

AGENDA
REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE VILLAGE OF MORTON, ILLINOIS
7:00 P.M.
MONDAY, APRIL 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 – April 1, 2024
 - B. Approval of Bills
- VIII. CONSIDERATION OF ITEMS REMOVED FROM THE CONSENT AGENDA**
- IX. VILLAGE PRESIDENT**
 - A. Appointment of Brett Bisping to the Business District Commission, term expiring 04/30/2027
 - B. Appointment of Jim Ritthaler to the Business District Commission, term expiring 04/30/2027.
- X. VILLAGE CLERK**
- XI. VILLAGE ADMINISTRATOR**
 - A. Building Improvement Grant Recommendations
 - B. Review and Acceptance of Recommended Spring 2024 Tourism Grants
- XII. CHIEF OF POLICE**
- XIII. CORPORATION COUNSEL**
- XIV. DIRECTOR OF FIRE AND EMERGENCY SERVICES**
- XV. DIRECTOR OF PUBLIC WORKS**
 - A. Waive formal bidding and acceptance of proposal for a 2023 Caterpillar Forklift GP40N-GLE for the Water Treatment & Street Department in the amount of \$64,788.00 from Altorfer Inc.
 - B. Waive formal bidding and acceptance of proposal using Sourcewell Purchasing for a 2024 Caterpillar 420XE Backhoe Loader for the Water Distribution Department in the amount of \$85,000.00 from Altorfer Inc. (included trade-in of 2019 Caterpillar 420F2 IT Backhoe 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., April 1, 2024**

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

PUBLIC HEARING – None.

PRESENTATIONS – None.

PUBLIC COMMENT – None.

CONSENT AGENDA

- A. Approval of Minutes.
 - 1. Regular Meeting – March 18, 2024
- 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, Menold, Newman, Parrott – 5.
No: None – 0.
Absent: Leitch – 1.
Abstain: None – 0.

VILLAGE PRESIDENT – President Kaufman presented a photo to all Board Members and explained that it was of a hydro excavator and those who operated it.

VILLAGE CLERK – None.

VILLAGE ADMINISTRATOR – Administrator Smick presented Fiscal Year 2025 Budget for approval. Trustee Hilliard moved to approve and it was seconded by Trustee Parrott before approval by the following roll call vote:

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

CHIEF OF POLICE – None.

CORPORATION COUNSEL – None.

DIRECTOR OF FIRE AND EMERGENCY SERVICES – None.

DIRECTOR OF PUBLIC WORKS – DPW Loudermilk presented a proposal in the amount of \$943,463.00 from Core & Main for setup fees and training, year one annual fee, equipment and software for radio activation, and Sensus residential & commercial radios as part of the install of new advanced metering infrastructure (AMI) through Sensus for both gas and water radios. Trustee Newman moved to accept the proposal and it was seconded by Trustee Menold before approval by the following roll call vote:

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

Next, DPW Loudermilk presented Resolution Authorizing Participation in a Joint Purchase Master Contract for the Purchase of Rock Salt. Trustee Parrott moved to approve and it was seconded by Trustee Newman before approval by the following roll call vote:

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

After that, DPW Loudermilk presented Resolution Appropriating Funds and Authorizing Joint Funding Agreement with IDOT for Detroit and S. Main Mill, Overlay and Shared Use Path Project. Trustee Menold moved to approve and it was seconded by Trustee Parrott before approval by the following roll call vote:

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

Next, DPW Loudermilk requested permission to accept the following bids for the 2024 Street Overlay Program:

1. From General Funds for Mill & Overlay in the amount of \$821,551.24 and award of contract for same to R.A. Cullinan & Son, Inc.
2. From MFT Funds for Sealcoating & Fog Coating in the amount of \$85,091.93 and award of contract for same to Porter Brothers.
3. For the 2024 Miscellaneous Concrete Repairs Project in the amount of \$845,000.00 and award of contract for same to Otto Baum Co. Inc.

Trustee Newman moved to accept the bids and it was seconded by Trustee Hilliard before approval by the following roll call vote:

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

After that, DPW Loudermilk presented An Ordinance Making Amendments to Title 10 of the Morton Municipal Code Regarding Hotels and Short Term Vacation Rentals. Trustee Blunier moved to approve and it was seconded by Trustee Hilliard before approval by the following vote:

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

Lastly, DPW Loudermilk presented An Ordinance Prohibiting the Use of Groundwater as a Potable Water Supply by the Installation or Use of Potable Water Supply Wells or by any Other Method. Trustee Newman moved to approve and it was seconded by Trustee Parrott before approval by the following roll call vote:

Yes: Blunier, Hilliard, Menold, Newman, Parrott – 5.
No: None – 0.
Absent: Leitch – 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 Newman and followed by unanimous voice vote of all present board members.

