

AGENDA
REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE VILLAGE OF MORTON, ILLINOIS
7:00 P.M.
MONDAY, DECEMBER 16, 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**
 - A. An Ordinance For The Levy And Assessment Of Taxes For The Fiscal Year Beginning May 1, 2024, And Ending April 30, 2025
- 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 – December 2, 2024
 - B. Approval of Bills
- VIII. CONSIDERATION OF ITEMS REMOVED FROM THE CONSENT AGENDA**
- IX. VILLAGE PRESIDENT**
- X. VILLAGE CLERK**
- XI. VILLAGE ADMINISTRATOR**
 - A. An Ordinance For The Levy And Assessment Of Taxes For The Fiscal Year Beginning May 1, 2024, And Ending April 30, 2025
 - B. Building Improvement Grant Recommendation
- XII. CHIEF OF POLICE**
- XIII. CORPORATION COUNSEL**
- XIV. DIRECTOR OF FIRE AND EMERGENCY SERVICES**
 - A. Resolution Modifying The Staffing Model For Full Time Fire Department
- XV. DIRECTOR OF PUBLIC WORKS**
 - A. Resolution Approving Easement With Alice M. Hill, The Marion N. Albrecht Living Trust and the Shirley A. Shenk Revocable Trust.
 - B. Resolution Approving Easement With Albrecht Properties I, L.P.
 - C. Resolution Authorizing Acceptance Of Right Of Way Dedication From Albrecht Properties, I, L.P. For Queenwood Road Gas Line
 - D. Ordinance Authorizing Purchase Of Real Property Owned By Albrecht Properties, I, L.P. Located Off Queenwood Road, Morton, Illinois
 - E. Acceptance of both Alternate Bid 001 and Alternate Bid 002 for the 2024 Aggregate Recycling Project in the Amount of \$ 743,750.00 and Award of Contract for Same to Gensini Excavating, Inc.
 - F. An Ordinance Making Amendments To Title 8 Of The Morton Municipal Code Regarding State Mandated Water Sampling
- 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., December 2, 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 – November 18, 2024
- B. Approval of Bills

Trustee Parrott moved to approve the Consent Agenda. Motion was seconded by Trustee Newman 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 – Announced that his recent radio interview about Morton will be available on the Village website.

VILLAGE CLERK – None.

VILLAGE ADMINISTRATOR – Announced that the tax levy proposal will be brought forth at the next meeting on December 16, 2024 due to an error in the publication that required postponement.

CHIEF OF POLICE – None.

CORPORATION COUNSEL – None.

DIRECTOR OF FIRE AND EMERGENCY SERVICES – None.

DIRECTOR OF PUBLIC WORKS – DPW Loudermilk presented An Ordinance Making Amendments To Title 8 Of The Morton Municipal Code Establishing A Utility For Collection And Disposal Of Garbage And Recycling Materials. Trustee Leitch moved to approve and it was seconded by Trustee Newman 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 – None.

VILLAGE TRUSTEES

Trustee Blunier – None.

Trustee Hilliard – None.

Trustee Leitch – None.

Trustee Menold – None.

Trustee Newman – None.

Trustee Parrott – None.

CLOSED SESSIONS – None.

CONSIDERATION OF MATTERS ARISING FROM CLOSED SESSIONS – None.

ADJOURNMENT – With no further business to come before the Board, Trustee Newman moved to adjourn. The motion was seconded by Trustee Parrott and approved by a voice vote of all present Trustees.

PRESIDENT

ATTEST:

VILLAGE CLERK

ORDINANCE NUMBER 25-13

AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF TAXES FOR THE FISCAL YEAR BEGINNING MAY 1, 2024, AND ENDING APRIL 30, 2025

BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MORTON, TAZEVELL COUNTY, ILLINOIS, AS FOLLOWS:

SECTION ONE: That the total amount of appropriations for all corporate purposes legally made to be collected from the tax levy of the current fiscal year is hereby ascertained to be the sum of two million, eight hundred, twenty-five thousand (\$2,825,000).

SECTION TWO: That the sum of two million, eight hundred, twenty-five thousand (\$2,825,000), being the total of appropriations heretofore legally made which are to be collected from the tax levy of the current fiscal year of the Village of Morton for all corporate purposes of said Village of Morton, for purposes of providing for a General Fund, Federal Insurance Contribution Act Fund, Illinois Municipal Retirement Fund, and Police Pension Fund, as appropriated for the current fiscal year by annual appropriation ordinance of the Village of Morton for the fiscal year beginning May 1, 2024, and ending April 30, 2025, passed by the President and Board of Trustees of said Village of Morton at the legally convened meeting of July 17, 2023, be and the same is hereby levied upon all of the taxable property in the Village of Morton subject to taxation for the current year, the specific amounts as levied for the various funds heretofore named being included herein by being placed in separate columns under the heading "To Be Raised By Tax Levy" which appears over the same, the tax so levied being for the current fiscal year of said Village of Morton, and for the said appropriation to be collected from said tax levy, the total of which has been ascertained as aforesaid and being as follows:

SECTION THREE: That the total amount of two million, eight hundred, twenty-five thousand (\$2,825,000) ascertained above be and the same is hereby levied and assessed on all property subject to taxation within the Village of Morton according to the value of said property as assessed and equalized for state and county purposes for the current year.

SECTION FOUR: This Levy Ordinance is adopted pursuant to the procedures set forth in the Illinois Municipal Code.

SECTION FIVE: That there is hereby certified to the County Clerk of Tazewell County, Illinois, the several sums above, constituting said total amount, and the total amount of two million, eight hundred, twenty-five thousand (\$2,825,000), which total amount the Village of Morton requires to be raised by taxation for the current fiscal year of the Village of Morton, and the Village Clerk of the Village of Morton is hereby ordered and directed to file with the County Clerk of Tazewell County on or before the time required by law a certified copy of this Ordinance.

PASSED this _____ day of _____, 2024.

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED this _____ day of _____, 2024.

Village President

ATTEST:

Village Clerk

	Total Appropriation	Estimated Receipts From Sources Other Than Tax Levy	To Be Raised By Tax Levy
General Fund	\$ 19,286,175.00	\$ 17,572,675.00	\$ 1,713,500.00
Solid Waste Fund	673,160.00	673,160.00	-
Federal Insurance Contribution Act Fund	469,656.00	69,656.00	400,000.00
Tourism Fund	749,700.00	749,700.00	-
Illinois Municipal Retirement Fund	138,270.00	86,770.00	51,500.00
Morton Business District Tax Allocation Fund	1,450,000.00	1,450,000.00	-
Motor Fuel Tax Fund	544,500.00	544,500.00	-
Gas Fund	17,468,800.00	17,468,800.00	-
Storm Water Fund	1,408,000.00	1,408,000.00	-
Water & Wastewater Fund	8,087,500.00	8,087,500.00	-
911 Consolidation Center Fund	36,600.00	36,600.00	-
Full-time Firefighters Pension Fund	-	-	-
Volunteer Firefighters Retirement Fund	55,000.00	55,000.00	-
Police Pension Fund	1,147,750.00	487,750.00	660,000.00
	<u>\$ 51,515,111.00</u>	<u>\$ 48,690,111.00</u>	<u>\$ 2,825,000.00</u>

SUMMARY OF LEVY

Levy For General Corporate Purposes (65 ILCS 5/8-3-1)	\$ 19,286,175.00	\$ 17,572,675.00	\$ 1,713,500.00
Levy For Illinois Municipal Retirement Fund Purposes (40 ILCS 5/7-171)	138,270.00	86,770.00	51,500.00
Levy For Police Pension Purposes (40 ILCS 5/3-125)	1,147,750.00	487,750.00	660,000.00
Levy For Social Security Purposes (40 ILCS 5/21-110)	469,656.00	69,656.00	400,000.00
<u>Total Levy</u>	<u>\$ 21,041,851.00</u>	<u>\$ 18,216,851.00</u>	<u>\$ 2,825,000.00</u>

