

**AGENDA**  
**REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE VILLAGE OF MORTON, ILLINOIS**  
**7:00 P.M.**  
**MONDAY, SEPTEMBER 18, 2023**  
**FREEDOM HALL, 349 W. BIRCHWOOD, MORTON, ILLINOIS**

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. PLEDGE OF ALLEGIANCE TO THE FLAG**
- IV. PUBLIC HEARING**
- V. PRESENTATIONS AND SPECIAL REPORTS**
- VI. PUBLIC COMMENT**
  - A. Public Comments
  - B. Requests for Removal of Items from the Consent Agenda
- VII. CONSENT AGENDA**
  - A. Approval of Minutes
    - 1. Regular Meeting – September 5, 2023
  - B. Approval of Bills
- VIII. CONSIDERATION OF ITEMS REMOVED FROM THE CONSENT AGENDA**
- IX. VILLAGE PRESIDENT**
- X. VILLAGE CLERK**
- XI. VILLAGE ADMINISTRATOR**
  - A. AN ORDINANCE MAKING AMENDMENTS TO CHAPTER 23 OF TITLE 3 OF THE MORTON MUNICIPAL CODE REGARDING HOTEL/MOTEL TAXES FOR PERMANENT RESIDENTS
  - B. A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF MORTON AND THE ILLINOIS DEPARTMENT OF HEALTHCARE AND FAMILY SERVICES RELATED TO ENHANCED REIMBURSEMENT FOR AMBULANCE SERVICES
- XII. CHIEF OF POLICE**
  - A. INTERGOVERNMENTAL AGREEMENT FOR ANIMAL & RABIES CONTROL SERVICES
- XIII. CORPORATION COUNSEL**
- XIV. DIRECTOR OF FIRE AND EMERGENCY SERVICES**
- XV. DIRECTOR OF PUBLIC WORKS**
  - A. Fall Yardwaste Program (Sat., Oct. 21 - Sun., Dec. 3)
- XVI. ZONING AND CODE ENFORCEMENT OFFICER**
- XVII. VILLAGE TRUSTEES**
  - A. Trustee Blunier
  - B. Trustee Hilliard
  - C. Trustee Leitch
  - D. Trustee Menold
  - E. Trustee Newman
  - F. Trustee Parrott
- XVIII. CLOSED SESSIONS**
  - A. Closed Session for the Purpose of Discussing Collective Negotiating Matters Between the Village and its Employees or Their Representatives, per 5 ILCS 120/2(c)(2).

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

**XX. ADJOURNMENT**

**VILLAGE BOARD OF TRUSTEES  
REGULAR MEETING  
7:00 P.M., September 5, 2023**

After calling the meeting to order, the Pledge of Allegiance was recited and Clerk Evans called the roll, finding the following members present: Blunier, Leitch, Menold, Newman, Parrott – 5.

**PUBLIC HEARING** – A public hearing was had on Pre-Annexation Agreement with RNE, LLC for 35.97 acres off of Timber Wolf Drive.

**PRESENTATIONS** – None.

**PUBLIC COMMENT** – None.

**CONSENT AGENDA**

- A. Approval of Minutes.
  - 1. Regular Meeting – August 21, 2023
- B. Approval of Bills

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

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

**VILLAGE PRESIDENT** – President Kaufman announced a Hometown Heroes Celebration event to take place.

**VILLAGE CLERK** – None.

**VILLAGE ADMINISTRATOR** – Administrator Smick presented Building Improvement Grant recommendations for 213 & 219 S. Main Street. Trustee Newman moved to approve the grants. Motion was seconded by Trustee Leitch and approved with the following roll call vote:

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

Administrator Smick then presented a Resolution Approving Amendment to Personnel Handbook to Allow Donation of Sick Leave. Trustee Menold moved to approve the Resolution. Motion was seconded by Trustee Parrott and approved with the following roll call vote:

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

**CHIEF OF POLICE** – None.

**CORPORATION COUNSEL** – Attorney McGrath presented a Resolution Adopting Pre-Annexation Agreement with RNE, LLC, for 35.97 Acres off of Timber Wolf Drive in Wolf Crossing Subdivision. Trustee Newman moved to approve the Resolution. Motion was seconded by Trustee Leitch and approved with the following roll call vote:

