

AGENDA
REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE VILLAGE OF MORTON, ILLINOIS
7:00 P.M.
MONDAY, NOVEMBER 18, 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 – November 4, 2024
 - B. Approval of Bills
- VIII. CONSIDERATION OF ITEMS REMOVED FROM THE CONSENT AGENDA**
- IX. VILLAGE PRESIDENT**
- X. VILLAGE CLERK**
- XI. VILLAGE ADMINISTRATOR**
 - A. Morton Fall Tourism Grant Round Recommendations
 - B. Building Improvement Grant Recommendation
 - C. Renewal of Property & Liability Insurance
- XII. CHIEF OF POLICE**
- XIII. CORPORATION COUNSEL**
- XIV. DIRECTOR OF FIRE AND EMERGENCY SERVICES**
- XV. DIRECTOR OF PUBLIC WORKS**
 - A. Reconsideration of Petition No. 24-08ZA to rezone 411 S. Main St. from R1 to R2
 - B. RESOLUTION AUTHORIZING EASEMENT AGREEMENT WITH TOLEDO, PEORIA & WESTERN RAILWAY CORP. FOR EXTENSION OF MULTI-USE PATH
 - C. RESOLUTION AUTHORIZING CHANGE ORDER WITH RIVER CITY DEMOLITION FOR REMOVAL OF ASBESTOS CONTAINING MATERIAL
- 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**
- XX. ADJOURNMENT**

**VILLAGE BOARD OF TRUSTEES
REGULAR MEETING
7:00 P.M., November 4, 2024**

After calling the meeting to order, the Pledge of Allegiance was recited and the roll was called. The following members were recorded as present: Hilliard, Leitch, Menold, Newman, Parrott – 5.

PUBLIC HEARING – None.

PRESENTATIONS – None.

PUBLIC COMMENT – None.

CONSENT AGENDA

- A. Approval of Minutes.
 - 1. Regular Meeting – October 21, 2024
 - 2. Closed Session – October 21, 2024
- B. Approval of Bills

Trustee Leitch moved to approve the Consent Agenda. Motion was seconded by Trustee Parrott 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 – President Kaufman announced that he was interviewed for an article that made front page of the USA Toady newspaper and will be interviewed on various radio stations in the coming weeks. He also congratulated the 8th Grade Boys Cross Country Team and High School Marching Band on their recent State Championship wins.

VILLAGE CLERK – None.

VILLAGE ADMINISTRATOR – Administrator Smick presented RESOLUTION REMOVING DESIGNATION OF CERTAIN MONIES FOR CERTAIN PURPOSES. Trustee Newman moved to approve and it was seconded by Trustee Leitch before approval 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 – None.

CORPORATION COUNSEL – Attorney McGrath presented AN ORDINANCE MAKING AMENDMENTS TO SECTION 1-5-2 OF THE MORTON MUNICIPAL CODE REGARDING COMPENSATION FOR ELECTED VILLAGE TRUSTEES. Trustee Menold moved to approve and it was seconded by Trustee Hilliard before approval by the following roll call vote:

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

Next, Attorney McGrath presented AN ORDINANCE MAKING AMENDMENTS TO SECTION CHAPTER 6 OF TITLE 1 OF THE MORTON MUNICIPAL CODE REGARDING THE COMPENSATION OF THE VILLAGE PRESIDENT. Trustee Hilliard moved to approve and it was seconded by Trustee Leitch before approval by the following roll call vote:

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

DIRECTOR OF FIRE AND EMERGENCY SERVICES – None.

DIRECTOR OF PUBLIC WORKS – On behalf of the absent DPW Loudermilk, Inspector Stan Gruber requested acceptance of bid for the Nursing Home Demolition Project in the amount of \$ 411,200.60 and award of contract for same to River City Demolition. Trustee Parrott moved to approve and it was seconded by Trustee Menold before approval by the following roll call vote:

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

Next, Inspector Gruber presented RESOLUTION AUTHORIZING AGREEMENT WITH TRIPLE A ASBESTOS FOR REMOVAL OF ASBESTOS CONTAINING MATERIAL. Trustee Newman moved to approve and it was seconded by Trustee Parrott before approval by the following roll call vote:

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

After that, Inspector Gruber presented RESOLUTION AUTHORIZING ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT FROM MATCOR METAL FABRICATION,

INC. FOR IMPROVEMENTS ALONG FLINT AVENUE, MORTON ILLINOIS. Trustee Newman moved to approve and it was seconded by Trustee Leitch before approval by the following roll call vote:

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

No: None – 0.