Fund & Department	Appropriated								Total Expenses Appropriated
	<u>Personnel Costs</u>	<u>Contractual</u>	<u>Commodities</u>	<u>Debt</u>	<u>Service</u>	<u>Capital Outlay</u>	<u>Other</u>	<u>Contingency</u>	
General Fund									
President & Board of Trustees	\$ 17,200	\$ 19,450	\$ 3,000	\$ -	\$ -	\$ 15,500	\$ 5,500	\$ 60,650	
Board of Fire & Police Comm.	900	3,000	-	-	-	100	400	4,400	
Administration	195,600	127,450	609,750	133,500	218,000	458,500	100,000	1,842,800	
Community Development	118,600	105,800	500	-	1,100	-	22,600	248,600	
Fire	1,058,100	303,750	62,750	-	950,000	210,000	100,000	2,684,600	
Paramedic	1,611,000	203,800	177,200	-	73,000	12,500	100,000	2,177,500	
Police	3,655,000	819,175	228,500	-	580,000	3,950	100,000	5,386,625	
Public Works	211,900	145,000	37,500	-	71,100	-	46,600	512,100	
Streets	792,900	2,150,800	547,300	-	2,727,000	-	100,000	6,318,000	
Plaza	-	38,500	7,800	-	-	-	4,600	50,900	
Total General Fund	\$ 7,661,200	\$ 3,916,725	\$ 1,674,300	\$ 133,500	\$ 4,620,200	\$ 700,550	\$ 579,700	\$ 19,286,175	
Social Security Fund	\$ 426,960	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 42,696	\$ 469,656	
Tourism Fund	\$ 42,900	\$ 28,600	\$ -	\$ -	\$ 500,000	\$ 110,000	\$ 68,200	\$ 749,700	
Illinois Municipal Retirement Fund	\$ 125,700	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,570	\$ 138,270	
Business District Fund	\$ -	\$ -	\$ -	\$ -	\$ 1,250,000	\$ 100,000	\$ 100,000	\$ 1,450,000	
Motor Fuel Tax Fund	\$ -	\$ 95,000	\$ 215,000	\$ -	\$ 185,000	\$ -	\$ 49,500	\$ 544,500	
Gas Fund	\$ 1,142,200	\$ 9,644,600	\$ 218,500	\$ -	\$ 6,362,000	\$ 1,500	\$ 100,000	\$ 17,468,800	
Stormwater Fund	\$ 285,800	\$ 753,000	\$ 66,600	\$ -	\$ 201,100	\$ 1,500	\$ 100,000	\$ 1,408,000	
Water & Wastewater Fund									
Wastewater	\$ 891,100	\$ 3,001,900	\$ 243,400	\$ -	\$ 241,100	\$ 40,000	\$ 100,000	\$ 4,517,500	
Water Distribution	555,000	114,400	308,000	-	161,100	-	100,000	1,238,500	
Water Treatment	624,000	790,900	532,500	-	284,100	-	100,000	2,331,500	
Total Water & Wastewater Fund	\$ 2,070,100	\$ 3,907,200	\$ 1,083,900	\$ -	\$ 686,300	\$ 40,000	\$ 300,000	\$ 8,087,500	
Solid Waste Fund	\$ 5,960	\$ 283,000	\$ -	\$ -	\$ -	\$ 323,000	\$ 61,200	\$ 673,160	
911 Consolidated Center	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 33,300	\$ 3,300	\$ 36,600	
Full-time Firefighters Pension Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Volunteer Firefighters Retirement Fund	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000	\$ 55,000	
Police Pension Fund	\$ 970,000	\$ 77,750	\$ -	\$ -	\$ -	\$ -	\$ 100,000	\$ 1,147,750	
Village Total	\$ 12,780,820	\$ 18,705,875	\$ 3,258,300	\$ 133,500	\$ 13,804,600	\$ 1,309,850	\$ 1,522,166	\$ 51,515,111	

TRUTH IN TAXATION LAW CERTIFICATE OF COMPLIANCE

I, the undersigned, do hereby certify that I am the presiding officer of the Village of Morton, Tazewell County, Illinois, and as such presiding officer I certify that the levy ordinance, a copy of which is attached, was adopted pursuant to, and in all respects in compliance with, the provisions of Sections 18-60 through 18-85 of the "Truth in Taxation Law".

- X 1. The taxing district published a notice in the newspaper and conducted a hearing meeting the requirements of the Truth in Taxation Law.
2. The taxing district's aggregate levy did not exceed a 5% increase over the prior year's extension. Therefore, a notice and a hearing were not necessary.
3. The proposed aggregate levy did not exceed a 5% increase over the prior year's extension. Therefore, a hearing was not held. The adopted aggregate tax levy exceeded 5% of the prior year's extension and a notice was published within 15 days of its adoption in accordance with the Truth in Taxation Law.
4. The adopted levy exceeded the amount stated in the published notice. A second notice was published within 15 days of the adoption in accordance with the Truth in Taxation Law.

Presiding Officer

Date



Memo

To: President and Board of Trustees
From: Business District Commission
Date: December 12, 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
Peoria Ice Cream Co.	127 E Ashland	\$32,675.00	\$10,000.00	Interstate pylon sign for Dairy Queen
Titan Fitness Morton	1630 N. Main	\$21,885.00	\$10,000.00	Replace exterior signage and paint exterior

The Commission is asking for your approval of this recommendation.

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

Thank you!

RESOLUTION NO. 28-25

RESOLUTION MODIFYING THE STAFFING MODEL FOR FULL TIME FIRE DEPARTMENT

WHEREAS, the Village of Morton Board of Trustees previously adopted resolution 06-24 which set a maximum manning for a full-time day shift fire department of five (5) full time fire fighters; and

WHEREAS, the Village of Morton Board of Trustees previously adopted resolution 03-25 which established a staffing model for a full-time day shift fire department; and

WHEREAS, the Director of Fire and Emergency Services recommends and believes it to be in the best interests of the Village of Morton to modify the aforesaid manning maximum and staffing model model.

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

1. Full-time firefighters for the Village of Morton shall have a base schedule which shall provide 24-hour shifts, scheduled to begin at 7:00am daily, under a standard work schedule of 24 hours on duty, followed by 48 hours off duty.
2. A maximum manning level of six (6) full time firefighters is hereby established by the Corporate Authorities.
3. This Resolution shall be in full force and effect upon its passage and approval as required by law.
4. This Resolution supersedes any resolutions or motions, or parts thereof, which are hereby repealed to the extent of any conflict, including those portions of resolutions 03-25 and 06-24 which are inconsistent with this resolution.
5. If any section, paragraph or provision of this Resolution shall be held invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect any of the remaining provisions of this Resolution.

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 and **ADOPTED** by the Village President and Board of Trustees of the Village of Morton,
this _____ day of _____, 2024.

President

ATTEST:

Village Clerk

RESOLUTION NO. 29-25

**RESOLUTION APPROVING EASEMENT WITH ALICE M. HILL, THE MARION M. ALBRECHT LIVING TRUST
AND THE SHIRLEY A. SHENK REVOCABLE TRUST**

WHEREAS, the Village of Morton has requested that Alice M. Hill, the Marion M. Albrecht Living Trust and the Shirley A. Shenk Revocable Trust execute a gas main line easement over certain property owned by said parties, and legally described in the attached easement; and

WHEREAS, Alice M. Hill, the Marion M. Albrecht Living Trust and the Shirley A. Shenk Revocable Trust are willing to grant the Village of Morton said easement in exchange for the payment of \$8,320.00.

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

1. The easement in the form as attached to this agreement is approved; and
2. The President of the Board of Trustees is authorized to execute the easement on behalf of the Village.