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

Attorney McGrath then presented an Ordinance Annexing 35.97 Acres off of Timber Wolf Drive in Wolf Crossing Subdivision. Trustee Parrott moved to approve the Ordinance. Motion was seconded by Trustee Leitch and approved with the following roll call vote:

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

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

**DIRECTOR OF PUBLIC WORKS** – DPW Loudermilk presented Petition No. 23-05 SP. Trustee Newman moved to approve the petition with the condition that cars were not included. Motion was seconded by Trustee Menold and approved with the following roll call vote:

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

DPW Loudermilk then presented Petition No. 23-06. Trustee Parrott moved to approve the petition. Motion was seconded by Trustee Newman and approved with the following roll call vote:

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

Next, DPW Loudermilk presented an Ordinance making Amendments to Title 10 of the Morton Municipal Code regarding Zoning of Massage Parlors. Trustee Menold moved to approve the Ordinance. Motion was seconded by Trustee Leitch and approved with the following roll call vote:

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

After that, DPW Loudermilk presented an Ordinance making Amendments to Chapter 5 of Title 10 of the Morton Municipal Code regarding Outbuildings. Trustee Leitch moved to approve the Ordinance. Motion was seconded by Trustee Newman and approved with the following roll call vote:

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

Following the vote, DPW Loudermilk requested approval of Easement Vacation Plat (P.I.N. 06-06-17-100-029). Trustee Newman moved to approve the Plat. Motion was seconded by Trustee Blunier and approved with the following roll call vote:

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

Finally, DPW Loudermilk requested approval of Preliminary and Final Plats of "Wolf Crossing V" described as A PART OF GOVERNMENT LOTS 1 AND 2 IN THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP-25-NORTH, RANGE 3-WEST OF THE THIRD PRINCIPAL MERIDIAN, VILLAGE OF MORTON, TAZEWELL COUNTY, ILLINOIS (Part of P.I.N. 06-06-05-200-047). Trustee Parrott moved to approve the Plats. Motion was seconded by Trustee Menold and approved with the following roll call vote:

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

**ZONING AND CODE ENFORCEMENT OFFICER** – None.

**VILLAGE TRUSTEES**

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

**CLOSED SESSIONS** – None.

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

**ADJOURNMENT** – With no further business to come before the Board, Trustee Newman moved to adjourn. The motion was seconded by Trustee Parrott and followed by unanimous voice vote of all present board members.

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PRESIDENT

ATTEST:

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VILLAGE CLERK

**VILLAGE OF MORTON  
ORDINANCE 24-18**

**AN ORDINANCE MAKING AMENDMENTS TO CHAPTER 23 OF TITLE 3 OF  
THE MORTON MUNICIPAL CODE REGARDING HOTEL/MOTEL TAXES FOR  
PERMANENT RESIDENTS**

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

**SECTION 1:**        **AMENDMENT** “3-23-1: Definitions” of the Morton Municipal Code is hereby *amended* as follows:

**A M E N D M E N T**

**3-23-1: Definitions**

For the purpose of this Chapter, whenever any of the following words, terms, or definitions are used herein, they shall have the meanings ascribed to them in this Section:

**HOTEL ROOM or MOTEL ROOM:** A room within a structure kept, used, or maintained as or advertised or held out to the public to be in an inn, motel, hotel, apartment hotel, lodging house, dormitory, or place where sleeping, rooming, office, conference, or exhibition accommodations are furnished for lease or rent, whether with or without meals. One room offered for rental with or without an adjoining bath shall be considered as a single hotel or motel room. The number of hotel or motel rooms within a suite shall be computed on the basis of those rooms utilized for the purpose of sleeping.

**OWNER:** Any person or persons having a sufficient proprietary interest in conducting the operation of a hotel or motel room or receiving the consideration for the rental of such hotel or motel room so as to entitle such person or persons to all or a portion of the net receipts thereof.

**OPERATOR:** Any person who is the proprietor of the hotel, whether in the capacity of owner, lessee, sublessee, mortgagee in possession, licensee, or any other capacity. Where the operator performs his functions through a managing agent of any type of character other than an employee, the managing agent shall also be deemed an operator for the purposes of this Chapter and shall have the same duties and liabilities as his/her principal. Compliance with the provisions of this Chapter by either the principal or the managing agent shall, however, be considered to be compliance by both.

