

AGENDA
REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE VILLAGE OF MORTON, ILLINOIS
7:00 P.M.
MONDAY, OCTOBER 16, 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 – October 2, 2023
 - B. Approval of Bills
- VIII. CONSIDERATION OF ITEMS REMOVED FROM THE CONSENT AGENDA**
- IX. VILLAGE PRESIDENT**
- X. VILLAGE CLERK**
- XI. VILLAGE ADMINISTRATOR**
- XII. CHIEF OF POLICE**
 - A. Updated 2023 Pumpkin Festival Expenses
- XIII. CORPORATION COUNSEL**
- XIV. DIRECTOR OF FIRE AND EMERGENCY SERVICES**
- XV. DIRECTOR OF PUBLIC WORKS**
 - A. Resolution Accepting Dedication of Easement from Toledo, Peoria & Western Railway Corp. for Flint Avenue Extension Project
 - B. Resolution Appropriating Funds and Authorizing Matching Funds Agreement with IDOT for Flint and Erie Improvements
 - C. MFT Salt Resolution
 - D. Fall 2023 Yard Waste Disposal Program
- 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)
 - B. Closed Session for the Purpose of Discussing the purchase or lease of real property for the use of the Village of Morton pursuant to 5 ILCS 120/2(c)(5)

XIX. CONSIDERATION OF MATTERS ARISING FROM CLOSED SESSIONS

XX. ADJOURNMENT

**VILLAGE BOARD OF TRUSTEES
REGULAR MEETING
7:00 P.M., October 2, 2023**

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

PUBLIC HEARING – None.

PRESENTATIONS – None.

PUBLIC COMMENT – None.

CONSENT AGENDA

- A. Approval of Minutes.
 - 1. Regular Meeting – September 18, 2023
 - 2. Closed Session – September 18, 2023
- 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: Hilliard, Leitch, Menold, Newman, Parrott – 5.
No: None – 0.
Absent: Blunier – 1.
Abstain: None – 0.

VILLAGE PRESIDENT – None.

VILLAGE CLERK – None.

VILLAGE ADMINISTRATOR – In the absence of DPW Loudermilk, Administrator Smick presented an Ordinance making amendments to Chapter 2 of Title 8 of the Morton Municipal Code regarding connection fees for natural gas line for residential customers. Trustee Parrott moved to approve the Ordinance and Trustee Hilliard seconded the motion. The Ordinance was approved by the following roll call vote:

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

CHIEF OF POLICE – Chief Miller requested that the 2023 Pumpkin Festival Expenses listed on the agenda be amended and placed on a future meeting agenda, so no motion was made by a Trustee and the document was not discussed or voted on.

CORPORATION COUNSEL – None.

DIRECTOR OF FIRE AND EMERGENCY SERVICES – None.

DIRECTOR OF PUBLIC WORKS – None.

ZONING AND CODE ENFORCEMENT OFFICER – None.

VILLAGE TRUSTEES

Trustee Blunier – None.

Trustee Hilliard – None.

Trustee Leitch – None.

Trustee Menold – None.

Trustee Newman – None.

Trustee Parrott – None.

CLOSED SESSIONS – None.

CONSIDERATION OF MATTERS ARISING FROM CLOSED SESSIONS – None.

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

PRESIDENT

ATTEST:

VILLAGE CLERK

MORTON POLICE DEPARTMENT

375 WEST BIRCHWOOD STREET
MORTON, ILLINOIS 61550-2494

PHONE (309) 266-6666
FAX (309) 263-0321

JASON R. MILLER, Chief of Police

26-Sep-23

DEPUTY CHIEF
Shawn M. Darche

SERGEANTS
Jared A. Boyer
Steven W. Brock
Michael D. Foster
Jonathan M. Johnson
Terry P. Smith, Jr.

To: Rod Blunier
CC: Village President & Trustees
From: Jason Miller

RE: 2023 Pumpkin Festival Expenses

The following are employee expenses incurred by the Police Department for the 2023 Pumpkin Festival.

Auxiliary	193.75 OT Hours	3,487.50
Police	173 OT Hours	10,641.51
Police	19.5 Comp Hours	<u>1,233.85</u>
Sub Total	Wages	15,362.86
Legion	Security Reimbursement	-1,258.74
	TOTAL Wages	<u>14,104.12</u>

	<u>Previous Ten Years</u>	
2022	8652.44	
2021	7510.46	2016 8711.96
2020	2800.40	2015 9465.96
2019	9746.97	2014 7888.26
2018	9712.08	2013 7539.92
2017	10474.15	2012 7747.96

In 2021 the Auxiliary Police hourly rate increased from \$13.25 to \$18.00

Requesting approval to transfer this amount from the Tourism Tax Fund back into the General Fund to pay for these expenses.



RESOLUTION NO. 13-24

**RESOLUTION ACCEPTING EASEMENT DEDICATION FROM
TOLEDO, PEORIA & WESTERN RAILWAY CORP. FOR FLINT AVENUE
EXTENSION PROJECT**

WHEREAS, the Village of Morton intends to construct certain improvements to extend Flint Avenue northerly to connect to Agriculture Drive, and

WHEREAS, the extension of Flint Avenue will require the Village of Morton to cross the property of the Toledo, Peoria & Western Railway Corp., and

WHEREAS, Toledo, Peoria & Western Railway Corp. has proposed an easement to allow the Village of Morton to construct requirement improvements over and across the property of Toledo, Peoria & Western Railway Corp.,, which the Village of Morton desires to accept.

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

1. The easement in the form as attached to this agreement as Exhibit A is accepted and approved; and
2. The President of the Board of Trustees and the Clerk are authorized to execute any further instruments which may be required to accept the dedication of the easement in accordance with Exhibit A.

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

PASSED AND APPROVED at a regular meeting of the President and Board of Trustees of the Village of Morton, Tazewell County, Illinois, this _____ day of _____, 2023; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 2023.

President

ATTEST:

Village Clerk

EASEMENT AGREEMENT

KNOW ALL TO WHOM THESE PRESENTS COME:

THIS EASEMENT AGREEMENT (“Easement Agreement”) is made and entered into this _____ day of _____ 2022 (“**Effective Date**”), by and between **Toledo, Peoria & Western Railway, Corp.**, a Delaware corporation whose address is C/O Genesee & Wyoming Railroad Services, Inc., 13901 Sutton Park Drive South, Suite 270, Jacksonville, FL 32224, hereinafter “**Grantor**” and the **Village of Morton**, a municipality in the county of Tazewell, Illinois, whose address is 120 N. Main St., Morton, IL, 61550, hereinafter “**Grantee**”.

WHEREAS, Grantor owns an interest in a certain parcel of real property situated at or near the vicinity of the Village of Morton, County of Tazewell, State of Illinois, as described on Exhibit A attached hereto and made a part hereof; and

WHEREAS, The land described in **Exhibit A** and depicted on the Plat attached in **Exhibit B** shall collectively be referred to herein as the “**Premises**” consisting of the following, more or less:

- Parcel 1, Permanent Easement for Highway Right of Way Purposes (0.279 Acres)
- Parcel 2 (contained within Parcel 1) for Grantee’s sanitary sewer pipeline and storm drain in the location depicted in **Exhibit C**.