Absent: Blunier – 1.

Abstain: None – 0.

Finally, Inspector Gruber presented RESOLUTION AUTHORIZING ACCEPTANCE OF PROPOSAL FROM CREATIVE LANDSCAPING FOR TREE REMOVAL AND REPLACEMENT. Trustee Parrott moved to approve and it was seconded by Trustee Leitch before approval by the following roll call vote:

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

No: None – 0.

Absent: Blunier – 1.

Abstain: None – 0.

ZONING AND CODE ENFORCEMENT OFFICER – ZCO Davis presented Petition No. 24-08 ZA. Trustee Newman moved to approve with the condition that the property have separate gas and water meters installed with an additional curb stop for water. Trustee Parrott seconded the motion and it was approved by the following roll call vote:

Yes: Hilliard, Menold, Newman, Parrott – 4.

No: Leitch – 1.

Absent: Blunier – 1.

Abstain: None – 0.

Next, ZCO Davis presented AN ORDINANCE MAKING AMENDMENTS TO CHAPTER 5 OF TITLE 10 OF THE MORTON MUNICIPAL CODE REGARDING CIRCULAR DRIVEWAYS. Trustee Newman moved to approve and it was seconded by Trustee Hilliard before approval by the following roll call vote:

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

No: None – 0.

Absent: Blunier – 1.

Abstain: None – 0.

Finally, ZCO Davis presented permit type reports for the second fiscal quarter and year to date.

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 Leitch moved to adjourn. The motion was seconded by Trustee Newman and approved by a voice vote of all present Trustees.

PRESIDENT

ATTEST:

VILLAGE CLERK



Memo

To: President & Board of Trustees

From: Julie Smick

Date: November 18, 2023

Re: Morton Fall Tourism Grant Round Recommendations

The Tourism Grant applications received for the Fall 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
Flames Classic 8 th Grade Basketball Tourn	Bethel Lutheran School	\$3,000	\$1,500	Event is financially stable
8 th Gr Boys Basketball Tournament	Blessed Sacrament Athletics	\$3,000	\$1,500	Event is financially stable
Volleyrama	Blessed Sacrament Athletics	\$3,000	\$1,500	Event is financially stable
Winter Concert Series	Morton Fine Arts	\$3,000	\$1,000	Event is financially stable
GF Handel's Messiah	Morton Community Chorus	\$1,500	\$1,500	None
Distance Gala	Morton High School Athletics	\$1,500	\$1,000	Event is financially stable
Boys Soccer Invitational	Morton High School Athletics	\$7,000	\$5,000	Event is financially stable
MHS Wrestling Invitational	Morton High School Athletics	\$6,000	\$4,000	Event is financially stable
Small Town Pastor's Conference	Rural Home Missionary Assoc	\$10,000	\$10,000	None
Spring Cup 2025 Soccer	Morton United FC	\$10,000	\$5,000	Event is financially stable

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



Memo

To: President and Board of Trustees
From: Business District Commission
Date: November 14, 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
Main St. Play Place	2059 S. Main St. (Field Shopping Ctr)	\$18,397.86	\$9,198.93	Remove existing bathrooms and replace with ADA compliant, widen doorways to ADA, repair bricks on exterior, new signage
601-607 S. Main LLC	601-607 S. Main	\$525.00	\$262.50	Design work for landscaping and exterior façade repairs
601-607 S. Main LLC	601-607 S. Main	\$40,927.61	\$10,000.00	Remove existing concrete, excavate & pour footings, brace roofing and resettle. Paint existing exterior. Remove existing landscaping from island and replace rock and plantings.