PRESIDENT

ATTEST:

VILLAGE CLERK



Memo

To: President and Board of Trustees
From: Business District Commission
Date: April 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
G&D Integrated	50 Commerce Dr.	\$160,000	\$10,000	Replace interstate sign
G&D Integrated	50 Commerce Dr.	To be determined	Up to \$5,000	Design & engineering for project above
Tiki Pool & Spas	106 Penn St.	\$21,875	\$10,000	Paint building exterior and shutters, replace windows, replace gable siding

The Commission is asking for your approval of this recommendation.

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

Thank you!



Memo

To: President & Board of Trustees

From: Julie Smick

Date: April 11, 2024

Re: Morton Spring Tourism Grant Round Recommendations

The Tourism Grant applications received for the Spring grant round have been reviewed.

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

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

Below are the recommended grant awards.

Event	Hosting Organization	Requested Grant Amount	Recommended Grant Amount	Comments
Kids' Muddy Madness	Morton-to-Peoria St. Jude Run	\$3,000	\$1,000	Event is self-sustaining
Pumpkin Festival	Morton Chamber	\$10,000	0	Event is self-sustaining, fund diverted to crowd control costs
Ledgestone Disc Golf Open Amateur	Nate Heinold LLC	\$10,000	\$9,000	Event is self-sustaining
Ledgestone Disc Golf Open – DGPT	Nate Heinold LLC	\$10,000	\$9,000	Event is self-sustaining
Morton Girls Softball Tournaments (4 weekends)	Morton Girls Softball Association	\$20,000	\$16,000	Event is self-sustaining
Morton High School Band Competition	Morton High School Band Boosters	\$10,000	\$7,200	Hotel stays are low, event is self-sustaining
Morton United Spring Cup	Morton United FC	\$10,000	\$9,000	Event is self-sustaining
Morton Youth Baseball Tournaments (4 weekends)	Morton Youth Baseball Assoc.	\$40,000	\$16,000	Events are self-sustaining
PDGA Champions Cup	Morton Park District	\$10,000	\$10,000	None

sHop & Stroll	PLaCE	\$250	\$250	None
Film & Food Fest	PLaCE	\$1,250	\$1,250	None
Village Garage Sale Day	PLaCE	\$150	\$150	None
Christmas in July	PLaCE	\$750	\$750	None
Takin' It to the Streets	PLaCE	\$150	\$150	None
Trick or Treat Main St	PLaCE	\$200	\$200	None
Hometown Holidays	PLaCE	\$2,500	\$2,500	None
Farmers Market & More	PLaCE	\$750	\$750	None
Tri-Co. Tennis Tournament	Tri-Co Tennis Inc.	\$3,000	\$2,500	Event is self-sustaining

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



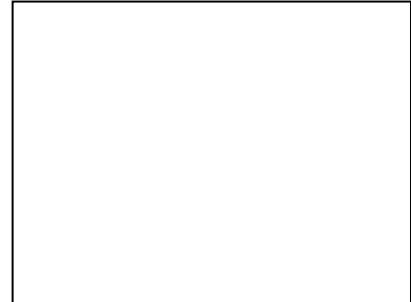
ALTORFER RENTS



1/30/2024

Quote #: Jake Miller-20240130-1042

Village of Morton
120 N Main Street
Morton, IL 61550



Model: 2023 Caterpillar Pneumatic Tire Forklift GP40N-GLE
Quantity: 1
Base Capacity: 8,000
Serial: AT4012104 **ID:** 23PN2203

Dear Zach Davis,

Thank you for considering Altorfer for your material handling equipment needs. We are pleased to offer the following for your review.

Standard Features

GP40N1-GLE	8000# PNEU DUAL FUEL FORKLIFT
VLV4P40I	4-SECTION VALVE WITH 4 LEVERS
5M40C47	187"/90"/42" TRIPLEX MAST
4VTRIP40I	DUAL FUNCTION INTERNAL HOSEING
FKHP7240I	2" X 6" X 72" FORKS
RGHI	REAR GRAB HANDLE W HORN BUTTON
NMSPT1D1	NON-MARKING SOLID DRIVE TIRES
NMSTRNPT	NON-MARKING SOLID STEER TIRES
RVMIRRP40I	DUAL PANORAMIC REAR VIEW MIRROR
FIREEXTI	FIRE EXTINGUISHER OHG MOUNTED
DRWPINI	DRAWBAR PIN
RLWLP40I	REAR LED WORK LIGHT
AMBSTRBI	AMBER STROBE LIGHT BELOW OHG
RVSABSLI	REVERSE ACTIVATED BLUE LIGHT
FWDABSLI	FORWARD ACTIVATED BLUE LIGHT
LPTNKAL33I	33.5# ALUMINUM LP TANK
SPIA102498	CASCADE 100K-FPS-B203 S/S F/P
Warranty	1 YEAR 2000 HR, 2YR/4000 HR

Quote Price:

Model Cost (Pre-Tax)	\$64,788.00
Freight:	TBD
Sales Tax:	TBD
Total Per Unit:	\$64,788.00
 Grand Total	 \$64,788.00



ALTORFER RENTS



TERMS FOR ACCEPTANCE OF PROPOSAL AND ATTACHMENTS

The information contained within this proposal is the property of Village of Morton and is confidential and proprietary. Unauthorized disclosure could be harmful to Altorfer Inc. and by acceptance, prospective buyer agrees not to publish copy or reproduce the contents without the expressed written consent of Altorfer Inc. Village of Morton agrees not to use any such information for any other purpose than for the consideration of an Altorfer Inc. supplied system and will return any or all information contained herein to Altorfer Inc. upon request.

