

**AGENDA**  
**REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE VILLAGE OF MORTON, ILLINOIS**  
**7:00 P.M.**  
**MONDAY, JANUARY 15, 2024**  
**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 – January 2, 2023
  - B. Approval of Bills
- VIII. CONSIDERATION OF ITEMS REMOVED FROM THE CONSENT AGENDA**
- IX. VILLAGE PRESIDENT**
  - A. Appointment of John Cirilli to the vacant Plan Commission seat, term to expire 4/30/2028
- X. VILLAGE CLERK**
- XI. VILLAGE ADMINISTRATOR**
  - A. Building Improvement Grant Recommendation
- XII. CHIEF OF POLICE**
- XIII. CORPORATION COUNSEL**
  - A. An Ordinance Making Amendments to Section 9-6-21 Regarding Hours of Service for Rotation Tow Providers
- XIV. DIRECTOR OF FIRE AND EMERGENCY SERVICES**
- XV. DIRECTOR OF PUBLIC WORKS**
  - A. IDOT MFT Sealcoat Resolution
  - B. An Ordinance Making Amendments to Title 8, Chapters 3 & 4 of the Morton Municipal Code Regarding the Rates Charged to Users of the Water and Wastewater System
  - C. An Ordinance Making Amendments to Title 4, Chapter 1 of the Morton Municipal Code Regarding Fees for Miscellaneous Paving Projects
  - D. Waive Formal Bidding and Acceptance of Proposal using Sourcewell Purchasing for a 2024 Caterpillar 289D3 XPS Compact Track Loader for the Street Department in the Amount of \$44,044.00 from Altorfer Inc. (includes trade-in of 2021 Cat 289D3 XPS Compact Track Loader)
- XVI. ZONING AND CODE ENFORCEMENT OFFICER**
- XVII. VILLAGE TRUSTEES**
  - A. Trustee Blunier
  - B. Trustee Hilliard
  - C. Trustee Leitch
  - D. Trustee Menold
  - E. Trustee Newman
  - F. Trustee Parrott
- XVIII. CLOSED SESSIONS**
- XIX. CONSIDERATION OF MATTERS ARISING FROM CLOSED SESSIONS**
- XXIII. ADJOURNMENT**

**VILLAGE BOARD OF TRUSTEES  
REGULAR MEETING  
7:00 P.M., January 2, 2024**

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

**PUBLIC HEARING** – None.

**PRESENTATIONS** – None.

**PUBLIC COMMENT** – None.

**CONSENT AGENDA**

- A. Approval of Minutes.
  - 1. Regular Meeting – December 18, 2023
- B. Approval of Bills

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

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

**VILLAGE PRESIDENT** – President Kaufman introduced the newly appointed Chief of Police, Shawn Darche, and Clerk Evans administered the official oath. Chief Darche said a few words and then introduced Steve Brock, the newly appointed Deputy Chief, and Aaron Rowe, the newly appointed Patrol Sergeant. Clerk Evans administered the official oath to Deputy Brock and Sergeant Rowe.

**VILLAGE CLERK** – None.

**VILLAGE ADMINISTRATOR** – Administrator Smick presented an Ordinance Amending Title 3, Chapter 8, Section 6 of the Morton Municipal Code Regarding the Number of Liquor Licenses. Trustee Parrott moved to approve the Ordinance and it was seconded by Trustee Leitch before approval by the following roll call vote:

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

**CHIEF OF POLICE** – Chief Darche thanked former Chief Miller for his service and congratulated the newly appointed Deputy and Sergeant.

**CORPORATION COUNSEL** – Attorney McGrath presented an Ordinance Making Amendments to Section 1-4-1 of the Morton Municipal Code Regarding Ordinance Violation Fines. Trustee Parrott moved to approve the Ordinance and it was seconded by Trustee Leitch before approval by the following roll call vote:

Yes: Blunier, Hilliard, Leitch, Menold, Parrott – 5.

No: None – 0.

Absent: Newman – 1.

Abstain: None – 0.

Next, Attorney McGrath presented an Ordinance Making Amendments to Section 6-9-6 of the Morton Municipal Code Regarding Fines for Tobacco Related Offenses. Trustee Menold moved to approve the Ordinance and it was seconded by Trustee Parrott before approval by the following roll call vote:

Yes: Blunier, Hilliard, Leitch, Menold, Parrott – 5.

No: None – 0.

Absent: Newman – 1.

Abstain: None – 0.

**DIRECTOR OF FIRE AND EMERGENCY SERVICES** – DFES Kelley presented an Ordinance Making Amendments to Title 5 of the Morton Municipal Code Regarding Lift Assists Fees. There was significant discussion regarding this Ordinance as it pertained to lift assists at a private residence. After this discussion, Trustee Leitch moved to approve the Ordinance and amend it by removing lift assist fees for private residences that are outside nursing care or assisted-living facilities. Trustee Parrott seconded the motion and it was approved with the amendment by the following roll call vote:

Yes: Blunier, Hilliard, Leitch, Menold, Parrott – 5.

No: None – 0.

Absent: Newman – 1.

Abstain: None – 0.

**DIRECTOR OF PUBLIC WORKS** – DPW Loudermilk presented a Resolution Approving Amendment to Personnel Handbook Regarding Stipend for Certified Operators. Trustee Parrott moved to approve this Resolution and it was seconded by Trustee Leitch before approval by the following roll call vote:

Yes: Blunier, Hilliard, Leitch, Menold, Parrott – 5.

No: None – 0.

Absent: Newman – 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 Menold moved to adjourn. The motion was seconded by Trustee Leitch and followed by unanimous voice vote of all present board members.

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PRESIDENT

ATTEST:

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VILLAGE CLERK



# Memo

**To:** President and Board of Trustees  
**From:** Business District Commission  
**Date:** January 11, 2024  
**Re:** Building Improvement Grant Recommendation

Below is the recommendation for Building Improvement Grants from the Business District Commission. The Commission reviewed and approved the following:

Applicant	Property Address	Total Project Cost	Amount Recommended by BDC	Summary of Work
Amanda Pyle	121 S. Main	\$21,935	\$10,000	Reconfigure front and replace front windows & doors
Amanda Pyle	121 S. Main	To be determined	Up to \$5,000	Design & engineering for project above and additional interior work

The Commission is asking for your approval of this recommendation.

If you have any questions, please reach out to Julie Smick.

Thank you!