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 and Board of Trustees
From: Julie Smick
Date: November 14, 2024
Re: Renewal of Property & Liability Insurance with ICRMT

I recommend we renew our property and liability coverage for the Village through the Illinois County Risk Management Trust (ICRMT) for the period of December 1, 2024, through December 1, 2025.

Attached is a schedule summarizing the coverages and related premiums. This renewal is for \$552,001 for all coverages, including:

- Property coverage at \$141,902 – this is with a 7% increase in the appraised value of our buildings from \$99,036,920 to \$105,714,333.
- Inland marine coverage (mobile equipment) at \$7,772 – this is a 25% increase due to the increase in covered equipment of over \$874,000.
- Liability coverage at a total of \$87,210 – this includes general liability & violent event response coverage, sexual abuse liability, law enforcement liability, public officials liability, cyber liability, and crime coverage.
- Auto damage & liability coverage at \$45,485 – this is coverage for the 113 motor vehicles owned by the Village.
- Workers compensation coverage at \$136,870 – this is only a slight increase of 3% due to our low claim experience.
- Umbrella liability coverage at \$101,298 – this coverage is the “umbrella” that provides an additional \$7,000,000 in liability coverage.

We have had coverage with ICRMT for 10 years. We find their service to be exceptional and the additional services they provide are an asset to smaller entities such as the Village. I recommend we renew the coverage for the upcoming year.

Thank you.