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

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

OHSA requires a correct capacity of each forklift on how it is equipped. Adding a attachment or changing forks may change the capacity of the forklift and may require a new capacity plate and certification of the attachment.

ACCEPTANCE AS CONTRACT OF SALE

Acceptance:

Authorized Dealer:

Company: Village of Morton

Altorfer Inc. Lift Truck Division

Name: Zach Davis

Randy Benisch

Authorized Signature

Account Manager

Date: _____

PO No.: _____

Terms: * Net 10 days with approved credit.

Delivery: 1-2 Weeks In Stock

FOB: Davenport, IA

Expires: 2/29/2024 10:42:22 AM

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: 4/3/2024 **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	X9816	MODEL	420XE	S/N	H9X02933	Sale Price
(1) NEW 2024 CATERPILLAR 420XE BACKHOE LOADER, S/N HX902933						\$155,000.00

Deluxe Cab, Heat, A/C, Defrost, AM/FM Radio, Deluxe Heated Seat, Touch Screen Display, USB Port, Ride Control, Auto Up Flip Over Stabilizers, 1015 lb. CWT, E-Stick 14', Cold Weather Pkg, LED Lights, 1.5 YD3 MP (Multi-Purpose 4 in 1) Bucket w/ IT Coupler, Hyd. PG Dual Lock Rear Coupler
Includes 60 Months / 2,000 Hours PREMIER EPP
Sourcewell ID# 32660
 Village of Morton
 120 N. Main St.
 Morton, IL 61550

Added Options:	219-3387 BHL 24" HD Bucket w/ pins (included)	
	Altorfer Guaranteed Buyback 60 months / 2,000 hours = \$75,000	

Payment Terms:	Total Purchase Price	\$155,000.00
<input checked="" type="checkbox"/> Due Upon Receipt	Cash Deal - Gov't Exempt	
<input type="checkbox"/> Caterpillar Financial Terms:		
<input type="checkbox"/> Other Financial Terms:		

Bill of Sale for Property Taken In Trade (See terms and conditions row 17 for more information)					Sale Price After Trade Allowance	\$85,000.00
					EXEMPT	Sales Tax:
						\$0.00
Year	Make	Model	Serial No	Allowance	Rental applied:	\$0.00
2019	CAT	420F2 IT	HWD04034	\$70,000.00	EM Solution:	\$0.00
					Payoffs:	\$0.00
					Other (Doc Fee):	\$0.00
					Balance Due:	\$85,000.00
					Cash with Order:	\$0.00
Customer Signature:					Total Balance Payable:	\$85,000.00

WARRANTY ON EQUIPMENT EXTENDED BY SELLER

Warranty coverage on the equipment covered by this order, if any, has been explained to Purchaser. The warranty coverage is outlined below and indicated by the box checked.
 Extended Warranties start at delivery date.
 NEW Standard Factory Warranty Extended Warranty:
Note: Extended warranties start on Delivery Date. 60 months / 2,000 hours PREMIER EPP
 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:	Regan Jones	This order is subject to the attached terms and conditions
Accepted this	3rd day of April, 2024	
by Altorfer		
Customer Signature		
Title	Public Works Director	
Customer Print Name	Village of Morton	

THIS ORDER IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



DIGITAL AUTHORIZATION

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

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

Data transmitted to Caterpillar is used in accordance with **Caterpillar's Data Governance Statement ("DGS")**, which describes Caterpillar's practices for collecting, sharing and using data and information related to customers machines, products, Devices or other Assets and their associated worksites. The DGS can be reviewed at <https://www.caterpillar.com/en/legal-notices/data-governance-statement.html>.

Caterpillar's process for performing remote diagnostics and making available remote software and firmware updates and upgrades, such as configuration, patches, bug fixes, new or enhanced features, etc., for Assets and Devices is described in the **Cat® Remote Services - Software Update Process for select Productlink™ Telematics and Cat Equipment Control Module Software document (the "RSP Document")**. The RSP Document can be reviewed at <https://www.cat.com/remoteservicesprocess? ga=2.245276421.1412167159.1561985855-475983137.1559312215>.

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

AGREE

DECLINE

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

AGREE

DECLINE

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

Village of Morton

Company

Village of Morton

Company (Print)

Craig Loudermilk

Company Representative (Print)

Signature

4/3/2024

Date

FOR DEALER USE ONLY

Company UCID

Company Representative CWS ID

Main Store Dealer Code

Dealer Representative Name

Dealer Representative CWS ID