**VILLAGE OF MORTON  
ORDINANCE 24--28**

**AN ORDINANCE MAKING AMENDMENTS TO SECTION 9-6-21 REGARDING  
HOURS OF SERVICE FOR ROTATION TOW PROVIDERS**

**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** “9-6-21: Towing Services” of the Morton Municipal Code is hereby *amended* as follows:

AMENDMENT

9-6-21: Towing Services

**Definitions:** The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

**CHIEF OF POLICE:** The executive head of the Morton Police Department or anyone designated by him to perform the functions prescribed under this chapter. **POLICE DEPARTMENT:** The Village of Morton Police Department. **ROTATION TOW LIST:** A list maintained by the Police Department containing the names of those tow operators approved by the Chief of Police to respond to requests by the Police Department for the towing of vehicles for the Police Department or towing of vehicles which are disabled where the person in charge of the vehicle has no preference for any particular tow service or is unable to make such a decision. **TOW OPERATOR:** A person engaged in the business of, or offering the services of, vehicle towing whereby motor vehicles are or may be towed or otherwise removed or moved from one place to another by the use of a tow truck. **TOW TRUCK:** Every truck designed or altered and equipped for and used to push, tow, and draw disabled vehicles by means of a crane, hoist, tow bar, tow line or auxiliary axle, and to render assistance to disabled vehicles.

**A. Application for placement on list:**

1. Any person desiring to perform towing at the Police Department's request shall submit an application for placement on the rotation tow list to the Chief of Police. Said applications can be obtained from the office of the Chief of Police.
2. Applications shall include the following information:
  - a. The name of the tow operator;
  - b. The names, addresses and phone numbers of all partners or shareholders for both home and businesses;
  - c. The name of the firm under which the tow operator will do business;
  - d. The location, size, and security features of the storage lot on which

the towed vehicles will be stored;

- e. The location to which the public must come to claim stored or impounded vehicles;
  - f. A statement of willingness to provide full service on a continuous twenty-four-hour-a-day basis each day of the year;
  - g. A list of towing equipment including its size and capacity;
  - h. A complete listing of insurance policies, carriers, and agents that the tow operator will have in effect upon approval of said application;
  - i. A description of the two-way mobile communication system to be used at the base station and on each tow truck and at the office where calls are received.
3. No person, business partners, silent partners, or other business affiliate shall submit an application for the "rotation tow list" for more than one (1) towing service or more than one (1) towing service business address. No towing service whose owner(s), partners or stockholders who are also owners, partners or shareholders of a separate approved towing service shall submit an application for the "rotation tow list." This prohibition shall not be applicable to those towing services that have been approved and appear on the "rotation tow list" prior to November 1, 2021. Purchase of a towing service on or off the list after November 1, 2021, by an owner, partner, or shareholder of a towing service which is on the list, shall not be exempt from the prohibition.
  4. Violation of this section shall disqualify an applicant. An approved towing service found in violation of this section shall be removed from the rotation tow list as provided for in Part N of this Section.
  5. Any transfer of ownership or partnership shall be grounds for reapplication and the tow company under new ownership must be approved through the application process in order to remain on the rotation tow list.
  6. Any fraudulent statements made on the application will be grounds for rejection of the application and permanent removal from the rotation tow list.

**B. Investigation and Approval:**

1. Within thirty (30) days after receiving an application for placement on the rotation tow list, the Chief of Police shall conduct an investigation to determine the truth and accuracy of the information contained in such application. The Chief of Police shall also check to determine whether the location, if within the municipal boundaries of the Village of Morton, meets the Village's zoning code, building code, and fire code requirements. Upon completion of this investigation, the Chief of Police may, at his discretion, place the tow operator on the rotation tow list for a one-year probationary period or notify the tow operator in writing that his application is disapproved. Said notice of disapproval shall state the reasons for such disapproval and shall be either hand delivered to the tow operator or sent via U.S. mail, first-class, certified, or registered.
2. No tow operator's application shall be disapproved unless:
  - a. The applicant has knowingly furnished false or misleading

- information, or withheld relevant information on the application;
- b. The applicant does not have or will not acquire insurance as required by part D of this Section;
  - c. The location where the applicant will conduct his business fails to meet the zoning, building, or fire codes of the Village as applicable;
  - d. The applicant or any of its owners have been permanently removed from the rotation tow list for cause pursuant to Part M of this Section;
  - e. The applicant has any outstanding fines or fees due to the Village of Morton; or
  - f. The applicant fails to qualify under the Section.
3. Once a towing company's application is approved, it will be added to the rotation tow list for a one-year probationary period. During that probationary period, any documented complaints, violations, or other issues will be investigated by the Police Department and if well founded, the tow company will be removed from the rotation tow list permanently.
  4. The rotation tow list shall be comprised of no more than eight (8) tow companies. However, this amount may fluctuate based upon the needs of the Police Department as determined by the Chief of Police.

**C. Insurance:**

1. No tow operator shall be placed on the rotation tow list until such operator has deposited with the Chief of Police a certificate of insurance or a copy of the following policies:
  - a. *Garage keeper's policy.* A garage keeper's legal liability policy covering fire, theft, windstorm, vandalism, and explosion in the amount of fifteen thousand dollars (\$15,000.00) with "voluntary payment" or "direct primary" endorsement to cover loss of property in a towed vehicle, with each vehicle suffering damage being a separate claim.
  - b. *Garage liability policy.* A garage liability policy covering the operation of the owner's business, equipment or other vehicles for any bodily injury or property damage. This policy shall be in the minimum amount of one hundred thousand dollars (\$100,000.00) for any one (1) person killed or injured, and a minimum amount of three hundred thousand dollars (\$300,000.00) for more than one (1) person killed or injured in any accident and an additional fifty thousand dollars (\$50,000.00) for property damage.
2. Each policy required under this section must contain an endorsement by the carrier providing ninety (90) days' notice to both the Village and the insured in the event of any change of coverage under the policy including cancellation.
3. The tow operator must have the Village added on such insurance policies as a certificate holder and provide proof of such within five (5) days of approval of said application. Failure to provide such proof will result in the automatic removal from the rotation tow list.

**D. Operation of List:**

1. The Chief of Police shall ensure that tow operators on the rotation tow list are



called in the order of the rotation as far as practicable. The Police Department shall not, except upon request of the owner, operator, or person legitimately in possession of the vehicle to be serviced or pursuant to paragraph (2) below, call any tow operator not on the rotation tow list unless all such tow operators are unavailable.