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

THIS DOCUMENT PREPARED BY
McGrath Law Office, P.C.
1600 South Fourth Avenue, Ste. 137
Morton, Illinois 61550

RETURN DOCUMENT TO:
McGrath Law Office, P.C.
1600 South Fourth Avenue, Ste. 137
Morton, Illinois 61550

PERMANENT EASEMENT

For Recorder Use Only

Wayne Lee Albrecht, not personally but as Trustee under the provisions of a Trust Agreement dated February 7, 2006, known as the Marion N. Albrecht Living Trust, of the City of Richardson, County of Dallas and State of Texas, Shirley A. Shenk, not personally but as Trustee under the provisions of a Trust Agreement dated October 26, 2000, known as the Shirley A. Shenk Revocable Trust, of the City of Elkhart, County of Elkhart and State of Indiana, and Alice M. Hill, of the City of Portland, County of Multnomah and State of Oregon, hereinafter "GRANTORS" for and in consideration of \$8,320.00 and other good and valuable consideration, including but not limited to, the undertakings agreed to by the parties hereto that are set forth herein, hereby GRANTS and CONVEYS to the Village of Morton, an Illinois municipal corporation, hereinafter "GRANTEE", a permanent easement. This Easement is subject to the following terms and conditions:

A. LEGAL DESCRIPTION OF EASEMENT: This Easement is described as follows:

PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER
OF SECTION 30, TOWNSHIP 25 NORTH, RANGE 3 WEST OF THE THIRD
PRINCIPAL MERIDIAN, IN THE VILLAGE OF MORTON, TAZEWELL
COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST
QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 30,
THENCE NORTH 00 DEGREES 56 MINUTES 45 SECONDS WEST,
(BEARINGS BASED ON THE ILLINOIS STATE PLANE, WEST ZONE,
NAD83, 2011 ADJUSTMENT), ALONG THE WEST LINE OF SAID
SOUTHEAST QUARTER, A DISTANCE OF 70.81 FEET TO THE POINT OF
BEGINNING OF THE CENTERLINE TO BE DESCRIBED: (THE EASEMENT
BEING 7.5 FEET ON EITHER SIDE OF SAID CENTERLINE)

FROM THE POINT OF BEGINNING, THENCE NORTH 79 DEGREES 39
MINUTES 38 SECONDS EAST, A DISTANCE OF 149.74 FEET; THENCE
NORTH 08 DEGREES 39 MINUTES 38 SECONDS EAST, A DISTANCE OF
74.81 FEET; THENCE NORTH 77 DEGREES 44 MINUTES 43 SECONDS
EAST, A DISTANCE OF 511.47 FEET; THENCE NORTH 72 DEGREES 24
MINUTES 56 SECONDS EAST, A DISTANCE OF 307.88 FEET; THENCE
NORTH 26 DEGREES 38 MINUTES 49 SECONDS EAST, A DISTANCE OF
525.65 FEET; THENCE NORTH 02 DEGREES 30 MINUTES 37 SECONDS

EAST, A DISTANCE OF 164.39 FEET TO THE POINT OF TERMINUS, EXCEPTING THERE FROM THAT PORTION THAT LIES WITHIN THE VILLAGE OF MORTON'S DRAINAGE DITCH, SUBJECT TO ANY EASEMENTS, RESERVATIONS, RESTRICTIONS OR RIGHT OF WAY OF RECORD.

P.I.N. 06-06-30-200-005

Commonly Known As: Off Queenwood Road, Morton, Illinois 61550

B. PURPOSE OF EASEMENT: This Easement is for the installation, maintenance, construction and repair of a natural gas pipeline.

C. RIGHTS CONVEYED TO GRANTEE: The right of ingress and egress over the land of the GRANTORS, as described in Paragraph A, for the purpose of installing a natural gas pipeline is hereby granted by the GRANTORS to the GRANTEE. The GRANTEE, its successors and assigns, its agents, contractors and employees, with or without tools, machinery and equipment, are hereby given the right to dig, excavate, fill, install, repair, replace, construct, maintain, clean, and inspect as to such natural gas pipeline, and the right to enter upon the premises, with or without tools, machinery and equipment, for such purposes. It is expressly understood and agreed that no buildings or other structures shall be placed on the property described within this Easement without the written consent of the GRANTORS and GRANTEE or its successors and assigns being first recorded in the Recorder's Office of Tazewell County, Illinois.

D. OBLIGATION OF THE GRANTEE: Upon completion of any digging, excavation, installation, repair, replacement, construction, maintenance, cleaning, and inspection, the GRANTEE shall restore the surface of the land to the extent reasonably possible to a presentable condition and any such installation and construction shall be in such a manner as not to detract upon completion from the value of the adjoining real estate of the GRANTORS, their successors and assigns.

E. EASEMENT PLAT: A plat depicting the easement premises is marked as Exhibit "A", attached hereto and incorporated herein by reference.

F. BINDING EFFECT: This Agreement is binding upon the parties hereto, their heirs, successors and assigns. The GRANTEE has accepted this Easement pursuant to authority granted by the Board of Trustees to the President and Clerk of the Village of Morton to execute its acceptance. It is expressly understood that the easement that is provided for herein is permanent, perpetual, and shall run with the land.

IN WITNESS WHEREOF, the said GRANTORS have signed, sealed and delivered this Easement on the dates set forth below, and thereafter the GRANTEE, Village of Morton, has accepted this Easement.

Exempt under provisions of Paragraph b.
Section 4, Real Estate Transfer Act.

10/14/2024 Michael L. English Att
Date Buyer, Seller or Representative

EAST, A DISTANCE OF 164.39 FEET TO THE POINT OF TERMINUS, EXCEPTING THERE FROM THAT PORTION THAT LIES WITHIN THE VILLAGE OF MORTON'S DRAINAGE DITCH, SUBJECT TO ANY EASEMENTS, RESERVATIONS, RESTRICTIONS OR RIGHT OF WAY OF RECORD.

P.I.N. 06-06-30-200-005

Commonly Known As: Off Queenwood Road, Morton, Illinois 61550

B. PURPOSE OF EASEMENT: This Easement is for the installation, maintenance, construction and repair of a natural gas pipeline.

C. RIGHTS CONVEYED TO GRANTEE: The right of ingress and egress over the land of the GRANTORS, as described in Paragraph A, for the purpose of installing a natural gas pipeline is hereby granted by the GRANTORS to the GRANTEE. The GRANTEE, its successors and assigns, its agents, contractors and employees, with or without tools, machinery and equipment, are hereby given the right to dig, excavate, fill, install, repair, replace, construct, maintain, clean, and inspect as to such natural gas pipeline, and the right to enter upon the premises, with or without tools, machinery and equipment, for such purposes. It is expressly understood and agreed that no buildings or other structures shall be placed on the property described within this Easement without the written consent of the GRANTORS and GRANTEE or its successors and assigns being first recorded in the Recorder's Office of Tazewell County, Illinois.

D. OBLIGATION OF THE GRANTEE: Upon completion of any digging, excavation, installation, repair, replacement, construction, maintenance, cleaning, and inspection, the GRANTEE shall restore the surface of the land to the extent reasonably possible to a presentable condition and any such installation and construction shall be in such a manner as not to detract upon completion from the value of the adjoining real estate of the GRANTORS, their successors and assigns.

E. EASEMENT PLAT: A plat depicting the easement premises is marked as Exhibit "A", attached hereto and incorporated herein by reference.

F. BINDING EFFECT: This Agreement is binding upon the parties hereto, their heirs, successors and assigns. The GRANTEE has accepted this Easement pursuant to authority granted by the Board of Trustees to the President and Clerk of the Village of Morton to execute its acceptance. It is expressly understood that the easement that is provided for herein is permanent, perpetual, and shall run with the land.

IN WITNESS WHEREOF, the said GRANTORS have signed, sealed and delivered this Easement on the dates set forth below, and thereafter the GRANTEE, Village of Morton, has accepted this Easement.

GRANTORS:

Marion N. Albrecht Living Trust dated February 7, 2006

By Wayne Lee Albrecht
Wayne Lee Albrecht, Trustee as aforesaid
and not personally

Date Signed: 04/15/2024

STATE OF ILLINOIS)
) SS:
COUNTY OF BUREAU)

I, the undersigned Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Wayne Lee Albrecht, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as Trustee under the provisions of a Deed in Trust or an Assignment in Trust delivered to said Trustee in pursuance of a Trust Agreement dated February 7, 2006, and known as the Marion N. Albrecht Trust appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as their own free and voluntary act in their capacity as Trustee as aforesaid, for the uses and purposes therein set forth, including the release and waiver of homestead.