Village Of Morton						
12/01/2024 - 12/01/2025 Renewal Proposal/Comparison						
Line of Business	2023-24 Expiring			2024-25 Renewal		
	Exposure	Premium		Exposure	Premium	
Package						
Property Coverage		\$119,615			\$141,902	
Building	\$99,036,920			\$105,714,333	Increase Bldg Values 7%	
Personal Property - Blanket	\$3,251,747			\$4,175,747		
Business Income/Extra Expense	\$1,000,000			\$1,000,000		
Equipment Breakdown	\$102,288,667			\$109,890,080		
Deductible (no separate wind/hail)	\$5,000			\$10,000	(no separate wind/hail ded)	
Earthquake (incl Mine Subsidence)	\$5,000,000 Ea			\$5,000,000 Ea		
	\$2,500,000 Agg			\$2,500,000 Agg		
Deductible (2% if greater)	\$50,000			\$50,000		
Flood	\$5,000,000 Ea			\$5,000,000 Ea		
	\$250,000,000 Agg			\$250,000,000 Agg		
Deductible	\$50,000			\$50,000		
Inland Marine		\$6,238			\$7,772	
Mobile Equipment >\$10,000	\$2,357,694			\$3,034,519		
Mobile Equipment <\$10,000	\$532,807			\$730,707		
Cameras, Radios & Communication	\$193,500			\$193,500		
EDP Equipment/Media	\$168,900			\$168,900		
Animal -Mortality	\$10,000			\$10,000		
Total	\$3,262,901			\$4,137,626		
Deductible	\$1,000			\$1,000		
General Liability		\$28,226			\$34,167	
Limit of Insurance	\$1,000,000 Occ			\$1,000,000 Occ		
	\$3,000,000 Agg			\$3,000,000 Agg		
Property Damage Deductible:	\$1,000			\$1,000		
Sexual Abuse Liability		\$1,680			\$2,703	
Limit of Insurance -claims made	\$1,000,000 Occ			\$1,000,000 Occ		
	\$1,000,000 Agg			\$1,000,000 Agg		
Deductible	\$5,000			\$5,000		
Retro Date	12/31/2013			12/31/2013		
Violent Event Response Coverage						
Limit of Insurance	\$500,000 Event			\$500,000 Event		
	\$500,000 Agg			\$500,000 Agg		
Deductible	\$1,000			\$1,000		
Law Enforcement Liability		\$43,524			\$45,934	
Limit of Insurance	\$1,000,000 Occ			\$1,000,000 Occ		
	\$3,000,000 Agg			\$3,000,000 Agg		
Deductible	\$5,000			\$5,000		
Public Officials Liability		\$6,987			\$8,787	
Limit of Insurance	\$1,000,000 Occ			\$1,000,000 Occ		
	\$1,000,000 Agg			\$1,000,000 Agg		
Employment Practices Liability	Included	\$7,998		Included	\$8,750	
Employee Benefits Liability	Included			Included		
Deductible	\$5,000			\$5,000		
Retro Date	12/31/2013			12/31/2013		
Cyber Liability		\$17,325			\$17,325	
Limit of Insurance	\$1,000,000 Ea			\$1,000,000 Ea		
	\$1,000,000 Agg			\$1,000,000 Agg		
Deductible	\$5,000			\$5,000		
Retro Date	12/1/2010			12/1/2010		
Crime Coverage		\$1,008			\$1,008	
Employee Theft - Blanket	\$500,000			\$500,000		
Money & Securities-Inside	\$500,000			\$500,000		
Money & Securities-Outside	\$500,000			\$500,000		
Forgery or Alteration	\$500,000			\$500,000		
Money Orders & Counterfiet Currency	\$500,000			\$500,000		
Funds Transfer Fraud	\$500,000			\$500,000		
Computer Fraud	\$500,000			\$500,000		
Social Engineering/False Pretenses	\$50,000			\$50,000		
Deductible	\$1,000			\$1,000		
Auto		\$45,595			\$45,485	
Limit of Insurance	\$1,000,000 Occ			\$1,000,000 Occ		
Auto Liability Deductible	\$0			\$2,500		
Number of Autos	111			113		
Total Schedule Value	\$7,494,032			\$7,645,051		
	\$1,000 Comp			\$5,000 Comp		
	\$1,000 Coll			\$5,000 Coll		
Workers Compensation		\$133,438			\$136,870	
Employers Liability Limit						
	Class	Rate	Payroll	Class	Rate	Payroll
Farm: Animal Raised & Driver	170	3.44	\$0	170		
Street & Road	5506	8.70	\$486,675	5506	8.67	\$416,116
Gas Company	7502	1.86	\$401,616	7502	1.77	\$422,069
Waterworks Operation	7520	4.92	656,631	7520	5.40	765,077
Sewage Disposal Plat	7580	2.98	\$641,370	7580	3.03	\$694,058
Ambulance/EMT	7705	5.47	\$914,254	7705	4.70	\$899,521
Firefighter- Paid	7710	7.66	\$135,079	7710	7.20	\$564,833
Firefighter- Volunteer	7711	15.63	\$92,284	7711	9.23	\$124,238
Law Enforcement	7720	6.72	\$1,991,573	7720	5.87	\$2,051,456
Auto Repair	8380	4.69	\$73,742	8380	5.17	\$80,446
Clerical	8810	0.42	\$530,516	8810	0.44	\$520,614
Animal Control	8831	3.61	\$68	8831		
Street Cleaning	9402		\$0	9402		
Municipal NOC	9410	2.19	\$360,124	9410	2.43	\$385,722
Toal Payroll Exposure			\$6,283,932			\$6,924,150
Experience Modification Factor	0.70			0.69		
Schedule Modification Factor	0.65			0.65		
Umbrella		\$95,367			\$101,298	
Limit of Insurance	\$7,000,000			\$7,000,000		
Retention	None			None		
Total Annual Premium		\$507,001			\$552,001	

Keeping Property Deductible at \$5,000 would increase premium by \$14,424
Changing Auto Physical Damage deductible from \$5000 to \$2500 would increase premium by \$11,018

Public Employee Disability Act (PEDA) provides full salary W/C Benefits for up to 52 weeks to eligible public safety employees who are injured in the line of duty.
To add PEDA coverage W/C premium would increase by \$6,571

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING EASEMENT AGREEMENT WITH TOLEDO, PEORIA & WESTERN RAILWAY
CORP. FOR EXTENSION OF MULTI-USE PATH**

WHEREAS, the Village of Morton is desirous of extending its multi-use path along Detroit Avenue; and

WHEREAS, the extension of the multi-use path will require a crossing of certain right of way owned by Toledo, Peoria & Western Railway Corp., and

WHEREAS, it is therefor necessary for the Village of Morton to enter into an easement agreement with Toledo, Peoria & Western Railway Corp. in the form attached as Exhibit A.