2. It is specifically permitted for the Police Department to call a tow operator out of sequence in a life-threatening emergency where there is an urgent need for services of the tow operator in the proximity to the location or estimated response time makes it more practical to do so.

**E. Fees:**

1. The following schedule of maximum fees shall be in effect for all tow calls received off the rotation tow list and shall be prominently displayed at every office or storage facility of the tow operator. For all Police Department ordered tows, each tow company must send the proper notifications under Sections 4-205 and 4-209 of the Illinois Vehicle Code (625 ILCS 5/4-205 and 5/4-209) as amended from time to time.

- a. Standard towing fee (i.e., use of flatbed truck, clean-up, dollies, etc.). A cost-of-living adjustment shall be established which will increase the standard tow fee five dollars (\$5.00) a year as follows not to exceed one hundred eighty dollars (\$180.00). Effective as of January 1 of each year: 2021 - \$160.00 standard tow fee - effective 11/11/2021 2022 - \$165.00 standard tow fee 2023 - \$170.00 standard tow fee 2024 - \$175.00 standard tow fee 2025 - \$180.00 standard tow fee

- b. An exceptional location fee (winching) of sixty dollars (\$60.00) applies when the use of a winch is needed to remove vehicles from the scene such as on a concrete center median or on a curb/parking block, or when two (2) vehicles are stuck together. An additional recovery fee, to be determined according to the service and equipment provided, applies where a vehicle is up to seventy-five (75) feet off of the roadway and cannot be driven from scene. A rotary crane fee applies where a crane is used to hoist a vehicle out of difficult locations where a tow truck would not work. The maximum fee for other services for all tow calls received off the rotation tow list shall be as follows:

- (1) Lot storage fee (per day) \$35.00
- (2) Inside storage fee (per day) \$40.00
- (3) Interrupted tow fee \$50.00
- (4) Service fee (i.e., jump start, tire change, fuel etc.) \$80.00
- (5) Snow emergency tow \$150.00
- (6) Emergency openings after the end of posted business hours/special trips \$60.00
- (7) Lien holder notification fee \$85.00

2. Where special or unusual circumstances require an exceptional amount of work or equipment, a higher fee may be charged, provided that the owner or

operator of the vehicle to be serviced is informed of the additional fee in advance if such person is available to be notified.

3. A twenty-five-dollar (\$25.00) fee may be charged for the removal of personal belongings from towed vehicles. Property that can be removed from the towed vehicle is defined under Section 4-203(g)(4) of the Illinois Vehicle Code (625 ILCS 5/4-203(g)(4)), as amended from time to time.
4. No vehicle may be towed by any person from private property if the owner or other person entitled to possession of the vehicle is present, or arrives at the scene prior to the vehicle's removal from such private property, exhibits the ignition key of said vehicle, and offers to remove such vehicle voluntarily prior to the time such person attempting to tow actually removes such vehicle from the private property in question, provided that such other person so removes such vehicle immediately. However, the owner must pay an interrupted tow fee. If the owner refuses to pay the interrupted tow fee, the tow truck operator may proceed to tow the vehicle.
5. All tow companies must accept all of the following forms of payment: credit, debit, or cash. Major credit and debit cards: to the extent that the Village is authorized to enact regulations on the use of credit and debit cards, a relocater or towing company holding a properly signed credit or debit card receipt shall become a holder in due course, and neither the holder of the credit or debit card nor the company which issued the credit or debit card may thereafter refuse to remit payment in the amount shown on the credit or debit card receipt minus the ordinary charge assessed by the credit or debit card company for processing the charge.
6. Pursuant to state law, tow operators may charge up to a four (4) percent convenience fee/surcharge for accepting payment made via credit card. This fee must be disclosed to customers in advance. Pursuant to state law, this fee does not apply to debit card payments under Section 25 of the Local Governmental Acceptance of Credit Cards Act (50 ILCS 345/25).

**F. Collection of Costs; Inspection of Records:**

1. Collection of authorized towing charges from the owner or driver of the towed vehicles shall be the sole responsibility of the tow operator or its employee. The Village and the Police Department will not be responsible for nor assist in the collection of such fees.
2. The tow operator shall maintain complete records and a system of releasing vehicles which assures that vehicles are released only to the rightful owner or authorized person. All records involving towing from the rotation tow list shall be open to the Chief of Police or his designee for inspection during normal business hours or at such time as there is existing a dispute concerning the amount or validity of any towing or storage charges.

**G. Duties and Requirements of Tow Operators on List:**

1. Each tow operator shall maintain a secured storage lot with an office at that location. This office must be open and staffed during reasonable business hours. Reasonable business hours (8:00 am- 4:00 pm or 9:00 am- 5:00 pm) shall be set, posted, and adhered to by all operators. The attendant on-site shall

- be able to receive or release stored vehicles during posted business hours. If the tow operator's office is found closed or unstaffed during set business hours, the tow operator will be found to be in violation of these provisions.
2. Each tow operator shall provide continuous twenty-four-hour-per-day service each day of the year. There shall be an attendant or answering service on duty at all times for the purpose of receiving calls. There shall also be a person on call at all times for the purpose of releasing stored vehicles from the end of posted business hours until 7:00p.m. No vehicle releases are required after 9:00 p.m., but vehicles may be released after 7:00 pm at the operator's discretion. All vehicles released after the end of the operator's posted business hours may be charged an emergency opening or special trip fee as identified in Part (F)(I)(b)(6) of this Section.
  3. Based on the Tollway Roadway Traffic Control and Communication Guidelines and Federal Regulations regarding proper safety attire, all tow operators must comply with the following:
    - a. All operator personnel responding to a tow or accident scene during daytime operations must wear a fluorescent orange, fluorescent yellow/green, or a combination of fluorescent orange and fluorescent yellow/green vest meeting the requirements of ANSI/ISEA 107-1999 for conspicuity Class 2 garments. Other types of garments may be substituted for the vest as long as the garments have manufacturer tag identifying them as meeting the ANSI Class 2 requirement.
    - b. All tow operator personnel responding to a tow or accident scene during nighttime operations must wear garments of fluorescent orange or fluorescent orange and fluorescent yellow/green meeting the ANSI Class 3 requirements.
    - c. Any tow operator personnel that responds to a tow without the appropriate vest or safety equipment shall be asked to leave the scene and the next tow operator on the rotation tow list shall be called.
  4. Flatbed trucks and wheel lift equipment must be readily available to all towing operators. A tow operator must have a minimum of one flatbed truck available at all times. Dispatch will advise the tow operator of the type of vehicle and of any special instructions for the tow operator. The tow operator will then be allowed to decide which truck is best suited for a job, unless a specific type of tow is requested by the officer on scene.
  5. All tow trucks shall be equipped to safely transport motorcycles.
  6. All tow trucks shall be equipped with warning lights and all other equipment required by state law including one (1) or more brooms and shovels; one (1) or more trash cans at least eighteen (18) inches in height; one (1) fire extinguisher of a dry chemical or carbon dioxide type with an aggregate rating of at least 40B:C and bearing the approval of a laboratory qualified by the division of fire prevention for this purpose (i.e., UL approval); and have a working two-way communication equipment on the same commercial frequency as the base station located at the point where calls are received. All tow trucks shall carry dollies at all times.