Given under my hand and notarial seal this 15th day of April, 2024.



Michael L. English
Notary Public

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Alice M. Hill
Alice M. Hill

Date Signed: April 12, 2024

STATE OF Oregon)
) SS:
COUNTY OF Multnomah

I, the undersigned Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Alice M. Hill, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as their own free and voluntary for the uses and purposes therein set forth.

Given under my hand and notarial seal this 12th day of April, 2024.



[Signature]
Notary Public

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Shirley A. Shenk Revocable Trust Dated

Shirley A. Shenk Revocable Trust Dated
October 26, 2000

By Shirley A. Shenk

Date 4-13-2024

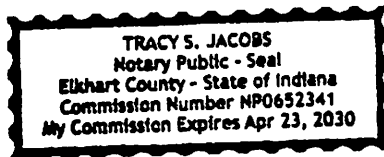
Signed: _____
and not personally

Shirley A. Shenk, as Trustee as aforesaid

STATE OF Indiana)
; SS:
COUNTY OF Elkhart)

I, the undersigned Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Shirley A. Shenk, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as Trustee under the provisions of a Deed in Trust or an Assignment in Trust delivered to said Trustee in pursuance of a Trust Agreement dated October 26, 2000, and known as the Shirley A. Shenk Revocable Trust, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as their own free and voluntary act in their capacity as Trustee as aforesaid, for the uses and purposes therein set forth, including the release and waiver of homestead.

Given under my hand and notarial seal this 13 day of April, 2024.



Tracy S. Jacobs
Notary Public

ACCEPTANCE OF EASEMENT

The Village of Morton hereby accepts the foregoing Easement pursuant to authority granted by the Board of Trustees of the Village of Morton at a regularly scheduled meeting of the Board of Trustees of the Village of Morton held on the ____ day of _____, 2024. The President and Clerk of the Village of Morton have executed the acceptance of this Easement pursuant to authority granted to them by the Board of Trustees at the foregoing meeting.

BY: _____
Village President

ATTESTED TO:

Village Clerk

TO BE FILED WITH THE TAZEWELL COUNTY RECORDER OF DEEDS
AFFIDAVIT FOR PURPOSE OF ILLINOIS PLAT ACT REQUIREMENTS
THIS IS A LEGAL DOCUMENT – PLEASE CONSULT YOUR ATTORNEY
(Zoning & Subdivision Ordinances May Also Apply)

PARCEL NUMBER: 06-06-30-200-005

Grantor or Grantor's Attorney authorized representative in a deed transferring interest in the real estate described in the accompanying deed and further states this transfer **IS EXEMPT FROM THE ILLINOIS PLAT ACT (765 ILCS 205) BECAUSE OF THE FOLLOWING:**

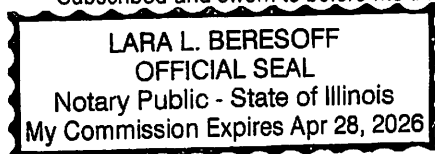
- ☒ NOT A DIVISION OF LAND – PARCEL BOUNDARIES REMAIN UNCHANGED (The Recorder will proceed with recording the deed and no further questions apply. County Plat Officer signature is NOT required. Please sign below and have notarized)
- ☐ A DIVISION OF LAND THAT MEETS ONE OF THE FOLLOWING EXCEPTIONS – APPROVAL BY COUNTY PLAT OFFICER (OR DESIGNEE) IS REQUIRED ALONG WITH APPLICABLE FEE PRIOR TO RECORDING:
- ☐ The divisions or subdivision of land into parcels or tracts of 5 acres or more in size which does not involve any new streets or easements of access.
 - ☐ The division of lots or blocks of less than 1 acre in any recorded subdivision which does not involve any new streets or easements of access.
 - ☐ The sale or exchange of parcels of land between owners of adjoining and contiguous land.
 - ☐ The conveyance of parcels of land or interest therein for use as a right of way for railroads or other public utility facilities and other pipe lines which does not involve any new streets or easements of access.
 - ☐ The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use.
 - ☐ Conveyances made to correct descriptions in prior conveyances.
 - ☐ The sale or exchange of parcels or tracts of land following the division into no more than 2 parts of a particular parcel or tract of land existing on July 17, 1959 and not involving any new streets or easements of access.
 - ☐ The sale of a single lot of less than 5 acres from a larger tract when a survey is made by an Illinois Registered Land Surveyor; provided that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land, as determined by the dimensions and configuration of the larger tract on October 1, 1973, and provided also that this exemption does not invalidate any local requirements applicable to the subdivision of land.
 - ☐ The preparation of a plat for wind energy devised under section 10-620 of the Property Tax Code.
 - ☐ Division meets criteria for agricultural exemption

I swear to the best of my knowledge that the statements contained herein are true and correct. Grantor/Grantor's Attorney further states that this affidavit for the purpose of indicating to THE RECORDER OF DEEDS OF TAZEWELL COUNTY, ILLINOIS, that the conveyance by the attached instrument is within, and in compliance with, the provisions of the Illinois Plat Act.

Name: Michael L. English Signature: Michael L. English Date: October 14, 2024

Name: _____ Signature: _____ Date: _____

Subscribed and sworn to before me this 14th day of October, 2024.



Lara L. Beresoff
Notary Public

Approval for State Plat Act, County Subdivision and Zoning Code Purposes:

SURVEY REQUIRED FOR RECORDING: Yes ☐ No ☐

Tazewell County Plat Officer/designee: _____ Date: _____

(NOTE: County Plat Officer signature required for properties only in the UNINCORPORATED areas of Tazewell County)

15' WIDE GAS MAIN EASEMENT

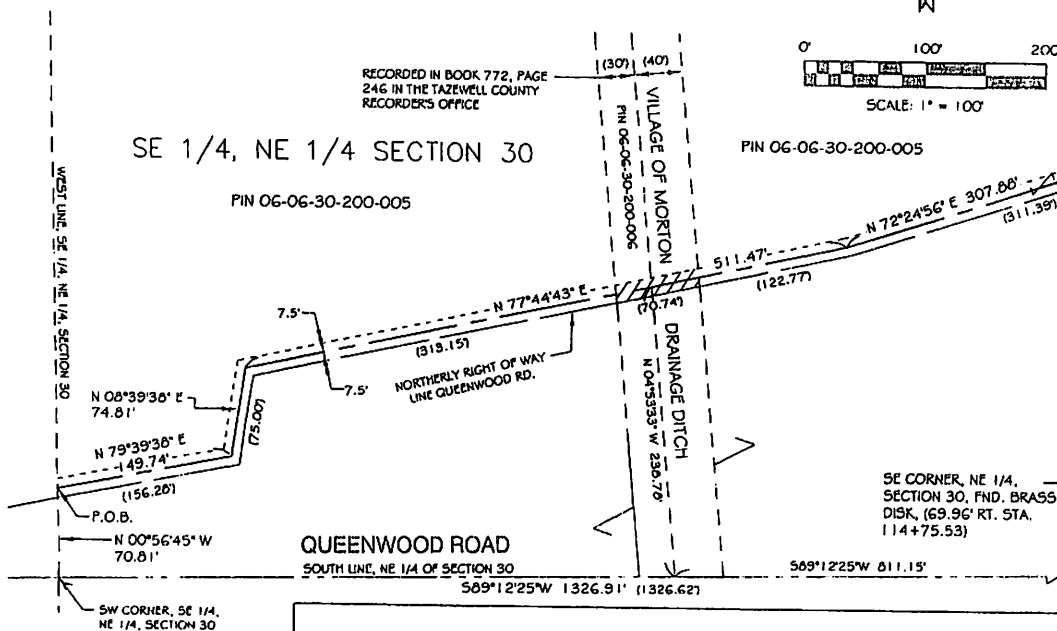
PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 25 NORTH, RANGE 3 WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS.