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

1. That the Easement Agreement, in the form identical or substantially similar to that set forth in Exhibit A is hereby accepted and approved by the Village of Morton.
2. The President and Clerk are authorized and directed to execute the Acceptance set forth on 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 _____, 2024; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 2024.

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 _____ 2024 (“**Effective Date**”), by and between **Toledo, Peoria & Western Railway, Corp.** a Delaware corporation whose address is 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.

WHEREAS, Grantor owns an interest in certain parcels 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 and a Multi-Use Path (12,346.13 square feet)

All described as the Detroit Avenue Project, Railroad Project # 23TPWR04R, (the “**Transportation Project**”); and

WHEREAS, Grantor and Grantee have entered into a Construction and Maintenance Agreement (RR Project # 23TPWR04R) dated as of _____, 202_, for the purpose of resurfacing the existing public crossing at Detroit Avenue and adding a new pedestrian crossing and certain appurtenances and associated improvements on, beneath or above land situated in the Village of Morton, County of Tazewell, State of Illinois, on or near the Premises, which incorporates the plans for Grantee’s construction of certain infrastructure in, under, over, on, upon, across or through the Premises; and

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

WHEREAS, the rights granted under the Easement are limited to the Easement Purposes 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. Easement Purpose. The purpose of the Permanent Easement shall be to resurface the existing public roadway crossing at Detroit Avenue (DOT # 004907C) and install a new multi-use pedestrian path along Detroit Avenue in, under, over, on, upon, across, or through the parcels of land described on **Exhibit A** (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.

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** for the 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 the terms and conditions of the Construction and Maintenance Agreement (RR Project # 23TPWR04R) and this Easement Agreement.
- c. Grantor has agreed to grant Grantee such Easement, subject to the terms and conditions set forth in this Easement Agreement and in the Construction and Maintenance Agreement (RR Project # 23TPWR04R) incorporated herein as if fully set forth in this instrument which terms shall be in full force and effect for purposes of the Easement even if the Construction and Maintenance Agreement (RR Project # 23TPWR04R) is, for whatever reason, no longer in effect, unless the Transportation Project is abandoned.

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 Easement for the Easement Purposes.
- c. By its acceptance of this Easement Agreement, the Grantee: (1) acknowledges that portions of the Premises are 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 of this Easement Agreement. Grantor is a federally regulated, common carrier railroad. Grantor therefore must maintain and reserve all of its rights with respect to the fulfillment of its federal common carrier obligations involving this property, including but not limited to the ability to reestablish its tracks at the Detroit Avenue crossing designated DOT/AAR #004907C. In the event that the track and crossing are placed back into service, Grantee will reimburse Grantor for all reasonable time and material costs Grantor incurs in removing the pavement of the railroad crossing surface between the tracks, and 6 feet on each side of the centerline of such tracks.

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

Section 3. Compensation for Easements. 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 Easements.

Section 4. No Warranty; Indemnity.

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.

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. Such

approval is limited to such work Grantee will perform pursuant to Construction and Maintenance Agreement (RR Project # 23TPWR04R) and shall not apply to any other work performed by Grantee not subject thereto. Any work 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 Easements, 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 (RR Project # 23TPWR04R). 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 whether included under Construction and Maintenance Agreement (RR Project # 23TPWR04R) or not. 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 the Easements, 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 Easements, 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 Easements, 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.

- 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.

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.
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.
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.
5. This Easement Agreement and the Construction and Maintenance Agreement (RR Project # 23TPWR04R) 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.
6. Time is of the essence for the performance of this Easement Agreement.
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.

In Witness whereof, **Toledo, Peoria & Western Railway, Corp.** has hereunto set its seal,
effective this _____ day of _____, 2024.

Toledo, Peoria & Western Railway, Corp.

By: Julianne Eddy

Title: President

Witnessed by:

STATE OF _____)

) SS:

COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for said County, this _____ day of
_____, 2024, came Julianne Eddy, President, on behalf of Toledo, Peoria
& Western Railway, Corp. and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal.