7. The tow operator shall sign an agreement to indemnify and hold the Village harmless from any liability for damages sustained by vehicles by being towed or stored and for all personal injuries occurring to any of the tow operator's firms, employees, or other persons, and shall maintain the required insurance policies.
8. Tow operators shall not release any vehicle directly impounded by the Police Department without written authorization from the Police Department. This includes both impounded and abandoned vehicles.

**H. Tow Operator Personnel Qualifications:**

1. A person who has been convicted under the laws of this state, or any other state, of an offense which under the laws of the state would be a felony theft of a vehicle or a felony offense under Section 4-103 of the Illinois Vehicle Code (625 ILCS 5/4-103), or convicted of any felony sex offense as defined in Article 11 of the Illinois Criminal Code of 1961 (720 ILCS 5111-0.1 et seq.), first degree murder as defined by Section 9-1 of the Illinois Criminal Code (720 ILCS 5/9-1), or any similar offense under the laws of another state, shall not be approved as a tow operator to be placed on the rotation tow list, nor shall any tow operator knowingly permit such a person to operate a tow truck on rotation tow list calls; provided, however, that a person whose last conviction was more than four (4) years past, and who has shown evidence of rehabilitation, may be approved by the Chief of Police if otherwise eligible.
2. Each tow operator shall furnish to the Police Department a complete and current list of all drivers who may respond to rotation tow list calls. No driver shall be permitted to respond to any rotation tow list call unless the person's name, sex, date of birth and driver's license number have been furnished to the Police Department at least twenty-four (24) hours in advance by the tow operator on forms provided by the Police Department.
3. All tow personnel responding to a call from the Police Department shall have personal identification displayed in compliance with Part H of this Section.

**I. Tow Truck Operation:**

1. All tow operators and drivers must be in possession of a state issued traffic incident management card (TIM card). Drivers without TIM cards shall be asked to leave the scene and the next tow operator on the rotation tow list shall be called.
2. No tow operator or driver of a tow truck shall respond to a call for service while under the influence of intoxicants.
3. Tow operators must be able to respond to calls within thirty (30) minutes or less for tows occurring inside the Village limits under reasonable road conditions.
4. If a tow operator is unable to respond to a request for service immediately, the tow operator or his employee shall advise the Police Department that their company is not available. No substitute tow truck or operator will be allowed. The police dispatcher will then call the next tow operator on the list.
5. Tow operators must respond to all types of tow calls. A tow operator may not pick and choose to which calls the tow operator will respond. Dispatch will

not indicate the type of tow until the tow operator has indicated whether or not they will accept the tow. Once accepted, the tow operator will be advised of the situation, so they can best determine the truck and equipment necessary to respond to said call.

6. A tow operator must respond to eighty-five (85) percent of requests for towing. If a tow operator fails to respond to at least eighty-five (85) percent of tow requests, the tow operator will be found to be in violation of these provisions and will be disciplined appropriately by the Chief of Police including, but not limited to, being removed from the tow list.
7. If a tow operator will be unable to provide towing services or towing for specific types of vehicles for any period of time, the tow operator should notify and get approval from the Police Department for special circumstances (i.e., vacation, injury, illness, or damaged equipment with set time frame for repairs).
8. If a tow truck is cancelled by the Police Department after being dispatched off the rotation tow list, it shall be put back at the head of the rotation tow list.
9. If a tow operator calls the Police Department to cancel a tow after agreeing to accept it, they must provide a valid reason for the cancellation. The Police Department may investigate the reason for cancellation, and if the cancellation is found to be in bad faith, the cancellation may count as a violation of these provisions, and the tow operator will be disciplined appropriately. If a tow truck is cancelled by the Police Department after being dispatched off the rotation tow list, it shall be put back at the head of the rotation tow list.
10. Towed vehicles shall be taken to the location designated by the vehicle owner, driver, or agent, should such person not wish to store the vehicle at the tow operator's facility once towing fees are paid to the towing provider, provided however that the location designated shall be within thirty (30) miles of the Village of Morton. However, all vehicles towed upon the direction of the Police Department shall be towed to the location designated by the police officer in charge at the scene.
11. Every tow operator or driver of a tow truck shall remove or cause to be removed all glass and debris deposited on any street or highway by the disabled vehicle being serviced, and shall also spread dirt, sand, or other oil-absorbing materials upon that portion of any street or highway where oil or grease has been deposited by the disabled vehicle being serviced.
12. All tow operator personal who respond to a tow or accident scene shall have photo identification displayed on their person so that they are easily and quickly identifiable to police and rescue personnel.

**J. Storage Facility:** Each tow operator shall maintain a secure storage lot of adequate size to store all towed vehicles safely, but in no event, shall the capacity be smaller than forty (40) vehicles. Such lot shall be enclosed by a fence. Such lot shall be located within a thirty (30) mile radius of the Morton Police Station.

**K. Solicitation of Business:**

1. No tow operator may respond to the scene of an accident or emergency for the purpose of towing vehicles unless called there by the Police Department or

persons involved in the accident or emergency. Tow operators responding to an accident or emergency at the request of an individual other than a Police Department employee must record the name and address of the person making the request and make such information available to the Chief of Police upon request.

2. This section is intended only to prohibit the soliciting of business at the scene of accidents and emergencies and shall not be construed to prohibit any tow operator from contracting with any person, provided that the tow operator, his agents, and employees do not solicit tow contracts at the scene of accidents or emergencies.