NOTES:

15' WIDE EASEMENT IS PART OF P.I.N. 06-06-30-200-005.

BEARINGS BASED ON THE ILLINOIS STATE PLANE, WEST ZONE, NAD83, 2011 ADJUSTMENT.

IT IS NOT WARRANTED THAT THIS EASEMENT PLAT CONTAINS COMPLETE INFORMATION REGARDING EASEMENTS, RESERVATIONS, RESTRICTIONS, RIGHT-OF-WAY, BUILDING SETBACK LINES AND OTHER ENCUMBRANCES. FOR COMPLETE INFORMATION, A TITLE OPINION OR OTHER COMMITMENT FOR TITLE INSURANCE SHOULD BE OBTAINED.



LEGEND

- CENTERLINE 15' WIDE EASEMENT
- - - EASEMENT LINE
- - - ADJACENT PROPERTY LINE
- - - SECTION LINE
- - - RIGHT OF WAY LINE
- ▨ AREA EXCLUDED FROM EASEMENT
- MEASURED BEARING & DISTANCE
- RECORD DISTANCE
- NOT TO SCALE
- COMMON OWNERSHIP
- POINT OF BEGINNING
- POINT OF TERMINUS

DESCRIPTION - CENTERLINE 15' WIDE GAS MAIN EASEMENT

PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 25 NORTH, RANGE 3 WEST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF MORTON, TAZEWELL COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 30, THENCE NORTH 00 DEGREES 56 MINUTES 45 SECONDS WEST, (BEARINGS BASED ON THE ILLINOIS STATE PLANE, WEST ZONE, NAD83, 2011 ADJUSTMENT), ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 70.81 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE TO BE DESCRIBED: (THE EASEMENT BEING 7.5 FEET ON EITHER SIDE OF SAID CENTERLINE)

FROM THE POINT OF BEGINNING, THENCE NORTH 79 DEGREES 39 MINUTES 38 SECONDS EAST, A DISTANCE OF 149.74 FEET; THENCE NORTH 08 DEGREES 39 MINUTES 38 SECONDS EAST, A DISTANCE OF 74.81 FEET; THENCE NORTH 77 DEGREES 44 MINUTES 43 SECONDS EAST, A DISTANCE OF 511.47 FEET; THENCE NORTH 72 DEGREES 24 MINUTES 56 SECONDS EAST, A DISTANCE OF 307.88 FEET; THENCE NORTH 26 DEGREES 38 MINUTES 49 SECONDS EAST, A DISTANCE OF 525.65 FEET; THENCE NORTH 02 DEGREES 30 MINUTES 37 SECONDS EAST, A DISTANCE OF 164.39 FEET TO THE POINT OF TERMINUS, EXCEPTING THERE FROM THAT PORTION THAT LIES WITHIN THE VILLAGE OF MORTON'S DRAINAGE DITCH, SUBJECT TO ANY EASEMENTS, RESERVATIONS, RESTRICTIONS OR RIGHT OF WAY OF RECORD.

MOHR & KERR ENGINEERING AND LAND SURVEYING, P.C.

JEFFREY E. FRANKLIN
ILLINOIS REGISTERED PROFESSIONAL LAND SURVEYOR #035-3230
MOHR & KERR ENGINEERING & LAND SURVEYING, P.C.
5901 N. PROSPECT RD., SUITE 6B, PEORIA, IL 61614
PHONE: (309) 692-8500, WEB SITE: WWW.MOHRANDKERR.COM
JEFFRANKLIN@MOHRANDKERR.COM



EXHIBIT

tabbles



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5901 N. Prospect Road, Suite 6B
Peoria, Illinois 61614
www.mohrandkerr.com

Office: (309) 692-8500
Fax: (309) 692-8501
Professional Design Firm #184.005091

REV	DATE	NATURE OF REVISION	DESIGNED	CHECKED	SCALE	DATE
					1" = 100'	06-10-22

FILE NAME: 20-393 Morton Gas Exhibit

CLIENT:

VILLAGE OF MORTON

15' WIDE GAS MAIN EASEMENT

PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 25 NORTH, RANGE 3 WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS.

PROJECT NO.
20-393
SHEET 3 OF 3
DRAWING NO. 3

RESOLUTION NO. 30-25

RESOLUTION APPROVING EASEMENT WITH ALBRECHT PROPERTIES I, L.P.

WHEREAS, the Village of Morton has requested that the Albrecht Properties I, L.P. execute a gas main line easement over certain property owned by the Albrecht Properties I, L.P., and legally described in the attached easement; and

WHEREAS, Albrecht Properties I, L. P. is willing to grant the Village of Morton said easement in exchange for the payment of \$15,287.50.

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

1. The easement in the form as attached to this agreement is approved; and
2. The President of the Board of Trustees is authorized to execute the easement on behalf of the Village.

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

THIS DOCUMENT PREPARED BY
McGrath Law Office, P.C.
1600 South Fourth Avenue, Ste. 137
Morton, Illinois 61550

RETURN DOCUMENT TO:
McGrath Law Office, P.C.
1600 South Fourth Avenue, Ste. 137
Morton, Illinois 61550

PERMANENT EASEMENT

For Recorder Use Only

Albrecht Properties I, L.P., an Illinois limited partnership, hereinafter "GRANTOR" for and in consideration of \$15,287.50 and other good and valuable consideration, including but not limited to, the undertakings agreed to by the parties hereto that are set forth herein, hereby GRANTS and CONVEYS to the Village of Morton, an Illinois municipal corporation, hereinafter "GRANTEE", a permanent easement. This Easement is subject to the following terms and conditions:

A. LEGAL DESCRIPTION OF EASEMENT: This Easement is described as follows:

PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 25 NORTH, RANGE 3 WEST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF MORTON, TAZEWELL COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 30, THENCE NORTH 00 DEGREES 53 MINUTES 03 SECONDS WEST, (BEARINGS BASED ON THE ILLINOIS STATE PLANE, WEST ZONE, NAD83, 2011 ADJUSTMENT), ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30, A DISTANCE OF 29.94 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE TO BE DESCRIBED: (THE EASEMENT BEING 7.5 FEET ON EITHER SIDE OF SAID CENTERLINE)

FROM THE POINT OF BEGINNING, THENCE NORTHEASTERLY ON A CURVE TO THE RIGHT HAVING A RADIUS OF 1813.61 FEET AND AN ARC LENGTH OF 86.75 FEET SAID CURVE BEING SUBTENDED BY A CHORD HAVING A BEARING OF NORTH 87 DEGREES 32 MINUTES 50 SECONDS EAST, A DISTANCE OF 86.74 FEET; THENCE NORTH 88 DEGREES 55 MINUTES 03 SECONDS EAST, A DISTANCE OF 1043.31 FEET; THENCE NORTH 79 DEGREES 39 MINUTES 38 SECONDS EAST, A DISTANCE OF 199.53 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 30 AND

THE POINT OF TERMINUS, SUBJECT TO ANY EASEMENTS,
RESERVATIONS, RESTRICTIONS OR RIGHT OF WAY OF RECORD.

