024
8	10/15/2024
9	10/15/2024
10	10/15/2024
11	10/15/2024
12	10/15/2024

ISSUE RELEASED  
PROJECT: WILDCAT | 10/15/2024  
BY: Precision Planting

**SCHEMATIC  
DESIGN  
ZONING  
EXTERIOR  
ELEVATIONS**

**A302**



PRECISION PLANTING