**L. Tow Trucks for Semi-Tractor Trailer Vehicles:** A separate tow list for tow trucks capable of towing semi-tractor trailer vehicles shall be maintained by the Police Department consisting of tow operators on the rotation tow list. The tow truck must be a tandem axel truck capable of towing a minimum of twenty-five (25) tons.

**M. Removal from Rotation Tow List:**

1. The Chief of Police may remove any tow operator temporarily or permanently from the rotation tow list when the Chief of Police finds:
  - a. Placement on the list was secured by fraud or concealment of a material fact, which if known would have caused disapproval of the application;
  - b. The tow operator has violated any of the provisions of this Section;
  - c. The service provided by the tow operator has been substantially inadequate, which shall include but not be limited to, failing to be available for or not accepting at least eighty-five (85) percent of all calls, slow response time, excessive damage claims, substantial and repeated complaints from citizens, or abuse of special circumstance fees under Part F of this Section; or
  - d. Any violations of this Code, including but not limited to, code enforcement, building code, or fire code violations relating to any properties the tow operator owns that are within the municipal boundaries of the Village.
2. Following three (3) infractions, a tow company will be automatically removed from the rotation tow list.
3. At any time, a tow operator may choose to remove themselves from the rotation tow list by submitting in writing such notice to the Chief of Police.
4. Investigation of complaints: Complaints with respect to towing services may be investigated by the Police Department.
  - a. If the allegations of the complaint are confirmed, the Police Department shall notify the tow operator in writing of the results of the investigation. The tow operator shall have ten (10) days from receipt of the notice to file a written response to the allegations. All written responses shall be addressed to the Chief of Police.
  - b. Thereafter, the Chief of Police shall take whatever corrective action is deemed appropriate in light of the investigation conducted by the

Police Department and the tow operator's response. Discipline may consist of corrective action, a reprimand, temporary suspension, removal from the tow rotation list, or any other action deemed appropriate by the Chief of Police.

N. **Appeals, Hearing, Notice: Removal from Rotation Tow List:** Any tow operator aggrieved by an action of the Chief of Police removing the tow operator from the rotation tow list or refusing to place or reinstate the tow operator on the rotation tow list may appeal the Chief of Police's decision to the mayor. Such appeal must be in writing and delivered to the office of the mayor within five (5) days after the decision of the Chief of Police. Within 15 days of receipt of the appeal, the mayor shall conduct a public hearing affording such tow operator an opportunity to appear and be heard. The mayor shall provide at least three (3) days' written notice to the tow operator of such hearing. Within five (5) days of such hearing, the mayor shall determine whether the tow operator should remain off the rotation tow list. The mayor shall state the reasons and such determination in a written order and shall serve a copy of such order within the said five (5) days upon said tow operator.

O. **Appeal-Involuntary Tow:** For the purposes of this chapter, the term "involuntary tow" means any direction by the Police Department to tow a private vehicle without the permission of the owner or operator thereof. Involuntary tows shall include the direction to tow issued by the Police Department on behalf of another Village department.

1. *Appeal.* Whenever an involuntary tow was directed by the Police Department and the owner of the vehicle believes that the tow was incorrectly ordered, such owner shall have the right to appear before a person designated by the department head of the department ordering the tow and present the owner's reasons for believing such tow was incorrectly ordered. If the department head ordered the tow, the owner shall have the right to appear before a day-shift Deputy Chief of the Police Department to present the owner's reasons for believing such tow was incorrectly ordered. In no case shall such opportunity to contest the tow be held more than seventy-two (72) hours after it is requested, unless the owner requests such opportunity to contest be held after the expiration of seventy-two (72) hours. The person designated by the Village under this section to hear the owner's reasons shall in no case be the same person who ordered the tow.
2. *Notification of rights.* The Police Department shall give all persons contacting them concerning an involuntarily towed vehicle a written notice of the rights accorded by this chapter. Such notice shall include the name, address, phone number, and email where the complainant can request to be heard. The department ordering the tow shall provide to the Police Department a copy of such notice completely and accurately filled out at the time the tow is ordered.
3. *Disposition of owner's claim for impounded vehicles.* After hearing the owner's reasons for believing the tow was improper and doing such other investigation as may be appropriate, if the designated Village representative determines that the tow was improper, the vehicle shall be immediately released, and the Village shall pay the cost of towing and storage to the date of

the release. If the tow is found to have been proper, the vehicle shall continue to be held subject to such conditions as may be appropriate. Nothing in this section shall prohibit the Village from seeking reimbursement of such costs through a court of law.

P. **Violation and Penalty:** Any person who violates any of the provisions of this chapter shall, upon conviction thereof, be fined not less than one hundred dollars (\$100.00) nor more than seven hundred fifty dollars (\$750.00).

**SECTION 2: REPEALER CLAUSE** All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

**SECTION 3: 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 4: 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





District	County	Resolution Number	Resolution Type	Section Number
4	Tazewell	23-24	Supplemental	24-00000-00-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 one hundred fifty thousand Dollars ( \$150,000.00 )

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from 01/01/24 to 12/31/24.

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 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 of \_\_\_\_\_ Month, Year

(SEAL, if required by the LPA)

Clerk Signature & Date

**APPROVED**

Regional Engineer Signature & Date  
Department of Transportation



## Maintenance Engineering to be Performed by a Consulting Engineer

Local Public Agency	County	Section Number
Morton	Tazewell	24-00000-00-GM

The services to be performed by the consulting engineer, pertaining to the various items of work included in the estimated cost of the maintenance operations (BLR 14222), shall consist of the following:

**PRELIMINARY ENGINEERING shall include:**

Investigation of the condition of the streets or highways for determination (in consultation with the local highway authority) of the maintenance operations to be included in the maintenance program; preparation of the maintenance resolution (BLR 14220 for municipalities and counties), maintenance estimate of cost and, if applicable, proposal; attendance at meetings of the governing body as may reasonably be required; attendance at public letting; preparation of the contract, quotations, and/or acceptance (BLR 12330) form. Also, preparation of the maintenance expenditure statement which must be submitted to IDOT within 3 months of the end of the maintenance period.

**ENGINEERING INSPECTION shall include:**

Furnishing the engineering field inspection, including preparation of payment estimate for contract, material proposal and/or deliver and install proposal and/or checking material invoices of those maintenance operations requiring engineering field inspection. For operations requiring material testing ensure the testing is completed by a qualified firm.