All described as the Flint Avenue Extension Project (the “**Transportation Project**”); and

WHEREAS, Grantee has requested that Grantor grant to Grantee a permanent easement in, under, over, on, upon, across, or through the Premises as described in **Exhibit A** and **Exhibit B** (the “**Easement**”); and

WHEREAS, the rights granted under the Easement is limited to the Easement Purpose as set forth in Section 1.1 and are subject to all other restrictions, reservations, exclusions and conditions set forth in this Easement Agreement.

NOW, THEREFORE, for and in consideration of the foregoing recitals which are incorporated herein, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Easement Purposes and Granting of Easements.

1.1 Easement Purpose. The purpose of the Easements shall be to make improvements required for the extension of Flint Avenue as provided for under this Easement Agreement in, under, over, on, upon, across, or through the parcels of land described on **Exhibit A** and **Exhibit B** (the “**Easement Purpose**”). Any improvements to be constructed in connection with the Easement Purposes are referred to herein as “**Improvements**” and shall be designed, constructed, located, configured and maintained by Grantee in strict accordance with the terms of this Easement Agreement.

1.2 Grant.

- a. To the extent of its right, title and interest in the Premises, Grantor does hereby release, remise, and forever quitclaim unto Grantee, its successors and assigns a non-exclusive, perpetual easement in, under, over, on, upon, across, and through the parcels of land described on **Exhibit A** and **Exhibit B** for the Permanent Easement Purpose and for no other purpose.
- b. The Easement is granted subject to any and all restrictions, covenants, easements, licenses, permits, leases, rights of way, and other encumbrances of whatsoever nature whether or not of record, if any, relating to the Premises and subject to all applicable federal, state and local laws, regulations, ordinances, restrictions, covenants and court or administrative decisions and orders, including Environmental Laws (defined below) and zoning laws (collectively, "**Laws**"). Grantor may not make any alterations or improvements or perform any maintenance or repair activities within the Premises except in accordance with this Easement Agreement.
- c. Grantor has agreed to grant Grantee such Easement, subject to the terms and conditions set forth in this Easement Agreement as if fully set forth in this instrument which terms shall be in full force and effect for purposes of the Easement, unless the Transportation Project is abandoned.

1.3 Reservations by Grantor.

- a. Grantor excepts and reserves the right, to be exercised by Grantor and any other parties who may obtain written permission or authority from Grantor to install, construct, maintain, renew, repair, replace, use, operate, change, modify and relocate any existing or new pipe, power, communication, cable, or utility lines and appurtenances and other facilities or structures of like character (collectively, "**Lines**") upon, over, under or across the Premises, so long as such does not interfere with Grantee's use of the Easement for the Easement Purposes.
- b. Grantor excepts and reserves the right, to be exercised by Grantor and any other parties who may obtain written permission or authority from Grantor to install, construct, maintain, renew, repair, replace, use, operate, change, modify and relocate any tracks or additional facilities or structures upon, over, under or across the Premises, so long as such does not interfere with Grantee's use of the Easements for the Easement Purposes.
- c. By its acceptance of this Easement Agreement, the Grantee: (1) acknowledges that the Premises is located within an operating railroad right-of-way; (2) Grantee agrees that the Premises are conveyed subject to the reduction in use and enjoyment and inconveniences, including noise, vibrations and odors, which may result from rail operations on adjacent or nearby properties; and (3) Grantee covenants and agrees to take such actions and implement such safeguards as are reasonable to prevent its employees, agents, representatives, customers, invitees, or other third parties from crossing or otherwise coming onto the railroad right of way abutting each boundary of the Premises.
- d. Grantor reserves all rights relating to the operation of its railroad and any other railroad operating over Grantor's tracks and right of way. No rights granted to Grantee shall impede,

impair or otherwise impact Grantor's right to construct trackage and operate its railroad through any parcel of land described in Exhibit A and Exhibit B of this Easement Agreement. In the interest of public safety and aiding in the continued motor vehicle access through Flint Avenue, Grantee, at its sole cost and expense, shall install, with Grantor's review and approval of any plans and/or contractors, a public road crossing on, under or over the Grantor's right of way if Grantor exercises its right reserved herein to construct trackage through the Premises.

Section 2. Term of Easement. The term of the Permanent Easement shall be perpetual.

Section 3. Compensation for Easement. Grantee shall pay Grantor, prior to the Effective Date, the sum of Thirty Thousand US Dollars (\$30,000.00) as compensation for the grant of the Easement.

Section 4. No Warranty; Indemnity.

4.1 No Warranty of Any Conditions of the Premises. Grantee acknowledges that Grantor has made no representation whatsoever to Grantee concerning the state or condition of the Premises, or any personal property located thereon, or the nature or extent of Grantor's ownership interest in the Premises. Grantee has not relied on any statement or declaration of Grantor, oral or in writing, as an inducement to entering into this Easement Agreement, other than as set forth herein. **GRANTOR HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, AS TO THE DESIGN OR CONDITION OF ANY PROPERTY PRESENT ON OR CONSTITUTING THE PREMISES, ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF ANY SUCH PROPERTY, OR THE CONFORMITY OF ANY SUCH PROPERTY TO ITS INTENDED USES. GRANTOR SHALL NOT BE RESPONSIBLE TO GRANTEE OR ANY OF GRANTEE'S CONTRACTORS FOR ANY DAMAGES RELATING TO THE DESIGN, CONDITION, QUALITY, SAFETY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY PROPERTY PRESENT ON OR CONSTITUTING THE PREMISES, OR THE CONFORMITY OF ANY SUCH PROPERTY TO ITS INTENDED USES. GRANTEE ACCEPTS ALL RIGHTS GRANTED UNDER THIS EASEMENT AGREEMENT IN THE PREMISES IN AN "AS IS, WHERE IS" AND "WITH ALL FAULTS" CONDITION, AND SUBJECT TO ALL LIMITATIONS ON GRANTOR'S RIGHTS, INTERESTS AND TITLE TO THE PREMISES.** Grantee has inspected or will inspect the Premises and enters upon Grantor's rail corridor and property with knowledge of its physical condition and the danger inherent in Grantor's rail operations on or near the Premises. Grantee acknowledges that this Easement Agreement does not contain any implied warranties that Grantee or Grantee's Contractors (as hereinafter defined) can successfully construct or operate the Improvements.