P.I.N. 06-06-30-200-002

Commonly Known As: Off Queenwood Road, Morton, Illinois 61550

AND

PART OF THE WEST HALF OF FRACTIONAL SECTION 30, TOWNSHIP 25
NORTH, RANGE 3 WEST OF THE THIRD PRINCIPAL MERIDIAN, IN THE
VILLAGE OF MORTON, TAZEWELL COUNTY, ILLINOIS, MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST
QUARTER OF SAID SECTION 30, THENCE NORTH 00 DEGREES 38
MINUTES 04 SECONDS EAST, (BEARINGS BASED ON THE ILLINOIS
STATE PLANE, WEST ZONE, NAD83, 2011 ADJUSTMENT), ALONG THE
WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 91.82
FEET; THENCE NORTH 89 DEGREES 32 MINUTES 48 SECONDS EAST, A
DISTANCE OF 385.04 FEET; THENCE NORTH 88 DEGREES 52 MINUTES
16 SECONDS EAST, A DISTANCE OF 50.00 FEET; THENCE NORTH 01
DEGREES 01 MINUTES 07 SECONDS WEST, A DISTANCE OF 32.50 FEET
TO THE POINT OF BEGINNING OF THE CENTERLINE TO BE
DESCRIBED: (THE EASEMENT BEING 7.5 FEET ON EITHER SIDE OF
SAID CENTERLINE)

FROM THE POINT OF BEGINNING, THENCE NORTH 88 DEGREES 52
MINUTES 16 SECONDS EAST, A DISTANCE OF 311.98 FEET; THENCE
NORTH 86 DEGREES 40 MINUTES 05 SECONDS EAST, A DISTANCE OF
281.74 FEET; THENCE NORTH 79 DEGREES 19 MINUTES 24 SECONDS
EAST, A DISTANCE OF 306.35 FEET; THENCE NORTHEASTERLY, ON A
CURVE TO THE RIGHT HAVING A RADIUS OF 1813.61 FEET AND AN
ARC LENGTH OF 216.95 FEET SAID CURVE BEING SUBTENDED BY A
CHORD HAVING A BEARING OF NORTH 82 DEGREES 45 MINUTES 01
SECONDS EAST, A DISTANCE OF 216.82 FEET TO THE EAST LINE OF
THE NORTHWEST QUARTER OF SAID SECTION 30 AND THE POINT OF
TERMINUS, SUBJECT TO ANY EASEMENTS, RESERVATIONS,
RESTRICTIONS OR RIGHT OF WAY OF
RECORD.

P.I.N. 06-06-30-100-001

Commonly Known AS: off Queenwood Road, Morton, Illinois 61550

AFFIX TRANSFER TAX STAMP OR Exempt under
provisions of 35 ILCS 205/31-45(b)(1), Real Estate Transfer
Tax Law.

DATE Buyer, Seller Representative

B. PURPOSE OF EASEMENT: This Easement is for the installation, maintenance, construction and repair of a natural gas pipeline.

C. RIGHTS CONVEYED TO GRANTEE: The right of ingress and egress over the land of the GRANTORS, as described in Paragraph A, for the purpose of installing a natural gas pipeline is hereby granted by the GRANTOR to the GRANTEE. The GRANTEE, its successors and assigns, its agents, contractors and employees, with or without tools, machinery and equipment, are hereby given the right to dig, excavate, fill, install, repair, replace, construct, maintain, clean, and inspect as to such natural gas pipeline, and the right to enter upon the premises, with or without tools, machinery and equipment, for such purposes. It is expressly understood and agreed that no buildings or other structures shall be placed on the property described within this Easement without the written consent of the GRANTOR and GRANTEE or its successors and assigns being first recorded in the Recorder's Office of Tazewell County, Illinois.

D. OBLIGATION OF THE GRANTEE: Upon completion of any digging, excavation, installation, repair, replacement, construction, maintenance, cleaning, and inspection, the GRANTEE shall restore the surface of the land to the extent reasonably possible to a presentable condition and any such installation and construction shall be in such a manner as not to detract upon completion from the value of the adjoining real estate of the GRANTOR, its successors and assigns.

E. EASEMENT PLAT: A plat depicting the easement premises is marked as Exhibit "A", attached hereto and incorporated herein by reference.

F. BINDING EFFECT: This Agreement is binding upon the parties hereto, their heirs, successors and assigns. The GRANTEE has accepted this Easement pursuant to authority granted by the Board of Trustees to the President and Clerk of the Village of Morton to execute its acceptance. It is expressly understood that the easement that is provided for herein is permanent, perpetual, and shall run with the land.

IN WITNESS WHEREOF, the said GRANTOR has signed, sealed and delivered this Easement on the dates set forth below, and thereafter the GRANTEE, Village of Morton, has accepted this Easement.

GRANTOR:

Albrecht Properties I, L.P., an
Illinois Limited Partnership

BY _____
Jeffrey M. Roth, General Partner

Date Signed: _____

STATE OF ILLINOIS)
) SS:
COUNTY OF _____)

I, the undersigned Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Jeffrey M. Roth, being a General Partner of Albrecht Properties I, L.P., an Illinois limited partnership, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as their own free and voluntary for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 2024.

Notary Public

BY _____
Douglas D. Roth, General Partner

Date Signed: _____

STATE OF ILLINOIS)
) SS:
COUNTY OF _____)

I, the undersigned Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Douglas D. Roth, being a General Partner of Albrecht Properties I, L.P., an Illinois limited partnership, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as their own free and voluntary for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 2024.

Notary Public

ACCEPTANCE OF EASEMENT

The Village of Morton hereby accepts the foregoing Easement pursuant to authority granted by the Board of Trustees of the Village of Morton at a regularly scheduled meeting of the Board of Trustees of the Village of Morton held on the ____ day of _____, 2024. The President and Clerk of the Village of Morton have executed the acceptance of this Easement pursuant to authority granted to them by the Board of Trustees at the foregoing meeting.

BY: _____
Village President

ATTESTED TO:

Village Clerk

15' WIDE GAS MAIN EASEMENT

PART OF THE WEST HALF OF FRACTIONAL SECTION 30, TOWNSHIP 25 NORTH, RANGE 3 WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS.

LEGEND

- CENTERLINE 15' WIDE EASEMENT
- - - EASEMENT LINE
- - - ADJACENT PROPERTY LINE
- - - SECTION LINE
- - - APPARENT RIGHT OF WAY LINE
- N 89°32'48" E 385.04' — MEASURED BEARING & DISTANCE
- (481.27') — RECORD DISTANCE
- P.O.B. — POINT OF BEGINNING
- P.O.T. — POINT OF TERMINUS

NOTES:

15' WIDE EASEMENT IS PART OF P.I.N. 06-06-30-100-001.

BEARINGS BASED ON THE ILLINOIS STATE PLANE, WEST ZONE, NAD83, 2011 ADJUSTMENT.

IT IS NOT WARRANTED THAT THIS EASEMENT PLAT CONTAINS COMPLETE INFORMATION REGARDING EASEMENTS, RESERVATIONS, RESTRICTIONS, RIGHT-OF-WAY, BUILDING SETBACK LINES AND OTHER ENCUMBRANCES. FOR COMPLETE INFORMATION, A TITLE OPINION OR OTHER COMMITMENT FOR TITLE INSURANCE SHOULD BE OBTAINED.

MOHR & KERR ENGINEERING AND LAND SURVEYING, P.C.

JEFFREY E. FRANKLIN
ILLINOIS REGISTERED PROFESSIONAL LAND SURVEYOR #035-3230
MOHR & KERR ENGINEERING & LAND SURVEYING, P.C.
5901 N. PROSPECT RD., SUITE 6B, PEORIA, IL 61614
PHONE: (309)692-8500, WEB SITE: WWW.MOHRANDKERR.COM
JEFFRANKLIN@MOHRANDKERR.COM