For furnishing preliminary engineering, the engineer will be paid a base fee PLUS a negotiated fee percentage. Only one base fee can be charged per maintenance period. For furnishing engineering inspection, the engineer will be paid a negotiated fee percentage. The negotiated preliminary engineering fee percentage for each maintenance group shown in the "Schedule of Fees" shall be applied to the total estimated costs of that group. The negotiated fee for engineering inspection for each maintenance group shall be applied to the total final cost of that group for the times which required engineering inspections. In no case shall this be construed to include supervision of the contractor operations.

### SCHEDULE OF FEES

Total of all Maintenance Operations:

<= \$20,000 Base Fee 
 > \$20,000 Base Fee = \$1,250.00

PLUS					
Maintenance Engineering Category	Preliminary Engineering		Engineering Inspection		Operation(s) to be Inspected
	Maximum Fee %	Negotiated Fee %	Maximum Fee %	Negotiated Fee %	
I	NA	NA	NA	NA	NA
IIA	2%	2%	1%	1%	
IIB	3%	2.5%	3%	2.5%	
III	4%	3.5%	4%	3.5%	
IV	5%	4.5%	6%	5.5%	

The LPA certifies that the selection of the ENGINEER was performed in accordance with the Local Government Professional Service Selection Act 50 (ILCS 510/1-510/8) and procedures outlined in Chapter 5 of the DEPARTMENT's Bureau of Local Roads and Streets Manual.

BY:  
Local Public Agency Signature & Date

Title

BY:  
Consulting Engineer Signature & Date

12/28/23

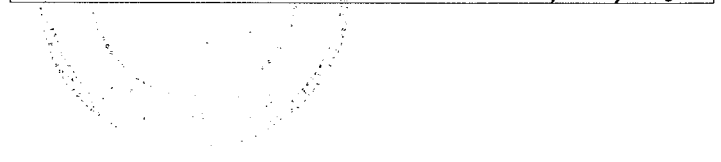
Title

Civil Engineer

P.E. Seal & Date

11/30/25

Approved:  
Regional Engineer, IDOT Signature & Date





**Estimate of Maintenance Costs**

Submittal Type **Supplemental**

Local Public Agency	County	Section	Maintenance Period	
Village of Morton	Tazewell	24-00000-00-GM	Beginning	Ending
			01/01/24	12/31/24

**Estimate of Maintenance Costs Summary**

	MFT Funds	RBI Funds	Other Funds	Estimated Costs
<b>Maintenance</b>				
Local Public Agency Labor				
Local Public Agency Equipment				
Materials/Contracts(Non Bid Items)	\$22,400.00			\$22,400.00
Materials/Deliver & Install/Materials Quotations (Bid Items)	\$100,063.70			\$100,063.70
Formal Contract (Bid Items)				
<b>Maintenance Total</b>	\$122,463.70			\$122,463.70

**Estimated Maintenance Eng Costs Summary**

	MFT Funds	RBI Funds	Other Funds	Total Est Costs
<b>Maintenance Engineering</b>				
Preliminary Engineering	\$4,752.23			\$4,752.23
Engineering Inspection	\$3,502.23			\$3,502.23
Material Testing	\$1,000.00			\$1,000.00
Advertising				
Bridge Inspection Engineering				
<b>Maintenance Engineering Total</b>	\$9,254.46			\$9,254.46
<b>Total Estimated Maintenance</b>	\$131,718.16			\$131,718.16

Remarks

**SUBMITTED**

Local Public Agency Official Signature & Date

Title

County Engineer/Superintendent of Highways Signature & Date

**APPROVED**

Regional Engineer Signature & Date

Department of Transportation

**IDOT Department Use Only**

Received Location    Received Date    Additional Location?

		<input type="checkbox"/>
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WMFT Entry By

Entry Date

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**VILLAGE OF MORTON  
ORDINANCE 24-29**

**AN ORDINANCE AMENDING TITLE 8, CHAPTERS 3 & 4, MULTIPLE SECTIONS OF THE MORTON MUNICIPAL CODE REGARDING THE RATES CHARGED TO USERS OF THE WATER AND WASTEWATER SYSTEM.**

**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 “8-3-9.5: Basic User Rate Schedule” of the Morton Municipal Code is hereby *amended* as follows:

AMENDMENT

8-3-9.5: Basic User Rate Schedule

There is hereby established a basic user rate schedule for the availability and/or use of, or for service supplied by the wastewater facilities of the Village of Morton. For user Classifications I through IV, there shall be a customer charge for service each month, plus a charge per cubic foot of wastewater generated or water consumed, as measured by the monthly meter reading.

Effective February 1, 2024, the customer monthly service charge and the wastewater usage charge shall be as follows:

Effective Date	February 1, 2024	May 1, 2025	May 1, 2026	May 1, 2027	May 1, 2028
Monthly service charge	\$7.15	\$7.15	\$7.25	\$7.25	\$7.35
Usage per cubic foot per month	\$.0419	\$.0444	\$.0470	\$.0499	\$.0529
<u>Usage per cubic foot per month for customers tributary to a collection system lift station</u>	<u>\$.0452</u>	<u>\$.0477</u>	<u>\$.0503</u>	<u>\$.0532</u>	<u>\$.0562</u>

~~January 1, 2009, the customer service charge shall be one dollar and seventy-four cents (\$1.74) per month, and the wastewater charge shall be \$0.0326 per cubic foot. The rate for customers tributary to a collection system lift station shall be \$0.0359 per cubic foot. Hereafter, there shall be an automatic five percent (5%) increase to these rates annually on January 1, beginning in 2010 through January 1, 2014.~~

(Ord. 03-43, 03-15-04; amd. Ord. 711, 06-18-07; amd. Ord. 08-27, 11-17-08)

**SECTION 2:** AMENDMENT “8-3-9.6: BOD/SS Surcharge Schedule” of the Morton Municipal Code is hereby *amended* as follows:

AMENDMENT

8-3-9.6: BOD/SS Surcharge Schedule

In addition to the foregoing, there will be a charge per pound of BOD in excess of two hundred and fifty (250) milligrams per liter, and a charge per pound of SS in excess of two hundred and fifty (250) milligrams per liter. Effective February 1, 2024, said surcharge for BOD and SS shall be as follows:

Effective Date	February 1, 2024	May 1, 2025	May 1, 2026	May 1, 2027	May 1, 2028
Charge per pound of BOD in excess of 250mg/l	\$ .7200	\$ .7632	\$ .8090	\$ .8576	\$ .9091
Charge per pound of SS in excess of 250 mg/l	\$ .4189	\$ .4441	\$ .4708	\$ .4991	\$ .5291