4.2 Indemnity. TO THE FULLEST EXTENT PERMITTED BY LAW, GRANTEE HEREBY RELEASES, AND SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS GRANTOR, ITS PARENTS, SUBSIDIARIES AND AFFILIATES, AND THE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS OF EACH (THE "GRANTOR INDEMNITEES") FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, JUDGMENTS AND EXPENSES

(INCLUDING, WITHOUT LIMITATION, COURT COSTS AND ATTORNEYS' FEES) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON (INCLUDING, WITHOUT LIMITATION, THE EMPLOYEES OF THE PARTIES HERETO) OR ENTITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART) (I) THE USE, OCCUPANCY OR PRESENCE OF GRANTEE, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, INVITEES, AGENTS OR OTHER THIRD-PARTIES NOT ACTING ON GRANTOR'S BEHALF IN, ON, OR ABOUT THE PREMISES, (II) THE PERFORMANCE, OR FAILURE TO PERFORM BY THE GRANTEE, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR AGENTS, ITS WORK OR ANY OBLIGATION UNDER THIS AGREEMENT, (III) THE SOLE OR CONTRIBUTING ACTS OR OMISSIONS OF GRANTEE, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, INVITEES, AGENTS OR OTHER THIRD-PARTIES NOT ACTING ON GRANTOR'S BEHALF IN, ON, OR ABOUT THE PREMISES, (IV) GRANTEE'S BREACH OF THE TEMPORARY CONSTRUCTION EASEMENT OR PERMANENT EASEMENT GRANTED TO GRANTEE PURSUANT TO THIS EASEMENT AGREEMENT, (V) ANY CLAIM ARISING UNDER OR RELATED TO ENVIRONMENTAL LAWS AS HEREINAFTER DEFINED IN SECTION 7, (VI) ANY RIGHTS OR INTERESTS GRANTED TO GRANTEE PURSUANT TO THE TEMPORARY CONSTRUCTION EASEMENT, THE PERMANENT EASEMENT AND/OR IN THIS EASEMENT AGREEMENT, OR (VII) GRANTEE'S OCCUPATION AND USE OF GRANTOR'S PROPERTY OR RIGHT- OF-WAY INCLUDING, WITHOUT LIMITATION, SUBSEQUENT MAINTENANCE OF THE IMPROVEMENTS BY GRANTEE. THE LIABILITY ASSUMED BY GRANTEE WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE CLAIM, DAMAGE, DESTRUCTION, INJURY OR DEATH WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF THE GRANTOR INDEMNITEES, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE INTENTIONAL MISCONDUCT, WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF THE GRANTOR INDEMNITEES.

Section 5. Nature of Grantors' Interest in the Premises. GRANTOR DOES NOT WARRANT TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND GRANTEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE. The conveyance herein of the Easement shall be by quitclaim only. In case of the eviction of Grantee by anyone owning or claiming title to or any interest in the Premises, or by the abandonment by Grantor of the affected rail corridor, Grantor shall not be liable to refund Grantee any compensation paid hereunder.

Section 6. Improvements.

6.1 General Requirements/Contractors. Grantee shall take, in a timely manner, all actions necessary and proper to the lawful establishment, construction, operation, and maintenance of the Improvements, including such actions as may be necessary to obtain any required permits, approvals or authorizations from applicable governmental authorities. Notwithstanding anything herein to the contrary, all materials and workmanship employed in the Construction, installation, use, maintenance, repair, and operation of the Improvements shall be subject to the approval of Grantor's General Manager or another authorized representative. Any work to be performed by or for Grantee shall require each contractor before coming upon the Premises or any other property of Grantor, to obtain from Grantor's authorized representative a right of entry agreement in

Grantor's then-current format for occupancy and use of the Premises and to ascertain and comply with Grantor's requirements for clearances, operation, and its general safety regulations. Grantor may furnish each contractor or Grantee, at such contractor or Grantee's sole cost and expense, protective services and devices, including, but not limited to, switch tenders, flagmen, or watchmen, as Grantor may deem desirable for the safety and continuity of railroad traffic during the work. Each contractor shall be required by Grantee to prepay Grantor for such protective services and devices furnished to the contractor. Grantee shall withhold final payment to its contractor or contractors until Grantor has notified Grantee that all such bills have been settled.

6.2 Drainage. Any and all cuts and fills, excavations or embankments necessary in the Construction, maintenance, or future alteration of the Improvements shall be made and maintained in such manner, form and extent as will provide adequate drainage of and from the adjoining lands and premises of Grantor; and wherever any such fill or embankment shall or may obstruct the natural and pre-existing drainage from such lands and premises of Grantor, Grantee shall construct and maintain such culverts or drains as may be requisite to preserve such natural and pre-existing drainage, and shall also wherever necessary, construct extensions of existing drains, culverts or ditches through or along the premises of Grantor, such extensions to be of adequate sectional dimensions to preserve the present flowage of drainage or other waters, and of materials and workmanship equally as good as those now existing. Grantee, by acceptance of the Easement, hereby covenants that it, its successors, heirs, legal representatives or assigns shall maintain the existing drainage on the Premises in such a manner as not to impair adjacent railroad operating property drainage and not to redirect or increase the quantity or velocity of surface water runoff or any streams into Grantor's drainage system or upon the railroad operating property or other lands and facilities of Grantor. If the Premises or existing drainage are modified or improved, Grantee agrees to construct and maintain, in accordance with all applicable statutes, ordinances, building and subdivision codes, covenants and restrictions, an adequate drainage system from the Premises to the nearest public or non-Grantor owned drainage or storm sewer system, in order to prevent the discharge of roof, surface, stream and other drainage waters upon railroad operating property or other adjacent lands and facilities of Grantor.

6.3 Other Improvements. In the event any Construction, repair, maintenance, work or other use of the Premises by Grantee will affect any Lines, fences, buildings, improvements or other facilities (collectively, "**Other Improvements**"), unless encompassed as part of the Improvements to be made pursuant to the Construction and Maintenance Agreement (# 34897). Grantee shall, prior to undertaking any such work, request Grantor's approval in writing. Grantor shall provide notice of approval or rejection of any additional proposed work to Grantee in writing within fifteen (15) days of written request by Grantee. Grantor's approval shall not be unreasonably withheld, delayed or conditioned. Grantee will be responsible at Grantee's sole risk to locate and make any adjustments necessary to such Other Improvements for all work. Grantee must contact the owner(s) of the Other Improvements notifying them of any work that may damage these Other Improvements and/or interfere with their service and obtain the owner's written approval prior to so affecting the Other Improvements. Grantee must mark all Other Improvements on the plans and specifications and mark such Other Improvements in the field in order to verify their locations. Grantee must use all reasonable methods when working on or near Grantor's property to determine if any Other Improvements (fiber optic, cable, communication or otherwise) may exist.

6.4 Fencing. Grantee, by the acceptance of the Easement, hereby covenants and agrees

with Grantor that Grantor shall not be required to erect or maintain any fences, railings or guard rails along any boundary lines between the Premises and the adjacent land(s) of Grantor or of any other company affiliated with Grantor; or be liable for or required to pay any part of the cost or expense of erecting or maintaining such fences, railings or guard rails or any part thereof; or be liable for any damage, loss or injury that may result by reason of the nonexistence or the condition of any fences, railings or guard rails. Grantee assumes all liability and responsibility respecting fences, railings or guard rails, or the absence thereof and shall indemnify Grantor Indemnitees pursuant to Section 4.2 of this Easement Agreement from any claim arising under this Section 6.4.