NW 1/4 SECTION 30

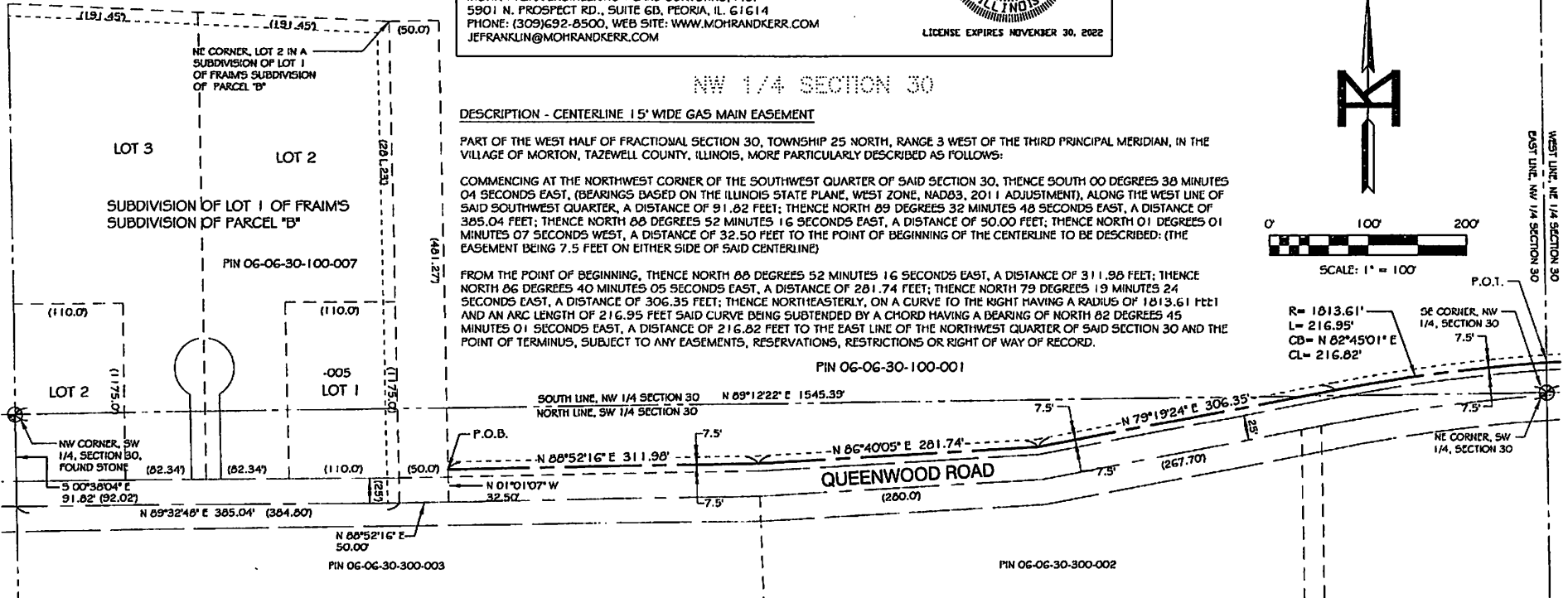
DESCRIPTION - CENTERLINE 15' WIDE GAS MAIN EASEMENT

PART OF THE WEST HALF OF FRACTIONAL SECTION 30, TOWNSHIP 25 NORTH, RANGE 3 WEST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF MORTON, TAZEWELL COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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FROM THE POINT OF BEGINNING, THENCE NORTH 88 DEGREES 52 MINUTES 16 SECONDS EAST, A DISTANCE OF 311.98 FEET; THENCE NORTH 06 DEGREES 40 MINUTES 05 SECONDS EAST, A DISTANCE OF 281.74 FEET; THENCE NORTH 79 DEGREES 19 MINUTES 24 SECONDS EAST, A DISTANCE OF 306.35 FEET; THENCE NORTHEASTERLY, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 1813.61 FEET AND AN ARC LENGTH OF 216.95 FEET SAID CURVE BEING SUBTENDED BY A CHORD HAVING A BEARING OF NORTH 82 DEGREES 45 MINUTES 01 SECONDS EAST, A DISTANCE OF 216.82 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 30 AND THE POINT OF TERMINUS, SUBJECT TO ANY EASEMENTS, RESERVATIONS, RESTRICTIONS OR RIGHT OF WAY OF RECORD.

PIN 06-06-30-100-001



15' WIDE GAS MAIN EASEMENT



MOHR & KERR ENGINEERING & LAND SURVEYING, P.C.
5901 N. Prospect Road, Suite 6B
Peoria, Illinois 61614
www.mohrandkerr.com
Office: (309) 692-8500
Fax: (309) 692-8501
Professional Design Firm #184.005091

SURVEYED	MDP/AMM
DRAWN	JEF
CHECKED	MWM
SCALE	1" = 100'
DATE	04-05-22

CLIENT:
VILLAGE OF MORTON

PART OF THE WEST HALF OF FRACTIONAL SECTION 30, TOWNSHIP 25 NORTH, RANGE 3 WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS.

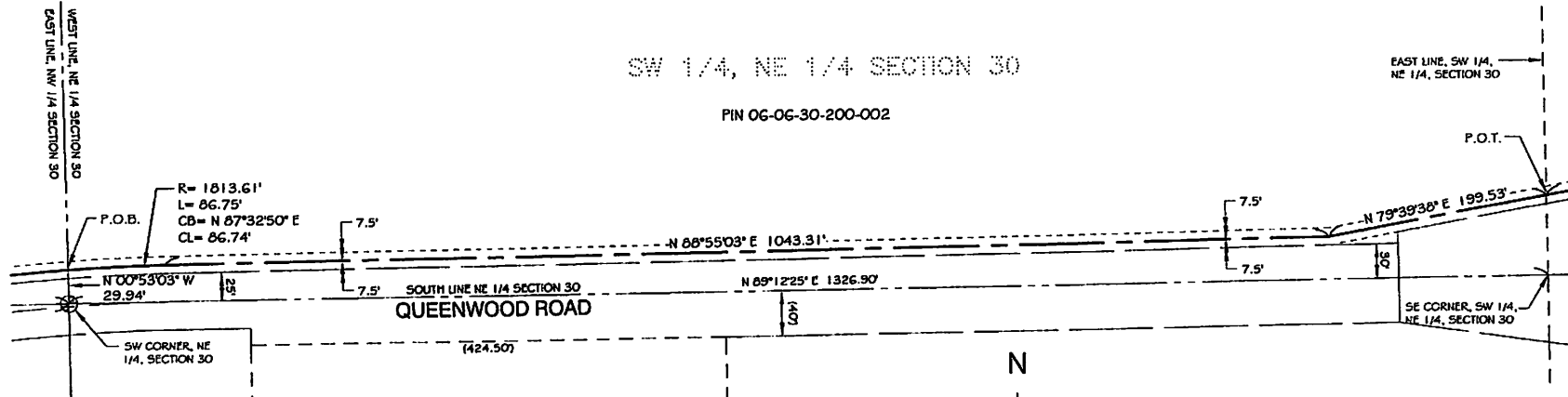
PROJECT NO.
20-393
SHEET 1 OF 3
DRAWING NO. 1

15' WIDE GAS MAIN EASEMENT

PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 25 NORTH, RANGE 3 WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS.

SW 1/4, NE 1/4 SECTION 30

PIN 06-06-30-200-002

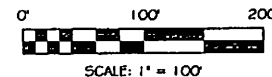


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PHONE: (309)692-8500, WEB SITE: WWW.MOHRANDKERR.COM
JEFRANKLIN@MOHRANDKERR.COM



LICENSE EXPIRES NOVEMBER 30, 2022



LEGEND

- CENTERLINE 15' WIDE EASEMENT
- - - EASEMENT LINE
- - - ADJACENT PROPERTY LINE
- - - SECTION LINE
- - - APPARENT RIGHT OF WAY LINE
- N 88°55'03" E 1043.31' — MEASURED BEARING & DISTANCE
- (424.50') — RECORD DISTANCE
- P.O.B. — POINT OF BEGINNING
- P.O.T. — POINT OF TERMINUS

DESCRIPTION - CENTERLINE 15' WIDE GAS MAIN EASEMENT

PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 25 NORTH, RANGE 3 WEST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF MORTON, TAZEWELL COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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FROM THE POINT OF BEGINNING, THENCE NORTHEASTERLY ON A CURVE TO THE RIGHT HAVING A RADIUS OF 1813.61 FEET AND AN ARC LENGTH OF 86.75 FEET SAID CURVE BEING SUBTENDED BY A CHORD HAVING A BEARING OF NORTH 87 DEGREES 32 MINUTES 50 SECONDS EAST, A DISTANCE OF 86.74 FEET; THENCE NORTH 88 DEGREES 55 MINUTES 03 SECONDS EAST, A DISTANCE OF 1043.31 FEET; THENCE NORTH 79 DEGREES 39 MINUTES 38 SECONDS EAST, A DISTANCE OF 199.53 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 30 AND THE POINT OF TERMINUS, SUBJECT TO ANY EASEMENTS, RESERVATIONS, RESTRICTIONS OR RIGHT OF WAY OF RECORD.