~~January 1, 2009, said surcharge for BOD shall be \$0.5322 per pound, and said surcharge for SS shall be \$0.3095 per pound. Hereafter, there shall be an automatic five percent (5%) increase to these rates annually on January 1, beginning in 2010 through January 1, 2014.~~

(Ord. 03-43, 03-15-04; amd. Ord. 711, 06-18-07; amd. Ord. 08-27, 11-17-08)

**SECTION 3:** AMENDMENT “8-4-9: Water Rate Schedule” of the Morton Municipal Code is hereby *amended* as follows:

AMENDMENT

8-4-9: Water Rate Schedule

- A. Effective February 1, 2024, ~~January 1, 2009,~~ general service for all types of users, except multi-family and mobile home park users, as specified in Subsection (B) of this Section shall be as follows:

<u>Effective Date</u>	<u>February 1, 2024</u>	<u>May 1, 2025</u>	<u>May 1, 2026</u>	<u>May 1, 2027</u>	<u>May 1, 2028</u>
<del>Customer</del>					

Monthly service charge	<del>\$9.22 per month</del>	\$11.65	\$11.65	\$11.75	\$11.75	\$11.85
First 3000 cu. ft.	<del>\$0.0250 per cu. ft.</del>	\$.0322	\$.0342	\$.0362	\$.0384	\$.0407
All consumption over 3000 cu. ft.	<del>\$0.0174 per cu. ft.</del>	\$.0222	\$.0242	\$.0262	\$.0278	\$.0295

~~Hereafter, there shall be an automatic five percent (5%) increase to these rates annually on January 1, beginning in 2010 through January 1, 2014.~~

(Ord 03-43, 03-15-04; amd. Ord. 07-10, 6-18-07; amd. Ord. 08-28, 11-17-08)

- B. Effective ~~January 1, 2009~~ February 1, 2024, general service for multi-family units and mobile home parks, wherever more than one (1) living unit is metered through one (1) meter, with the monthly customer service charge being the same as that in subsection (A) of this section:

Effective Date		February 1, 2024	May 1, 2025	May 1, 2026	May 1, 2027	May 1, 2028
Monthly rate on All consumption per cu. ft.	<del>\$0.0250 cu. ft.</del>	\$.0322	\$.0342	\$.0362	\$.0384	\$.0407

~~Hereafter, there shall be an automatic five percent (5%) increase to this rate annually on January 1, beginning in 2010 through January 1, 2014.~~

(Ord 03-43, 03-15-04; amd. Ord. 07-10, 6-18-07; amd. Ord. 08-28, 11-17-08)

- C. The customer charge shall be issued to all users within thirty (30) days of the purchase of a water meter by the user, and a bill shall be issued each month thereafter, based on the rates herein, unless water service is discontinued pursuant to the request of the users, property owner, or Village. (Ord. 96-6, 6-17-96)
- D. Under Illinois regulations, the Village of Morton is mandated to periodically collect lead and copper samples from locations designated by the Illinois Environmental Protection Agency. Residents who facilitate this process by allowing Village personnel access to their property for sample collection will be granted a \$20.00 credit on their water bill for the month in which the sampling occurs.

**SECTION 4: REPEALER CLAUSE** All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

**SECTION 5: 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 6: 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



**VILLAGE OF MORTON**  
**ORDINANCE 24- 30**

**AN ORDINANCE MAKING AMENDMENTS TO SECTION 4-1-3 OF THE  
MORTON MUNICIPAL CODE REGARDING FEES FOR MISCELLANEOUS  
PAVING PROJECTS**

**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** “4-1-3: Fees” of the Morton Municipal Code is hereby *amended* as follows:

AMENDMENT

4-1-3: Fees

A. Building permit fees shall be imposed as follows:

1. Flat fees for certain permits shall be as follows for the following projects:

<b>Project</b>	<b>Permit Fee</b>
Deck	\$50
Fence	\$50
Patio	\$50
Pergola	\$50
Sign	\$50
Ground Mount Solar Panel	\$150
Roof Mount Solar Panel	\$150
Storage Building	\$50
Above Ground Swimming Pool	\$50
In-Ground Swimming Pool	\$200
<u>Asphalt, concrete flatwork, site work and other miscellaneous pavement projects</u>	<u>\$200</u>
Foundation Repair ( <u>not including installing new egress windows</u> )E	\$150

<u>Egress Windows</u>	<u>\$50</u>

2. All other fees for building permits shall be based upon the following schedule:

<b>Cost of Project</b>	<b>Permit Fee</b>
Up to \$1,000.00	\$15.00
\$1,000.01 to \$5,000.00	\$30.00
\$5,000.01 to \$50,000.00	\$30.00 plus \$3.50 per \$1,000.00 over \$5,000.00
\$50,000.01 to \$100,000.00	\$187.50 plus \$2.50 per \$1,000.00 over \$50,000.00
\$100,000.01 to \$500,000.00	\$312.50 plus \$2.00 per \$1,000.00 over \$100,000.00
Over \$500,000.01	\$1,112.50 plus \$1.50 per \$1,000.00 over \$500,000.00
Zoning Permit	\$20.00

B. If a person commences construction before obtaining a building permit, then such person shall pay, in addition to the building permit fee set forth above, the greater of twenty five dollars (\$25.00) or the amount of the fee as set forth above. Said additional fee plus the original fee shall be due within one day of notification by the Zoning Office of the Village.

For purposes of this Section, construction shall include excavation, site work, or any other work wherein a building permit is required by this Code. The provisions of this Section shall be in addition to the penalties set forth in Section 4-8-1 of this Title.

It shall not be a defense to the provisions of this Chapter that a person was unaware of the necessity of obtaining a permit or that a person had delegated such responsibility to a contractor.

In addition to the additional permit fee, any person commencing construction before obtaining a building permit shall be subject to a minimum fine of two hundred fifty dollars (\$250.00) up to a maximum fine of seven hundred fifty dollars (\$750.00) for each and every day that construction occurs without a building permit.

In addition to any other penalties that might apply, utility service to the premises may be terminated upon notice by the Village. Notice may be mailed by first class mail, postage prepaid, to the owner as shown on the building permit, and shall be deemed effective at 5:00 p.m. of the second day after mailing. As an alternative, the Village

may use personal delivery of the notice, and it shall be deemed effective upon delivery.