6.5 Slope. Grantee, by acceptance of the Easement, hereby covenants that it, its successors, and assigns, shall maintain that portion of the existing slope located on the Premises in such a manner as to ensure that the slope does not fall, slide or otherwise trespass, upon the railroad tracks, operating corridor, roadbed, or other lands and facilities of Grantor.

6.6 Noise. Grantee, its successors or assigns, by acceptance of the Easement, hereby covenants and agrees with Grantor that Grantor shall not be required to erect or maintain any noise abatement or sound reduction structures along any boundary lines between the Premises and the adjacent land(s) of Grantor or of any other company affiliated with Grantor; or be liable for or required to pay any part of the cost or expense of erecting or maintaining such noise abatement or sound reduction structures or any part hereof; or be liable for any damage, loss or injury that may result by reason of the non-existence or the condition of any noise abatement or sound reduction structures. Grantee assumes all liability and responsibility respecting noise abatement or sound reduction structures and shall indemnify Grantor Indemnitees pursuant to Section 4.2 of this Easement Agreement from any claim arising under this Section 6.6.

6.7 Explosives. Grantee agrees to keep the Premises free and clear from explosive materials, which shall not include materials or fuels actively in use or located in a motor vehicle or equipment fuel tank or engine, unless such materials are required for the Improvements in which case Grantee shall provide advance notice to Grantor that there will be explosive materials present on the Premises.

6.8 Weeds / Vegetation Control. Grantee shall cut and remove or cause to be cut and removed at its sole expense accumulating weeds and vegetation on the Premises, said work of cutting and removal to be done at such times and with such frequency as to comply with Grantor's requirements and local laws and regulations and abate any and all hazard of fire. Such obligation shall only be in effect for each Easement area so long as the respective Easement for that area remains in effect.

Section 7. Environmental.

7.1 Compliance with Environmental Laws. Grantee shall strictly comply with all federal, state and local environmental Laws in its use of the Premises, including, but not limited to, the Resource Conservation and Recovery Act, as amended (RCRA), the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) and the Toxic Substances Control Act (collectively referred to as the "**Environmental Laws**"). Grantee shall not maintain a "treatment," "storage," "transfer" or "disposal" facility, or "underground storage tank," as those terms are defined by Environmental Laws, on the Premises. Grantee shall not handle, transport, release or suffer the release of "hazardous waste" or "hazardous substances", as "hazardous waste" and "hazardous substances" may now or in the future be defined by any Environmental Laws.

7.2 Notice of Release. Grantee shall give Grantor immediate notice of any release of hazardous substances on or from the Premises, violation of Environmental Laws, or inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Grantee's use of the Premises. Grantee shall use its best efforts to promptly respond to any release on or from the Premises. Grantee also shall give Grantor immediate notice of all measures undertaken on behalf of Grantee to investigate, remediate, respond to or otherwise cure such release or violation.

7.3 Remediation of Release. In the event that Grantor has notice from Grantee or otherwise of a release or violation of Environmental Laws by Grantee or their agent, contractor, or sub-contractor, which occurred or may occur during the term of this Easement Agreement, Grantor may require Grantee, at Grantee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises. If during the construction or subsequent maintenance of the Improvements, soils or other materials considered to be environmentally contaminated are exposed within the Easement Area, Grantee will remove and safely dispose of said contaminated soils. Determination of soils contamination and applicable disposal procedures thereof, will be made only by an agency having the capacity and authority to make such a determination.

7.4.1 Preventative Measures. Grantee shall promptly report to Grantor in writing any conditions or activities upon the Premises known to Grantee which create a substantial risk of harm to persons, property or the environment and shall take whatever action is necessary to prevent injury to persons or property arising out of such conditions or activities; provided, however, that Grantee's reporting to Grantor shall not relieve Grantee of any obligation whatsoever imposed on it by this Easement Agreement. Grantee shall promptly respond to Grantor's request for information regarding said conditions or activities.

Section 8. Miscellaneous.

8.1 All questions concerning the interpretation or application of provisions of this Easement Agreement shall be decided according to the substantive Laws of the State of Illinois without regard to conflicts of law provisions.

8.2 This instrument and all of the terms, covenants and provisions hereof shall inure to the benefit of and be binding upon each of the parties hereto and their respective legal representatives, successors and assigns and shall run with and be binding upon the Premises.

8.3 If any action at law or in equity is necessary to enforce or interpret the terms of this Easement Agreement, the prevailing party or parties shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party or parties may be entitled.

8.4 If any provision of this Easement Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision will be fully severable and this Easement Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions hereof will remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision herein, there will be added automatically as a part of this Easement Agreement a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

8.5 This Easement Agreement is the full and complete agreement between Grantor and

Grantee with respect to all matters relating to Grantee's use of the Premises and supersedes any and all other agreements between the parties hereto relating to Grantee's use of the Premises as described herein and the subject matter hereof. However, nothing herein is intended to terminate any surviving obligation of Grantee or Grantee's obligation to defend and hold Grantor harmless in any prior written agreement between the parties.

8.6 Time is of the essence for the performance of this Easement Agreement.

8.7 Grantee's indemnity obligations shall survive the expiration or termination of this Agreement, along with any other right or obligation hereunder that is, by its express terms or nature and context, intended to survive.

Exhibit A

Permanent Easement

The following parcels shall constitute the Easement as described in the Easement Agreement. Any improvements or work performed within the Easement shall be subject to the review and prior written approval of Grantor. Improvements and the performance of any work within the Easement shall not interfere with railroad operations. Grantor and Grantee, for themselves and their respective successors and assigns, hereby agree that the ability to use, operate and maintain the railroad tracks and the highway shall not be impaired in the exercise of any rights granted under the Easement.

PART OF P.I.N.'S 06-06-19-500-001 and 06-06-19-500-002

A PART OF THE FRACTIONAL NORTHWEST QUARTER AND A PART OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 25 NORTH, RANGE 3 WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER, THENCE SOUTH 01 DEGREES 12 MINUTES 21 SECONDS EAST, ALONG THE EAST LINE OF SAID NORTHWEST QUARTER, SAID LINE ALSO BEING THE WEST LINE OF SAID NORTHWEST QUARTER, SAID LINE ALSO BEING THE EXISTING WESTERLY RIGHT OF WAY LINE OF FLINT AVENUE, 1,480.22 FEET TO A POINT BEING ON THE EXISTING NORTHERLY RIGHT OF WAY LINE OF THE TOLEDO, PEORIA & WESTERN RAILWAY, AS THE POINT OF BEGINNING OF THE PROPOSED LEASE AREA;

THENCE NORTH 80 DEGREES 17 MINUTES 24 SECONDS EAST, ALONG SAID EXISTING NORTHERLY RIGHT OF WAY LINE, 91.00 FEET; THENCE SOUTH 01 DEGREE 12 MINUTES 21 SECONDS EAST, 101.11 FEET TO A POINT ON THE EXISTING SOUTHERLY RIGHT OF WAY LINE OF SAID TOLEDO, PEORIA & WESTERN RAILWAY; THENCE SOUTH 80 DEGREES 17 MINUTES 24 SECONDS WEST, ALONG SAID EXISTING SOUTHERLY RIGHT OF WAY LINE, 121.33 FEET; THENCE NORTH 01 DEGREE 12 MINUTES 21 SECONDS WEST, 101.11 FEET TO A POINT BEING ON SAID EXISTING NORTHERLY RIGHT OF WAY LINE, THENCE NORTH 80 DEGREES 17 MINUTES 24 SECONDS EAST, ALONG SAID EXISTING NORTHERLY RIGHT OF WAY LINE, 30.33 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.279 ACRES, MORE OR LESS.