Printed Name

Residing in

County,

My Commission Expires: _____

Exhibit A

Permanent Easement

Part the Toledo, Peoria & Western Railway Corporation in the Northwest Quarter of Section 20, Township 25 North, Range 3 East of the 3rd Principal Meridian, Tazwell County, Illinois more particularly described as follows:

Commencing at a found disk, being the Northwest Quarter of Section 20; thence South 01 degrees 17 minutes 31 seconds East along the west line of the Northwest Quarter of Section 20, a distance of 1,159.07 feet to the intersection with the northerly existing right of way line of the Toledo, Peoria & Western Railway Corporation; thence North 80 degrees 15 minutes 59 seconds East along the northerly existing right of way line of the Toledo, Peoria & Western Railway Corporation, 1,158.00 feet to a point on 3,134.09 feet radius curve, the center of circle bears South 10 degrees 37 minutes 20 seconds East; thence north along the curved northerly existing right of way line of the Toledo, Peoria & Western Railway Corporation, 263.82 feet through a central angle of 04 degrees 29 minutes 23 seconds and having a chord bearing of North 76 degrees 57 minutes 58 seconds East for a distance of 263.74 feet to the Point of Beginning; thence continuing along the curved northerly existing right of way line of the Toledo, Peoria & Western Railway Corporation, 90.89 feet through a central angle of 01 degree 39 minutes 42 seconds and having a chord bearing of North 73 degrees 43 minutes 26 seconds East for a distance of 90.88 feet to a point on 4,478.01 feet radius curve, the center of circle bears South 19 degrees 28 minutes 09 seconds East; thence north along the curved northerly existing right of way line of the Toledo, Peoria & Western Railway Corporation, 32.91 feet through a central angle of 00 degrees 25 minutes 16 seconds and having a chord bearing of North 70 degrees 19 minutes 13 seconds East for a distance of 32.91 feet; thence South 01 degree 15 minute 34 seconds East, 105.40 feet to the southerly existing right of way line of the Toledo, Peoria & Western Railway Corporation being a point on 4,578.01 feet radius curve, the center of circle bears South 19 degrees 26 minutes 36 seconds East; thence south along the curved southerly existing right of way line of the Toledo, Peoria & Western Railway Corporation, 2.03 feet through a central angle of 00 degrees 01 minutes 31 seconds and having a chord bearing of South 70 degrees 32 minutes 38 seconds West for a distance of 2.03 feet to a point on 3,234.09 feet radius curve, the center of circle bears North 17 degrees 08 minutes 36 seconds West; thence south along the curved southerly existing right of way line of the Toledo, Peoria & Western Railway Corporation, 121.11 feet through a central angle of 02 degrees 08 minutes 44 seconds and having a chord bearing of South 73 degrees 55 minutes 46 seconds West for a distance of 121.10 feet; thence North 01 degree 15 minutes 34 seconds West, 103.04 feet to the Point of Beginning containing 12,346.13 square feet or 0.283 acres, more or less.

Exhibit B
(Attached Hereto)

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING CHANGE ORDER WITH RIVER CITY DEMOLITION
FOR REMOVAL OF ASBESTOS CONTAINING MATERIAL**

WHEREAS, the Corporate Authorities of the Village of Morton previously approved waiver of formal bidding and acceptance of proposal from Triple A Asbestos for the removal of asbestos containing material at 191 E. Queenwood Road, Morton Illinois; and

WHEREAS, subsequent to the approval of the aforesaid resolution and before the commencement of work, the Public Works Director obtained a proposal from River City Demolition for the removal of asbestos containing material from the aforesaid property, at a time and material rate less than that of Triple A Asbestos; and

WHEREAS, the Public Works Director has recommended the Village of Morton authorize and approve a change order with River City Demolition for the removal of asbestos containing material.

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

1. The terms of this Resolution alter, amend, and supersede the provisions of Resolution _____ adopted on November 4, 2024.
2. The Corporate Authorities of the Village of Morton do hereby authorize and approve the attached changed order with River City Demolition for the removal of asbestos containing material at 191 E. Queenwood Road, Morton Illinois.
3. The Public Works Director is authorized and directed to execute the change order any other documents which may be necessary.

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 _____, 2024; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this ____ day of _____, 2024.