PERSON: Any natural person, trustee, court-appointed representative, syndicate, association, partnership, firm, club, company, corporation, business trust, institution, agent, government corporation, municipal corporation, district or other political subdivision, contractor, supplier, vendor, vendee, operator, user, or owner, or any officers, agents, employees, or other representative acting either for themselves or for any other person in any capacity, or any other entity recognized by law as the subject of rights and duties. The masculine, feminine, singular, or plural is included in any circumstances.

PERMANENT RESIDENT: Any person who occupied or had the right to occupancy any hotel room(s), regardless of whether or not it is the same hotel room, for at least 30 consecutive days.

**SECTION 2:** AMENDMENT "3-23-2: Tax" of the Morton Municipal Code is hereby *amended* as follows:

#### AMENDMENT

##### 3-23-2: Tax

- A. There is hereby levied and imposed upon the use and privilege of renting a hotel or motel room within the Village a tax of six percent (6%) of the rental or leasing charge for each such hotel and motel room rented for each twenty-four (24) hour period or any portion thereof; provided, however, that the tax shall not be levied and imposed upon any permanent resident ~~person who rents a hotel or motel room as his or her permanent residence.~~ (amd. Ord. 08-16, 10-06-08)
- B. The ultimate incident of and liability for payment of said tax shall be borne by the person who seeks the privilege of occupying any such hotel or motel room, said person hereinafter referred to as "renter."
- C. The tax herein levied shall be paid in addition to any and all other taxes and charges. It shall be the duty of the owner, manager, or operator of every hotel or motel to act as trustee for and on account of the Village, and to secure said tax from the renter of the hotel or motel room and pay over to the Village Administrator said tax under the procedures as provided in this Chapter.
- D. Every person required to collect the tax levied by this Chapter shall secure said tax from the renter at the time they collect the rental payment for the hotel or motel room. Upon the invoice receipt or other statement or memorandum of the rent given to the renter at the time of payment, the amount due under the tax provided in this Chapter shall be stated separately on said documents.



**SECTION 3: REPEALER CLAUSE** All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

**SECTION 4: SEVERABILITY CLAUSE** Should any part or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinances a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

**SECTION 5: EFFECTIVE DATE** This Ordinance shall be in full force and effect from and after the required approval and publication according to law.

PASSED AND ADOPTED BY THE VILLAGE OF MORTON PRESIDENT AND BOARD OF TRUSTEES \_\_\_\_\_

	<b>AYE</b>	<b>NAY</b>	<b>ABSENT</b>	<b>ABSTAIN</b>
Trustee Blunier	_____	_____	_____	_____
Trustee Hilliard	_____	_____	_____	_____
Trustee Leitch	_____	_____	_____	_____
Trustee Menold	_____	_____	_____	_____
Trustee Parrott	_____	_____	_____	_____
Trustee Newman	_____	_____	_____	_____
President Kaufman	_____	_____	_____	_____

Presiding Officer

Attest

\_\_\_\_\_  
Jeffrey L. Kaufman, Village President,  
Village of Morton

\_\_\_\_\_  
Zo M. Evans, Village Clerk, Village  
of Morton

RESOLUTION 12-24

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF MORTON AND THE ILLINOIS DEPARTMENT OF HEALTHCARE AND FAMILY SERVICES RELATED TO ENHANCED REIMBURSEMENT FOR AMBULANCE SERVICES**

**WHEREAS**, the Illinois Department of Healthcare and Family Services has proposed an Intergovernmental Agreement to provide enhanced rates for ambulance services as defined in that Intergovernmental Agreement (hereinafter "IGA"); and

**WHEREAS**, in order to be eligible to receive enhanced reimbursement for ambulance services, the Village of Morton recognizes the need for an IGA between the Village and the Illinois Department of Healthcare and Family Services; and

**WHEREAS**, the Village of Morton is a "Participating Municipal Ambulance Provider" as defined in the IGA, and

**WHEREAS**, the Village of Morton has concluded the entering into the IGA provides greater cost recovery of ambulance services provided by the Village is in the best interest of the public, health, safety, and welfare of the Village of Morton.

**BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MORTON**, as follows:

- 1) The President is hereby authorized to execute an Intergovernmental Agreement between the Village of Morton and the Illinois Department of Healthcare and Family Services for the Ground Emergency Transportation Program, which is attached hereto and incorporated herein; and
- 2) Village staff is directed and authorized to undertake any and all necessary acts to facilitate effectuation of the IGA.

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

**PASSED AND APPROVED** at a regular meeting of the President and Board of Trustees of the Village of Morton, Tazewell County, Illinois on this 18<sup>th</sup> day of September 2023; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

**APPROVED** this 18<sup>th</sup> day of September 2023.

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President

**ATTEST:**

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Village Clerk

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE ILLINOIS DEPARTMENT OF HEALTHCARE AND FAMILY SERVICES  
AND  
THE VILLAGE OF MORTON, ILLINOIS  
2024**

The Illinois Department of Healthcare and Family Services (the "Department" or "HFS") and the Village of Morton, pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* (the "IGA Act"), hereby enter into this Intergovernmental Agreement (the "Agreement") in connection with supplemental ambulance rates. HFS and the Local Government are collectively referred to herein as "Parties" or individually as a "Party."

**ARTICLE I  
INTRODUCTION**

1.01 Background. Article XII of the Illinois Public Aid Code, 305 ILCS 5/5 *et seq.* (the "Public Aid Code"), authorizes the Department to make use of, aid and co-operate with State and local governmental agencies, and the IGA Act provides for cooperation between units of government. Local Government operates an emergency ambulance service (Provider) that is enrolled in the Medical Programs (as defined below) and provides Covered Ambulance Services (as defined below) to individuals eligible for benefits under the Medical Programs (as defined below); however, the costs of providing the referenced services is not covered by the fee schedule pursuant to which the Department and its agents pay for such services.

1.02 Purpose. In order to provide greater cost coverage to Provider for Covered Ambulance Services, the Parties enter into this Agreement.

1.03 Definitions

- (a) Agent means Managed Care Organizations and Administrative Services Organizations.
- (b) ALS means Advanced Life Support billed under CPT Code A0427.
- (c) BLS means Basic Life Support billed under CPT Code A0429.
- (d) Base Rate means the fee-schedule rate for Provider on the Department's rate sheet for the Provider as of September 30, 2023.
- (e) Covered Ambulance Services or Services means all ALS and BLS emergency ground ambulance services trips reimbursable under the Illinois Medicaid state plan, provided to beneficiaries of Medical Programs, and does not include mileage or oxygen.
- (f) Interim Rate means the payments to Provider for Covered Ambulance Services in addition to the Base Rate and calculated pursuant to Article III.
- (g) Medical Programs means programs administered by the Department under the Public Aid Code, the Children's Health Insurance Program Act (215 ILCS 106/1 *et seq.*) and the Covering All Kids Health Insurance Act (215 ILCS 170/1 *et seq.*).
- (h) Quarterly Invoice means an itemized statement provided to the Local Government by the Department regarding the agreed upon transfer amount pursuant to Article II.
- (i) Rate Year means calendar year.

## ARTICLE II

### INTERGOVERNMENTAL TRANSFER

2.01 Local Government will transfer to the Department on a quarterly basis an amount equal to 50% of the total Interim Rates, as described in Article III, received by Provider from the Department and its agents for the prior quarter.

2.02 The Department will send a Quarterly Invoice to Local Government for the transfer of 50% of the supplemental payments described in Article III and transfer shall be made within 30 days after the receipt of the Quarterly Invoice by the Local Government.

## ARTICLE III

### INTERIM RATES FOR SERVICES

3.01 Calculation. The Interim Rate will be determined as follows:

- (a) Department will calculate, using data from each Provider's most recent timely filed approved cost report, Provider's total costs for Covered Ambulance Services.
- (b) Using data from the cost report and the Department's data on Medicaid paid claims for covered ambulance services and provider's charges for those services, the Department will calculate an interim rate for ALS and BLS services that covers the cost above the Base rate for those services.