Exhibit B

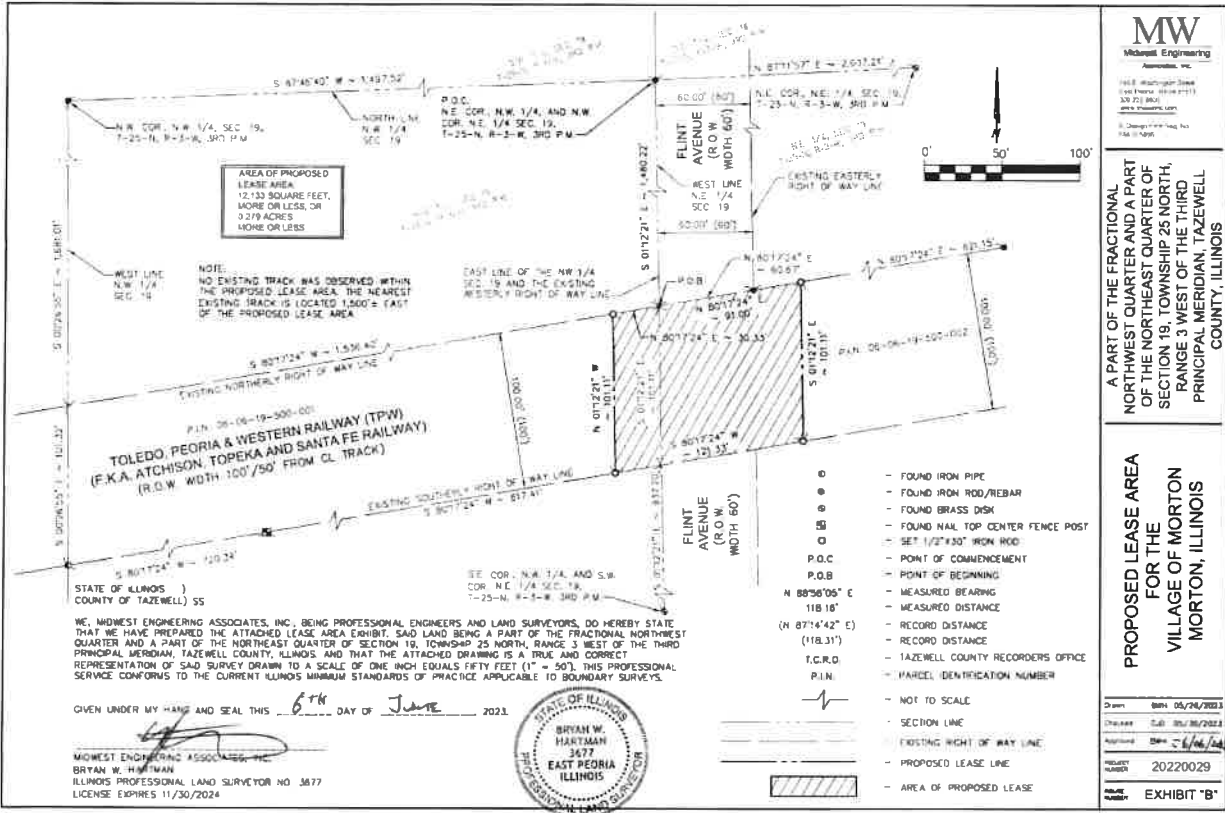


Exhibit C

(Attached)

#TPWR230823895

RESOLUTION NO. 14-24

RESOLUTION APPROPRIATING FUNDS AND AUTHORIZING MATCHING FUNDS AGREEMENT WITH IDOT FOR FLINT AND ERIE IMPROVEMENTS

WHEREAS, the Village of Morton is proposing to reconstruction 0.5 miles of Flint Avenue north of Illinois 98 and construct intersection improvements at Erie Avenue and Flint Avenue; and

WHEREAS, the above stated improvements will necessitate the use of funding provided through the Illinois Department of Transportation (IDOT); and

WHEREAS, the use of these funds requires a joint funding agreement (AGREEMENT) with IDO; and

WHEREAS, the improvements require matching funds; and

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

Section One: The Board of Trustees hereby appropriates \$3,328,760.00 or as much as may be needed to match the required funding to complete the proposed improvements from the General Fund and furthermore agree to pass a supplemental resolution if necessary to appropriate additional funds for complete of the project.

Section Two: The Director of Public Works is hereby authorized to execute an AGREEMENT with IDOT for the above-mentioned project, attached hereto as Exhibit A.

Section Three: The resolution will become Attachment 3 of the AGREEMENT.

Section Four: The Village Clerk of the Village of Morton is directed to transmit three(3) copies of the AGREEMENT and Resolution to IDOT District 4 Bureau of Local Roads and Streets.

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

PASSED AND APPROVED at a regular meeting of the President and Board of Trustees of the Village of Morton, Tazewell County, Illinois, this _____ day of _____, 2023; and upon roll call the vote was as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

APPROVED and **ADOPTED** by the Village President and Board of Trustees of the Village of Morton,
this _____ day of _____, 2023.

President

ATTEST:

Village Clerk

CERTIFICATION

I, Zo M. Evans, the Village Clerk in and for the Village of Morton, Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the forgoing to be a true, perfect and complete copy of the resolution adopted by the Board of Trustees at its meeting on the _____ day of _____, 2023.

IN TESTIMONY WHEREOF, I have unto set my hand and seal this _____ day of _____, 2023

Zo M. Evans

LOCAL PUBLIC AGENCY

Local Public Agency		County	Section Number
City of Morton		Tazewell	23-00131-00-PV
Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
EDP/TARP	N/A	N/A	N/A

Construction

State Job Number	Project Number
C-94-028-24	

State-Let Construction
 Locally Let Construction
 Construction Engineering
 Utilities
 Railroad Work

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LPA jointly propose to improve the designated location as described below. The improvement shall be consulted in accordance with plans prepared by, or on behalf of the LPA and approved by the STATE using the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "FHWA".