The utility service may be terminated on or after the effective day of the notice. (Ord. 90-37, 4-15-91; amd. Ord. 06-35, 12-4-06)

- C. In addition to the fees listed in Section A, applicants for certain permits issued for the construction of a building, as required under Section 4-1-2, shall pay an additional fee, as part of the building permit fee, for the purpose of fire and life safety evaluation and code enforcement.

Said fee shall be as follows:

1. Two hundred fifty dollars (\$250) for life safety and fire prevention code plan review, inspection and enforcement.
2. Two hundred seventy-five dollars (\$275) for sprinkler system/stand pipe plan review, inspection and code enforcement for systems with between one (1) and one hundred ninety-nine (199) sprinkler heads, or four hundred dollars (\$400) for systems with two hundred (200) or greater heads or systems that require a fire pump, when such a system is required by code or is otherwise to be installed.
3. Two hundred seventy-five dollars (\$275) for fire detection and alarm systems plan review, inspection and code enforcement, when such a system is required by code or is otherwise to be installed.
4. Three hundred dollars (\$300) for site plan review. (amd. Ord. 08-02, 5-5-08)

The following building types shall be exempt from the above provision:

1. One (1) and two (2) family dwellings, residential garages and storage buildings.
2. Accessory buildings as defined by Village ordinance.
3. School buildings.
4. Buildings that are regulated by State Law and are inspected by the Office of the State Fire Marshall, which may include, but is not limited to day care facilities.
5. Buildings used exclusively for agriculture or farm storage use.
6. Buildings that are not designed to be and are rarely occupied by people, as may be determined by the Director of Fire and Emergency Services. It should be made clear that the intent of this exemption is to exclude, but is not limited to, buildings such as those that are erected only for the purpose of housing or protecting mechanical, electrical, or pump equipment and the like, and are only occupied during maintenance of such equipment. (Ord. 04-07, 06-21-04)

- D. In addition to the above fees, plans that require more than two (2) reviews shall be billed at a reasonable hourly charge as may be established by, and paid directly to the party the Village has contracted with to perform such review. (Ord. 04-07, 06-21-04)
- E. In addition to the above fees, there shall be due and owing to the Village of Morton a building inspection fee for building code inspections conducted by the Village of Morton or its agent or authorized representative. The building inspection fee for single family residential construction shall be calculated at a rate of \$0.25 per finished square

foot, excluding garage or basement area, with a minimum inspection fee of \$50.00. The building inspection fee for commercial, industrial or multi-family residential construction shall be calculated at a rate of \$2.00 per \$1,000.00 of construction costs for the first \$1,000,000.00 in construction costs and thereafter \$1.00 per \$1,000.00 of construction costs, with a minimum inspection fee of \$50.00. The applicant for a building permit shall be required to produce to the Village of Morton verification deemed satisfactory to the Village of Morton of the construction costs, such as a copy of the bid documents or a copy of the general contractor's contract.

**SECTION 2: REPEALER CLAUSE** All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

**SECTION 3: 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 4: 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

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

Date: 1/10/2024 Salesman Name: Regan Jones  NEW  RPO  Conversion  USED

Customer Name: Village of Morton Customer No: 348505

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

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

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

Sales Contact: Craig Loudermilk

Purchase Order No. \_\_\_\_\_

ID NO	X9759	MODEL	289D3 XPS	S/N	JX916217	Sale Price
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**(1) NEW 2024 CATERPILLAR 289D3 XPS COMPACT TRACK LOADER W/ 80" GP BOCE BUCKET** **\$95,044.00**

Deluxe Cab w/ Heat, A/C, Defrost, AM/FM BT Radio, CAT Air Ride Heated Seat, Advanced Display w/ Rear-View Camera, Polycarbonate Door, LED Lights, Electrical W/T Aux, XPS High Flow Hydraulics, Dual Self-Level, CAT Hyd. Quick Coupler, 17.7" **BLOCK** Tread Rubber Tracks, Triple Flange Iderls, HD Battery Disconnect, Block Heater w/ Cord, External Counterweights

**Includes 36 Months / 1,000 Hours Powertrain + Hyd + Tech EPP (warranty)**

Sourcewell ID# 32660

Added Options:	<u>Village of Morton</u> <u>120 N. Main St.</u> <u>Morton, IL 61550</u>
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<b>Payment Terms:</b>	<b>Total Purchase Price</b>	<b>\$95,044.00</b>
<input checked="" type="checkbox"/> Due Upon Receipt	<b>Cash Deal - Gov't Exempt</b>	
<input type="checkbox"/> Caterpillar Financial Terms:		
<input type="checkbox"/> Other Financial Terms:		

<b>Bill of Sale for Property Taken In Trade</b> <small>(See terms and conditions row 17 for more information)</small>					<b>Sale Price After Trade Allowance</b>		<b>\$44,044.00</b>
					<b>EXEMPT</b>	<b>Sales Tax:</b>	<b>\$0.00</b>
<b>Year</b>	<b>Make</b>	<b>Model</b>	<b>Serial No</b>	<b>Allowance</b>	<b>Rental applied:</b>		<b>\$0.00</b>
2021	CAT	289D3XPS	JX905499	\$51,000.00	<b>EM Solution:</b>		<b>\$0.00</b>
					<b>Payoffs:</b>		<b>\$0.00</b>
					<b>Other (Doc Fee):</b>		<b>\$0.00</b>
					<b>Balance Due:</b>		<b>\$44,044.00</b>
					<b>Cash with Order:</b>		<b>\$0.00</b>
<b>Customer Signature:</b>						<b>Total Balance Payable:</b>	<b>\$44,044.00</b>

**WARRANTY ON EQUIPMENT EXTENDED BY SELLER**

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

Extended Warranties start at delivery date.

NEW Standard Factory Warranty  Extended Warranty: 36 months / 1,000 hours PWT+HYD+TEC EPP

**Note: Extended warranties start on Delivery Date.**

USED, AsIs,WhereIs  Note Special Agreements: \_\_\_\_\_

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

**Customer Initials:** CL

**EQUIPMENT MANAGEMENT AND PRODUCT LINK**

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

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

**AUTHORIZED SIGNATURES**

Acceptance Recommended By Salesman:	<u>Regan Jones</u>
Accepted this <u>10th</u> day of <u>January</u> , 2024	<b>This order is subject to the attached terms and conditions</b>
by Altorfer	
Customer Signature	
Title <u>Public Works Director</u>	
Customer Print Name <u>Village of Morton</u>	