3.02 Reimbursement. The Department shall pay or cause its agents to pay Interim Rates to Provider for Covered Ambulance Services pursuant to this Article III in addition to payments made at the Provider's Base Rate. The Interim and Base Rates will be added together during claims processing and paid as a single rate.

3.03 Cost Reports. The Department will annually notify the Provider of the cost report template to be used and provide instructions and a due date for submission in order for Provider to be eligible for an Interim Rate the next Rate Year.

3.04 Reconciliation. Once the Department has a cost report covering a Rate Year in which Provider received an Interim Rate, it will calculate the actual cost per trip during the Rate Year and determine whether the Interim Rate underpaid or overpaid Provider for the cost of the Services. If Provider was underpaid, the Department will make a further payment to cover costs. If Provider was overpaid, the Department will notify Provider of the net amount due to the Department, taking into account amounts already transferred to the Department pursuant to Article II.

## ARTICLE IV

### TERM

4.01 Term. This Agreement shall commence January 1, 2024, provided Provider's Cost Report was received by the Department on or before October 2, 2023, and shall continue in subsequent years provided all program requirements are met until otherwise terminated by the Parties.

## ARTICLE V

### TERMINATION

5.01 Termination on Notice. This Agreement may be terminated by either Party for any or no reason upon thirty (30) days' prior written notice to the other Party.

5.02 Termination for Cause. In the event either Party breaches this Agreement and fails to cure such breach within ten (10) days' written notice thereof from the non-breaching Party, the non-breaching Party

may terminate this Agreement upon written notice to the breaching Party.

5.03 Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. The Department may terminate or suspend this Agreement, in whole or in part, without advance notice and without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Department by the State or the Federal funding source, (ii) the Governor or the Department reserves funds, or (iii) the Governor or the Department determines that funds will not or may not be available for payment. The Department shall provide notice, in writing, to Provider of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

## **ARTICLE VI MISCELLANEOUS**

6.01 Renewal. This Agreement may be renewed for additional periods by mutual consent of the Parties, expressed in writing and signed by the Parties.

6.02 Amendments. This Agreement may be modified or amended at any time during its term by mutual consent of the Parties, expressed in writing and signed by the Parties.

6.03 Applicable Law and Severability. This Agreement shall be governed in all respects by the laws of the State of Illinois. If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, ordinance, rule of law or public policy, or for any reason, such circumstance shall not have the effect of rendering any other provision or provisions contained herein invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof. In the event that this Agreement is determined to be invalid by a court of competent jurisdiction, it shall be terminated immediately.

6.04 Records Retention. The Parties shall maintain for a minimum of six (6) years from the later of the date of final payment under this Agreement, or the expiration of this Agreement, adequate books, records and supporting documents to comply with the Illinois State Records Act. If an audit, litigation or other action involving the records is begun before the end of the six-year period, the records shall be retained until all issues arising out of the action are resolved.

6.05 No Personal Liability. No member, official, director, employee or agent of either Party shall be individually or personally liable in connection with this Agreement.

6.06 Assignment; Binding Effect. This Agreement, or any portion thereof, shall not be assigned by any of the Parties without the prior written consent of the other Parties. This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors and permitted assigns.

6.07 Precedence. In the event there is a conflict between this Agreement and any of the exhibits hereto, this Agreement shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the relevant statute(s) or rule(s) shall control.

6.08 Entire Agreement. This Agreement constitutes the entire agreement between the Parties; no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Party.

6.09 Notices. All written notices, requests and communications may be made by electronic mail to the e-mail addresses set forth below.

To HFS: [HFS.GEMT@illinois.gov](mailto:HFS.GEMT@illinois.gov)

To Local Government: [jsmick@morton-il.gov](mailto:jsmick@morton-il.gov) and [jhale@morton-il.gov](mailto:jhale@morton-il.gov)

6.10 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

6.11 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

**THE VILLAGE OF MORTON, ILLINOIS**

**SIGNATURE** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**ILLINOIS DEPARTMENT OF HEALTHCARE AND FAMILY SERVICES**

\_\_\_\_\_  
**THERESA EAGLESON**  
**DIRECTOR**

**DATE:** \_\_\_\_\_

# **Tazewell County**

## **Animal Control**

Libby Aeschleman  
Tazewell County  
Animal Control Director

21314 Illinois Route 9  
P.O. Box 158  
Tremont, IL 61568  
Phone: 309-925-3370  
Fax: 309-925-3633



**September 16, 2023**

**Village of Morton  
PO BOX 28  
MORTON, IL 61550**

Please find the enclosed Intergovernmental Agreement Contract for Animal and Rabies Control services for 2024. Contract rates have been raised a total of 8% since 2014. Due to rising operational costs, Tazewell County proposes a continuation of the contract at a 2.55% increase in relation to the 2023 rate.