LOCATION

Local Street/Road Name	Key Route	Length	Stationing	
			From	To
Erie AVE		0.07	00.55	00.62

Location Termini
0.1 mi N of IL 98

Current Jurisdiction	Existing Structure Number(s)	Add Location
City of Morton	N/A	

LOCATION

Local Street/Road Name	Key Route	Length	Stationing	
			From	To
Flint AVE		0.50	00.00	00.50

Location Termini
Agricultural DR to ILL 98

Current Jurisdiction	Existing Structure Number(s)	Add Location
City of Morton	N/A	

LOCATION

Local Street/Road Name	Key Route	Length	Stationing	
			From	To
Agricultural DR		0.25	00.00	00.25

Location Termini
Flint AVE to Erie AVE

Current Jurisdiction	Existing Structure Number(s)	Add Location
City of Morton		

PROJECT DESCRIPTION

Project consists of intersection improvements at Erie Avenue and Flint Avenue and the reconstruction of Flint Avenue. Improvements include PCC Pavement widening, new PCC pavement, curb and gutter, storm sewer, traffic signals, HMA pavement.

LOCAL PUBLIC AGENCY APPROPRIATION - REQUIRED FOR STATE LET CONTRACTS

By execution of this Agreement the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum.

METHOD OF FINANCING - (State-Let Contract Work Only)

Check One

METHOD A - Lump Sum (80% of LPA Obligation _____)

Lump Sum Payment - Upon award of the contract for this improvement, the LPA will pay the STATE within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the LPA's estimated obligation incurred under this agreement. The LPA will pay to the STATE the remainder of the LPA's obligation (including any nonparticipating costs) in a lump sum within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.

METHOD B - _____ Monthly Payments of _____ due by the _____ of each successive month.

Monthly Payments - Upon award of the contract for this improvement, the LPA will pay to the STATE a specified amount each month for an estimated period of months, or until 80% of the LPA's estimated obligation under the provisions of the agreement has been paid. The LPA will pay to the STATE the remainder of the LPA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

METHOD C - LPA's Share _____ divided by estimated total cost multiplied by actual progress payment.

Progress Payments - Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LPA will pay to the STATE within thirty (30) calendar days of receipt, an amount equal to the LPA's share of the construction cost divided by the estimated total cost multiplied by the actual payment (appropriately adjust for nonparticipating costs) made to the contractor until the entire obligation incurred under this agreement has been paid.

Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C shall allow the STATE to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the STATE to the LPA on this or any other contract. The STATE at its sole option, upon notice to the LPA, may place the debit into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.

THE LPA AGREES:

1. To acquire in its name, or in the name of the STATE if on the STATE highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the LPA shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the LPA, the STATE, and the FHWA if required.
2. To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.
3. To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
4. To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional addendum is required.
5. To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by addendum referred to in item 4 above) in a manner satisfactory to the STATE and the FHWA.
6. To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
7. To maintain for a minimum of 3 years after final project close out by the STATE, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract. The contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General and the STATE. The LPA agrees to cooperate fully with any audit conducted by the Auditor General, the STATE, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish presumption in favor of the STATE for recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
8. To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
9. To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the FHWA.
10. To provide or cause to be provided all of the initial funding, equipment, labor, material, and services necessary to complete locally administered portions of the project.
11. (Railroad Related Work) The LPA is responsible for the payment of the railroad related expenses in accordance with the LPA/ railroad agreement prior to requesting reimbursement from the STATE. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets Office. Engineer's Payment Estimates shall be in accordance with the Division of Cost.

12. Certifies to the best of its knowledge and belief that it's officials:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.
13. To include the certifications, listed in item 12 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
14. That execution of this agreement constitutes the **LPA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
15. That for agreements exceeding \$100,000 in federal funds, execution of this agreement constitutes the LPA's certification that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or any employee of a member of congress in connection with the awarding of any federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form - LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
 - c. The LPA shall require that the language of this certification be included in the award documents for all subawards (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly
16. To regulate parking and traffic in accordance with the approved project report.
17. To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
18. To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.

THE STATE AGREES:

1. To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the **LPA's** certification of compliance with Title II and III Requirements.
2. To receive bids for construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement after receipt of a satisfactory bid.
3. To provide all initial funding and payments to the contractor for construction work let by the **STATE**. The **LPA** will be invoiced for their share of contract costs per the method of payment selected under Method of Financing based on the Division of Costs shown on Addendum 2.
4. For agreements with federal and/or state funds in construction engineering, utility work and/or railroad work:
 - a. To reimburse the **LPA** for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the **LPA**;
 - b. To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the **STATE**.

IT IS MUTUALLY AGREED:

1. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions
2. That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.
3. This agreement shall be binding upon the parties, their successors, and assigns.
4. For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The **LPA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved

program, the **STATE** may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S. C 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.). In the absence of a USDOT - approved **LPA DBE Program** or on **state** awarded contracts, this agreement shall be administered under the provisions of the **STATE'S** USDOT approved Disadvantaged Business Enterprise Program.

5. In cases where the **STATE** is reimbursing the **LPA**, obligation of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable federal funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
6. All projects for the construction of fixed works which are financed in whole or in part with funds provided by this agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of the act exempt its application.

FISCAL RESPONSIBILITIES:

1. **Reimbursement Requests:** For reimbursement requests the **LPA** will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.
2. **Financial Integrity Review and Evaluation (FIRE) program:** **LPA's** and the **STATE** must justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months. To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the **STATE** within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.
3. **Final Invoice:** The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, whichever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice for engineering projects.
4. **Project Closeout:** The **LPA** shall provide the final report to the appropriate **STATE** district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
5. **Project End Date:** The period of performance (end date) for state and federal obligation purposes is five (5) years for projects under \$1,000,000 or seven (7) years for projects over \$1,000,000 from the execution date of the agreement.

Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.

6. **Single Audit Requirements:** If the **LPA** expends \$750,000 or more a year in federal financial assistance, they shall have an audit made in accordance with 2 CFR 200. **LPA's** expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (IDOT's Office of Internal Audit, Room 201, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the **LPA's** fiscal year. The ALN number for all highway planning and construction activities is 20.205. Federal funds utilized for construction activities on projects let and awarded by the **STATE** (federal amounts shown as "Participating Construction" on Addendum 2) are not included in a **LPA's** calculation of federal funds expended by the **LPA** for Single Audit purposes..
7. **Federal Registration:** **LPA's** are required to register with the System for Award Management or SAM, which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/SAM/>

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this agreement.

<input checked="" type="checkbox"/>	1.	Location Map
<input checked="" type="checkbox"/>	2.	Division of Cost
<input checked="" type="checkbox"/>	3.	Addendum # 3 Changes in Agreement Provisions
<input checked="" type="checkbox"/>	4.	EDP Award Letter
<input checked="" type="checkbox"/>	5.	EDP-TARP Award Letter

*Appropriation and signature authority resolution must be in effect on, or prior to, the execution date of the agreement.

The LPA further agrees as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this agreement and all Addenda indicated above.

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

Title of Official

Signature

Date

<input type="text"/>	<input type="text"/>
----------------------	----------------------

The above signature certifies the agency's TIN number is

376002167 conducting business as a Governmental Entity.