President

ATTEST:

Village Clerk

**Change Order
No. 001**

Date of Issuance: November 11th, 2024

Effective Date: November 11th, 2024

Project: Nursing Home Demolition	Owner: Village of Morton; 191 Queenwood Dr.; Morton, IL 61550	Owner's Contract No.:
Contract: Nursing Home Demolition		Date of Contract: November 11 th , 2024
Contractor: River City Demolition, Inc.; P.O. Box 726; Peoria, IL 61652		Engineer's Project No.: 24-6203

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Removal and disposal of +/-1,250 ft. transite duct piping under the floor slab. Unit price is \$38 per foot for 8" to 14" diameter transite duct piping. The price per foot for transite duct piping greater than 14" diameter is \$43 per foot.

Attachments (list documents supporting change):

Nursing Home – Abatement Price email.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$ <u>411,200.60</u>	Original Contract Times: <input type="checkbox"/> Working days <input checked="" type="checkbox"/> Calendar days Substantial completion (days or date): <u>April 16, 2024</u> Ready for final payment (days or date): <u>April 30, 2024</u>
[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: \$ <u>0.00</u>	[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: Substantial completion (days): <u>Zero (0) Days</u> Ready for final payment (days): <u>Zero (0) Days</u>
Contract Price prior to this Change Order: \$ <u>411,200.60</u>	Contract Times prior to this Change Order: Substantial completion (days or date): <u>April 16, 2024</u> Ready for final payment (days or date): <u>April 30, 2024</u>
Increase of this Change Order: \$ <u>47,500.00</u>	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): <u>Zero (0) Days</u> Ready for final payment (days or date): <u>Zero (0) Days</u>
Contract Price incorporating this Change Order: \$ <u>458,700.60</u>	Contract Times with all approved Change Orders: Substantial completion (days or date): <u>April 16, 2024</u> Ready for final payment (days or date): <u>April 30, 2024</u>
RECOMMENDED: By: _____ Engineer – Midwest Engineering Associates, Inc., a Fehr Graham Co. Date: _____ Approved by Funding Agency (if applicable): _____	ACCEPTED: By: _____ Owner – Craig Loudermilk Date: _____ ACCEPTED: By: _____ Contractor (Authorized Signature) Date: _____ Date: _____

Rob Culp

From: Rob.Culp@fehrgraham.com
Subject: FW: Nursing Home - Abatement price

Begin forwarded message:

From: Craig Loudermilk <cloudermilk@morton-il.gov>
Date: November 6, 2024 at 3:22:00 PM CST
To: Josh Runyon <joshrcdemolition@yahoo.com>
Cc: Rob Culp <Rob.Culp@fehrgraham.com>
Subject: RE: Nursing Home - Abatement price

Thank you Josh! We will review your proposal and get back to you tomorrow.

Your bid was approved by the Board on Monday night. We are looking forward to working with you on this project. Please proceed with your notices & I will begin putting together the Contracts.

If you have any questions/comments, please let me know.

Thanks,

Craig M. Loudermilk, P.E.
Director of Public Works
Village of Morton
120 N. Main Street | Morton, IL 61550
Phone: (309) 266-5361 (Ext. 2223)
Fax: (309) 266-5508
cloudermilk@morton-il.gov

From: Josh Runyon <joshrcdemolition@yahoo.com>
Sent: Monday, November 4, 2024 2:56 PM
To: Craig Loudermilk <CLoudermilk@morton-il.gov>
Subject: Nursing Home - Abatement price

Craig-

I came up with a unit price of \$38/ LF for removal and disposal of the transite duct piping under the floor slab.

This price is figured based on a take-off of roughly 1300LF per the plans.

I realize this is an estimate so the final pricing would be calculated on actual LF of piping removed. Also, I would like to clarify that this pricing is for 8"-14" pipes. Anything Larger would constitute extra disposal as we wouldn't be able to fit as many pipes in the allotted dumpsters.

The LF price for anything 15"+ would be \$43/ LF.

Thanks
Josh

Josh Runyon

President
River City Demolition, Inc
PO Box 726
Peoria, IL 61652
ph. 309-673-8938
cell. 309-299-0207