Please feel free to contact me if you have any questions or concerns regarding the new contract rate. I would be pleased to discuss the agreement or anything related to Animal Control services.

I look forward to your correspondence.

Sincerely,

A handwritten signature in cursive script that reads "Libby Aeschleman".

**Libby Aeschleman  
Director, Animal Control  
Tazewell County  
Office: 309-925-3370  
Desk: 309-929-0350**

## INTERGOVERNMENTAL AGREEMENT

FOR

### ANIMAL & RABIES CONTROL SERVICES

THIS AGREEMENT, entered into this 1ST day of JANUARY, 2024, by and between the County of Tazewell, Illinois, a body politic and corporate (hereinafter referred to as "County") and the VILLAGE OF MORTON, a unit of local government of the State of Illinois (hereinafter referred to as "Municipality"), this Agreement being entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970.

In consideration of the payment by Municipality to the County of the sum of \$14,457.11, County agrees to provide the following Animal and Rabies Control services through the Tazewell County Animal & Rabies Control Department, its administrator, director, deputies, and agents as follows.

1. The County shall respond to calls and attempt to pick up animals running at large within the corporate limits of the Municipality between the hours of 8:00 a.m. and 4:00 p.m. seven (7) days a week, including weekends, but not including regularly scheduled County Holidays.
2. The County shall, on an emergency basis only, attempt to pick up animals running at large between the hours of 4:00 p.m. and 8:00 a.m. the next morning seven (7) days a week including weekends. During these times, the County has no obligations under this contract unless an emergency exists.
3. On regularly scheduled County Holidays, the County shall, on an emergency basis only, attempt to pick up dogs running at large both day and night. On regularly scheduled County Holidays, the County has no obligations under this contract unless an emergency exists.
4. For the purposes of this Agreement, an emergency shall be considered to include but not be limited to the following situations: a.) a person in immediate danger of an animal; b.) sick or injured domestic animals running at large; c.) sick or injured wild animals; d.) aggressive animals running at large; e.) animal bite reports; f.) providing necessary assistance to police, fire or EMS agencies; g.) wildlife present in the living quarters of a home/apartment/business; however removal of such wildlife from attics, walls or closed interior areas of a building of any kind is not provided by Tazewell County Animal Control; h.) animals in extreme elements without proper shelter or access to water (e.g. a dog in frigid temperature with no access to shelter or an animal left in a hot car.)
5. Emergency calls shall be placed by the VILLAGE authorities or a citizen of the Municipality to either the Sheriff's Office (346-4141) or the Tazewell County Animal Control facility (925-3370). All calls placed by citizens, police, or governmental bodies will be answered as soon as possible during regularly scheduled working days between the hours of 8:00 a.m. and 4:00 p.m., Monday – Friday. Responses to emergency calls shall be made by the Tazewell County Animal Control Officer who is then on duty.