DUNS Number 082089939

UEI _____

APPROVED

State of Illinois

Department of Transportation

Omer Osman, P.E., Secretary of Transportation

Date

<input type="text"/>	<input type="text"/>
----------------------	----------------------

By:

George A. Tapas, P.E., S.E., Engineer of Local Roads & Streets

Date

<input type="text"/>	<input type="text"/>
----------------------	----------------------

Stephen M. Travia, P.E., Director of Highways PI/Chief Engineer

Date

<input type="text"/>	<input type="text"/>
----------------------	----------------------

Yangu Kim, Chief Counsel

Date

<input type="text"/>	<input type="text"/>
----------------------	----------------------

Vicki Wilson, Chief Fiscal Officer

Date

<input type="text"/>	<input type="text"/>
----------------------	----------------------

NOTE: A resolution authorizing the local official (or their delegate) to execute this agreement and appropriation of local funds is required to be attached as an addendum. The resolution must be approved prior to, or concurrently with, the execution of this agreement. If BLR 09110 or BLR 09120 are used to appropriate local matching funds, attach these forms to the signature authorization resolution.

Please check this box to open a fillable Resolution Form within this Addenda.

Source: Esri, NASA, NGA, USGS, FEMA, County of Peoria, Missouri Dept. of Conservation, Missouri DNR, Esri, HERE, Garmin, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, Indiana Map (www.indianamap.org)

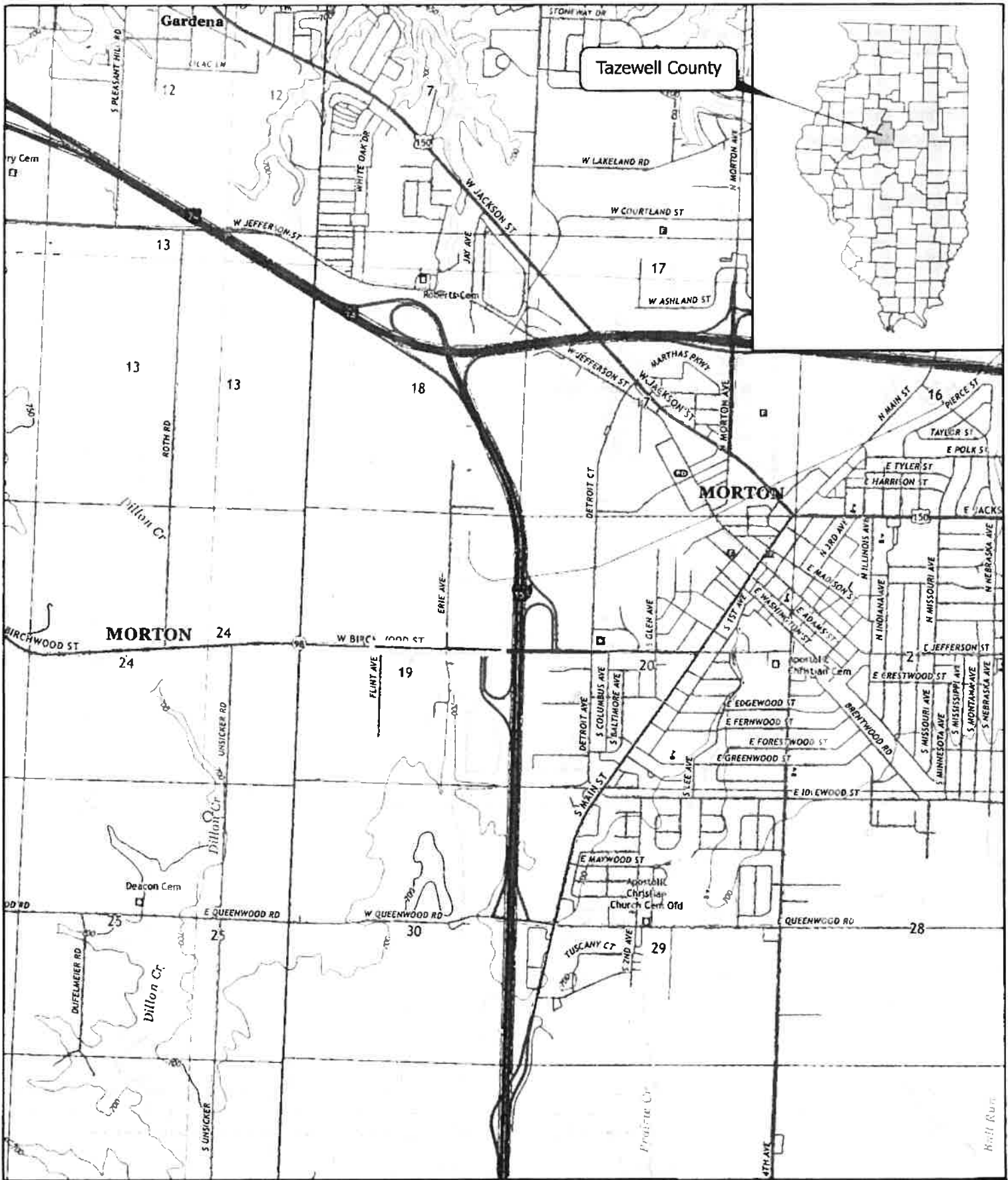
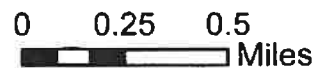


Figure 1 Project Location

ESR

IL 98 Intersecting Improvement
Tazewell County, Illinois

ESR Limits



Hanson No. 21L0228

Created: 1/11/2023

Addendum # 3

CHANGES IN AGREEMENT PROVISIONS
FORM BLR 05310C - STATE FUNDS ONLY

WHEREAS, it is necessary to revise certain portions of the Agreement.

BE IT MUTUALLY AGREED that the following shall be revised as follows:

Delete all references to the Federal Highway Administration (FHWA) and specific federal requirements.

METHOD OF FINANCING – (State-Let Contract Work Only)

Delete entire section.

THE STATE AGREES:

Delete Articles 1, 2, and 3.

Revise the first sentence in Article 4 to read: "For agreements with State funds in construction, construction engineering utility work, and/or railroad work:"

BE IT MUTUALLY AGREED that all remaining provisions of the original agreement not altered by this addendum shall remain in full force and effect.



Illinois Department of Transportation

Office of Highways Project Implementation / Bureau of Local Roads & Streets
2300 South Dirksen Parkway / Room 205 / Springfield, Illinois / 62764

July 25, 2023

The Honorable Jeff Kaufman
Village of Morton
120 North Main Street
Morton, IL, 61550

Dear Mr. Kaufman,

The Illinois Department of Transportation is pleased to inform you that your project has been selected for state fiscal year 2024 Truck Access Route Program (TARP) funding. The project includes improvements to Flint Avenue from the intersection at Illinois Route 98 northly 2,300 feet. The intersection at Erie Avenue and Illinois Route 98 is not eligible as it is not part of the TARP route improvement. Congratulations on your successful application.

The state commitment for this project will not exceed \$61,240. The TARP funding is available now. Every effort should be made to obligate these funds during state fiscal year 2024 which ends June 30, 2024.

Please contact Mr. Tony Sassine District 4 Local Roads Engineer at (309) 671-3690 to discuss program requirements and preparation of any agreements and / or contracts. Projects located within a Metropolitan Planning Organization (MPO) planning boundary are required to be listed in the local MPO's Transportation Improvement Program (TIP). Questions regarding the TARP may be directed to Holly Primm in the Central Bureau of Local Roads and Streets at (217) 782-1662.

Sincerely,

A handwritten signature in black ink, appearing to read 'G. Tapas'.

George A. Tapas, P.E., S.E.
Engineer of Local Roads and Streets

cc: Tony Sassine, IDOT District 4 Local Roads Engineer
Craig Loudermilk, Village of Morton
File



Illinois Department of Transportation

Office of the Secretary
2300 South Dirksen Parkway / Springfield, Illinois / 62764
Telephone 217/782-5597

March 7, 2023

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

Dear Mr. Loudermilk:

Thank you for your application requesting Economic Development Program (EDP) funding for the Precision Planting Erie Avenue/Flint Avenue/Agricultural Drive improvement project in Morton, Illinois. The Village of Morton is sponsoring Precision Planting, LLC which will expand its current warehousing and distribution facility. Precision Planting agrees to add 29 permanent new full-time employees and retain 126 current full-time employees as part of its expansion at the facility located on Erie Avenue in Morton, Illinois. The anticipated revenue generated by this facility will help maintain a strong economic employment base for the Village of Morton and Tazewell County.

The Illinois Department of Transportation (IDOT) is pleased to inform you that IDOT will provide EDP funding for improvements to the above roadway project for a total amount not to exceed \$2,000,000. Funding includes eligible roadway engineering, contingencies and construction costs. The Village of Morton's required local match to complete this project is \$2,000,000. Enclosed is an EDP project summary which provides a detailed description of this commitment and the employee reporting responsibilities.

Please contact Tony Sassine, IDOT's District Four Local Roads and Streets Engineer at (309) 671-3690 to execute a state/local joint agreement. Please note that the joint agreement must be fully executed prior to advertisement of this project for construction. Failure to do so may jeopardize IDOT's ability to reimburse the Village of Morton for eligible expenses. This letter authorizes the Village of Morton to immediately begin preliminary engineering (PE) with the understanding that reimbursements for eligible expenditures will be delayed until appropriate local participation agreements are executed. It is also the responsibility of the Village of Morton to notify IDOT of any changes pertaining to the status of this company. If the company fails to expand at this site, IDOT should be notified by the Village of Morton.

Mr. Craig Loudermilk
Page 2
March 7, 2023

If you have any questions or need additional information, please contact Ms. Tracinda Sisk, Bureau Chief of Programming, located at 2300 South Dirksen Parkway, Springfield, Illinois 62764, by telephone (217) 782-2755.

Sincerely

A handwritten signature in black ink, appearing to read "Osman, Omer". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Omer M. Osman, P.E.
Secretary

Enclosure

EDP PROJECT SUMMARY

Location: Erie Avenue/Flint Avenue/Agricultural Drive – Morton, Illinois

Companies: Precision Planting, LLC

Project Sponsor: Village of Morton, Illinois

State Funding

The Illinois Department of Transportation (DEPARTMENT) will provide funding for eligible roadway-related items for improvements to serve the above-mentioned company.

Funding will include preliminary engineering, construction, construction engineering and contingencies in an amount up to but not exceeding \$2,000,000 from the Economic Development Program (EDP).

These improvements must be constructed to State Motor Fuel Tax standards. All necessary land acquisition or building demolition to improve this roadway will be the responsibility of the Village of Morton, IL. All EDP commitments are capped and for this project, the EDP funding cap is \$2,000,000. The Village of Morton's required local match is \$2,000,000.

Public Act 93-552

The department is required to comply with Public Act 93-552, the Corporate Accountability for Tax Expenditures Act. The act requires any recipient business which is the intended beneficiary of EDP assistance submit an initial report stating that business's commitment to specific employment levels and to subsequently report the progress of the development and specified employment commitments for the project on an annual basis.

The company will be required to fill out an annual Reporting Form for five full calendar years after the execution date of the local intergovernmental agreement. All annual progress reports will be completed on-line through the Department of Commerce and Economic Opportunity. For the purpose of the EDP, Precision Planting, LLC is advised to enter into agreement with the Village of Morton to ensure that these reporting requirements are fulfilled for their commitment of 29 new full-time positions and the retainage of 126 current full-time positions.

EDP Payback Provision

The commitment of EDP funds is contingent upon the fulfillment of the commitments to business investments and job creation/retention represented to the DEPARTMENT by the Village of Morton and the recipient business. Any substantial modifications to these commitments, change in location of this facility or the failure of the business to make firm obligation to this site will cause the DEPARTMENT's commitment to be reevaluated.

The employment levels committed to by Precision Planting, LLC must be created within and retained over the five-year reporting period required by Public Act 93-552. If these commitments are not met, the DEPARTMENT will review the project funding provided to the Village of Morton. If reasonable justification for non-performance of the commitments is not provided, the Village will be required to repay the EDP funding (\$2,000,000) to the DEPARTMENT in total or an appropriate pro rata sum commensurate with the circumstances of the situation.



District	County	Resolution Number	Resolution Type	Section Number
4	Tazewell	15-24	Original	23-00000-00-GM

BE IT RESOLVED, by the President and Board of Trustees of the Village of Morton Illinois that there is hereby appropriated the sum of two hundred fifteen thousand Dollars (\$215,000)

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from 01/01/23 to 12/31/23

Beginning Date Ending Date

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that Village of Morton shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I Name of Clerk Village Clerk in and for said Village of Morton in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the President and Board of Trustees of Morton at a meeting held on Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this Day day of Month, Year

(SEAL)

Clerk Signature & Date

APPROVED

Regional Engineer Signature & Date
Department of Transportation

Estimate of Maintenance Costs

Submittal Type Original

Local Public Agency	County	Section	Maintenance Period	
			Beginning	Ending
Village of Morton	Tazewell	23-00000-00-GM	01/01/23	12/31/23

Estimate of Maintenance Costs Summary

Maintenance	MFT Funds	RBI Funds	Other Funds	Estimated Costs
Local Public Agency Labor				
Local Public Agency Equipment				
Materials/Contracts(Non Bid Items)	\$212,850.00			\$212,850.00
Materials/Deliver & Install/Materials Quotations (Bid Items)				
Formal Contract (Bid Items)				
Maintenance Total	\$212,850.00			\$212,850.00

Estimated Maintenance Eng Costs Summary

Maintenance Engineering	MFT Funds	RBI Funds	Other Funds	Total Est Costs
Preliminary Engineering				
Engineering Inspection				
Material Testing				
Advertising				
Bridge Inspection Engineering				
Maintenance Engineering Total				
Total Estimated Maintenance	\$212,850.00			\$212,850.00

Remarks

SUBMITTED

Local Public Agency Official Signature & Date

Title

County Engineer/Superintendent of Highways Signature & Date

APPROVED

Regional Engineer Signature & Date
 Department of Transportation

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.