6. The County of Tazewell shall accept and make reasonable response to complaints of citizens concerning dogs running at large within the corporate limits of the Municipality.
7. The County may make regular and irregular patrols in the corporate limits of the Municipality one day a week at regular and irregular hours.
8. The County shall take custody and impound animals apprehended within the corporate limits of the Municipality at the Tazewell County Animal Control facility.
9. The County shall require proof of payment of Municipal reclamation fees to the Municipality by owners of animals sought to be redeemed before releasing said animal from custody.
10. The County shall provide humane treatment of animals removed from the corporate limits of the Municipality during the period of impounding.
11. For each animal impounded from within the municipality, the County shall provide a clear digital image of the animal to an agreed representative of the village, along with any relevant information about the animal, as soon as practicable. The Village shall provide notice to the County of a single agreed representative for notification purposes.
12. The County shall make reasonable efforts to locate the owner or owners of any impounded animal providing that said animal is wearing a collar or rabies tag capable of identifying ownership. Upon identifying the owner or any such animal, an attempt will be made for immediate notification to said owner. A letter shall be mailed to the last known address of the owner notifying him of the impoundment of his animal. Said notification will give notice to the owner that the animal shall be destroyed, adopted, or transferred after the passage of seven (7) days if not reclaimed in accordance with law by the owner. An affidavit or testimony of the Administrator, or his authorized agent, who mails such notice shall be prima facie evidence of the receipt of said notice by the owner of such animal.
13. It is mutually understood and agreed that any animal apprehended from within the corporate limits of the Municipality and impounded at the Tazewell County Animal & Rabies Control Shelter, with respect to whom the owner is unknown but which unknown owner has failed to claim the animal within four (4) working days, shall be humanely dispatched or placed for adoption at the discretion of the Director of the Tazewell County Animal Control Department pursuant to the provisions of the Animal Control Act of the State of Illinois.
14. It is further understood and agreed that the consideration payable by the Municipality to the County may at the option of the Municipality be paid in equal monthly installments.
15. This Agreement shall become effective on the 1ST day of JANUARY, 2024 and shall be in full force and effect for a period of 1 year.
16. This contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated by reference.
17. No waiver of any breach of this contract or any provision hereof shall constitute a waiver of any other or further breach of this contract or any provision thereof.

18. This contract is severable, and the invalidity, or unenforceability of any provision of this contract, or a part thereof, should not render the remainder of the contract invalid or unenforceable.
19. This contract may not be assigned by either party without the written consent of the other party.
20. This contract shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
21. This contract shall not be amended unless in writing expressly stating that it constitutes an amendment to this contract, signed by the parties hereto.
22. The parties hereto agree that the foregoing constitutes all the agreement between the parties and in witness thereof the parties have affixed their respective signatures on the date above first note.

PASSED this \_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Tazewell County Board Chairman

ATTEST:

\_\_\_\_\_  
Tazewell County Clerk

MUNICIPALITY:

\_\_\_\_\_  
Mayor or Village Board President

TAZEWELL COUNTY ANIMAL CONTROL:

  
\_\_\_\_\_  
Director

Annual Amount:            \$14,457.11    

Monthly Amount:           \$1,204.76

## **YARD WASTE DISPOSAL PROGRAM FALL 2023**

**Open: Saturday, Oct. 21 – Sunday, December 3**

**8:00 A.M. – 5:00 P.M. daily**

***Closed on Thurs., Nov. 23 and Fri., Nov. 24 for Thanksgiving***

**VILLAGE OF MORTON RESIDENTS ONLY:** Free yard waste disposal is available at Sewage Treatment Plant #2, 2625 S. Fourth (at the corner of S. Fourth and Broadway Rd.). ***Verification of name & address required.***

The program is "self-serve" as it has been in the past. A fenced area at STP#2 will be designated for yard waste disposal. Assistance will not be provided for removal or dumping of landscape waste, so please plan accordingly.

The following regulations and limitations must be met:

- 1) Only leaves, grass clippings, and tree branches (no greater than 5' in length or 4" in diameter), and any associated landscape waste will be accepted.**
- 2) No paper or plastic bags will be allowed for disposal.**
- 3) Neither landscaping timber (railroad ties) nor construction lumber is allowed.**
- 4) No commercial enterprise may deposit landscape waste at this site.**
- 5) "Root mass" from trees, bushes, or shrubbery is not allowed.**
- 6) No pet waste, household garbage or plant containers of any kind at this site.**
- 7) No yard waste is to be left outside the designated fenced area.**
- 8) Video surveillance will take place during the program.**

Please follow, or help us police these rules to ensure the continued operation of this free yard waste disposal program for all citizens of Morton.

Remember that it is a violation of Village ordinances to deposit landscape and yard waste on Village property (in the streets, in Prairie and Bull Run Creeks, down storm sewers, etc.), and that open burning of landscape waste or any kind of garbage is prohibited within the Village limits.