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15' WIDE GAS MAIN EASEMENT



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Professional Design Firm #184.005091

REV.	DATE	NATURE OF REVISION	CHECKED	DATE
1	04-05-22	FILE NAME: P0-393 Morton Gas Exhibit		

CLIENT:
VILLAGE OF MORTON

PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 25 NORTH, RANGE 3 WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS.

PROJECT NO.
20-393
SHEET 2 OF 3
DRAWING NO. 2

TO BE FILED WITH THE TAZEWELL COUNTY RECORDER OF DEEDS
AFFIDAVIT FOR PURPOSE OF ILLINOIS PLAT ACT REQUIREMENTS

THIS IS A LEGAL DOCUMENT – PLEASE CONSULT YOUR ATTORNEY

(Zoning & Subdivision Ordinances May Also Apply)

PARCEL NUMBERS: 06-06-30-200-002 and 06-06-30-100-001

Grantor or Grantor's Attorney authorized representative in a deed transferring interest in the real estate described in the accompanying deed and further states this transfer **IS EXEMPT FROM THE ILLINOIS PLAT ACT (765 ILCS 205) BECAUSE OF THE FOLLOWING:**

☒ NOT A DIVISION OF LAND – PARCEL BOUNDARIES REMAIN UNCHANGED (The Recorder will proceed with recording the deed and no further questions apply. County Plat Officer signature is **NOT** required. Please sign below and have notarized)

☐ A DIVISION OF LAND THAT MEETS ONE OF THE FOLLOWING EXCEPTIONS – APPROVAL BY COUNTY PLAT OFFICER (OR DESIGNEE) IS REQUIRED ALONG WITH APPLICABLE FEE PRIOR TO RECORDING:

- ☐ The divisions or subdivision of land into parcels or tracts of 5 acres or more in size which **does not involve any new streets or easements of access.**
- ☐ The division of lots or blocks of less than 1 acre in any recorded subdivision which **does not involve any new streets or easements of access.**
- ☐ The sale or exchange of parcels of land between owners of adjoining and contiguous land.
- ☐ The conveyance of parcels of land or interest therein for use as a right of way for railroads or other public utility facilities and other pipe lines which **does not involve any new streets or easements of access.**
- ☐ The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use.
- ☐ Conveyances made to correct descriptions in prior conveyances.
- ☐ The sale or exchange of parcels or tracts of land following the division into no more than 2 parts of a particular parcel or tract of land existing on July 17, 1959 and **not involving any new streets or easements of access.**
- ☐ The sale of a single lot of less than 5 acres from a larger tract when a survey is made by an Illinois Registered Land Surveyor; provided that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land, as determined by the dimensions and configuration of the larger tract on October 1, 1973, and provided also that this exemption does not invalidate any local requirements applicable to the subdivision of land.
- ☐ The preparation of a plat for wind energy devised under section 10-620 of the Property Tax Code.
- ☐ Division meets criteria for agricultural exemption.

I swear to the best of my knowledge that the statements contained herein are true and correct. Grantor/Grantor's Attorney further states that this affidavit for the purpose of indicating to THE RECORDER OF DEEDS OF TAZEWELL COUNTY, ILLINOIS, that the conveyance by the attached instrument is within, and in compliance with, the provisions of the Illinois Plat Act.

Name: _____ Signature: _____ Date: _____

Name: _____ Signature: _____ Date: _____

Subscribed and sworn to before me this _____ day of _____ 2024

Notary Public

Approval for State Plat Act, County Subdivision and Zoning Code Purposes:

SURVEY REQUIRED FOR RECORDING: Yes

No

☐

☐

Tazewell County Plat Officer/designee: _____ Date: _____

(NOTE: County Plat Officer signature required for properties only in the UNINCORPORATED areas of Tazewell

RESOLUTION NO. 31-25

**A RESOLUTION AUTHORIZING ACCEPTANCE OF RIGHT OF WAY DEDICATION
FROM ALBRECHT PROPERTIES I, L. P. FOR QUEENWOOD ROAD GAS LINE**

WHEREAS, the Village of Morton desires to acquire easements along Queenwood Road for installation of a gas line; and

WHEREAS, the Village of Morton needs to acquire land from neighboring property owners for right of way to allow for the installation of a gas line along Queenwood Road, and

WHEREAS, the Village of Morton has received an offer from Albrecht Properties I, L. P., an Illinois limited partnership, for the dedication of certain real property described in the Deed of Dedication attached hereto and shown by the plat of survey attached hereto as Exhibit A, said real property to be used for right of way for the installation of a gas line.

WHEREAS, the Village of Morton has determined that the acceptance of the Deed of Dedication is in the best interest of the Village of Morton.

NOW, THEREFORE, be it resolved by the President and Board of Trustees of the Village of Morton as follows:

1. The President and Board of Trustees of the Village of Morton find as facts the recitals hereinabove set forth.
2. The offer to transfer the real property as set forth in the Deed of Dedication attached hereto as Exhibit A is hereby accepted.
3. The President and the Clerk are hereby authorized, respectively, to execute and attest such other documents as may be necessary to the conveyance herein authorized.

PASSED AND APPROVED at a 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

THIS DOCUMENT PREPARED BY
McGrath Law Office, P.C.
1600 South Fourth Avenue, Ste. 137
Morton, Illinois 61550

RETURN DOCUMENT TO:
McGrath Law Office, P.C.
1600 South Fourth Avenue, Ste. 137
Morton, Illinois 61550

DEDICATION OF RIGHT-OF-WAY

For Recorder Use Only



DEDICATION OF RIGHT-OF-WAY

The GRANTOR, ALBRECHT PROPERTIES I, L. P., an Illinois limited partnership, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, DOES HEREBY GRANT, CONVEY, AND DEDICATE unto the VILLAGE OF MORTON, an Illinois Municipal Corporation, its successors and assigns, the following described tracts of real estate to construct, operate, repair, replace, renew, remove, and maintain from time to time a public right-of-way and related appurtenances for use by the general public and the VILLAGE OF MORTON on, under, and across the following described real estate in the County of McLean and State of Illinois, and as depicted on the attached exhibit that is hereby incorporated by reference, to-wit:

The southerly 25 feet of even width of the following described property:

Part of the West half of fractional Section 30, Township 25 North, Range 3 West of the Third Principal Meridian, Tazewell County, Illinois, more particularly described as follows:

Commencing at the Northwest Corner of the Southwest Quarter of said Section 30, thence South 00 degrees 38 minutes 04 seconds East, (Bearings Based on the Illinois State Plane, West Zone, NAD 83, 2011 Adjustment), along the West Line of said Southwest Quarter, a distance of 91.82 feet to the approximate centerline of Queenwood Road; thence North 89 degrees 32 minutes 48 seconds East, along said approximate centerline, a distance of 385.04 feet to the point of beginning:

From the point of beginning, thence North 01 degrees 01 minutes 07 seconds West, along the East line of a subdivision of Lot 1 of Fraim's Subdivision of Parcel "B", in the West half of said Section 30, a distance of 481.36 feet to the Northeast Corner of Lot 2 in said Subdivision; thence North 88 degrees 58 minutes 53 seconds East, a distance of 50.00 feet; thence South 01 degrees 01 minutes 07 seconds West, along said approximate centerline, a distance of 50.00 feet to the point of beginning, said tract containing 0.552 Acres more or less, subject to that portion used as public road right of way along the

Given under my hand and notarial sela this _____ day of _____, 2024.

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public, in and for the State of Illinois, DO HEREBY CERTIFY that, Douglas D. Roth, personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day and acknowledged that he signed, sealed, and delivered said instrument as his free and voluntary act on behalf of said corporation for the uses and purposed therein set forth.

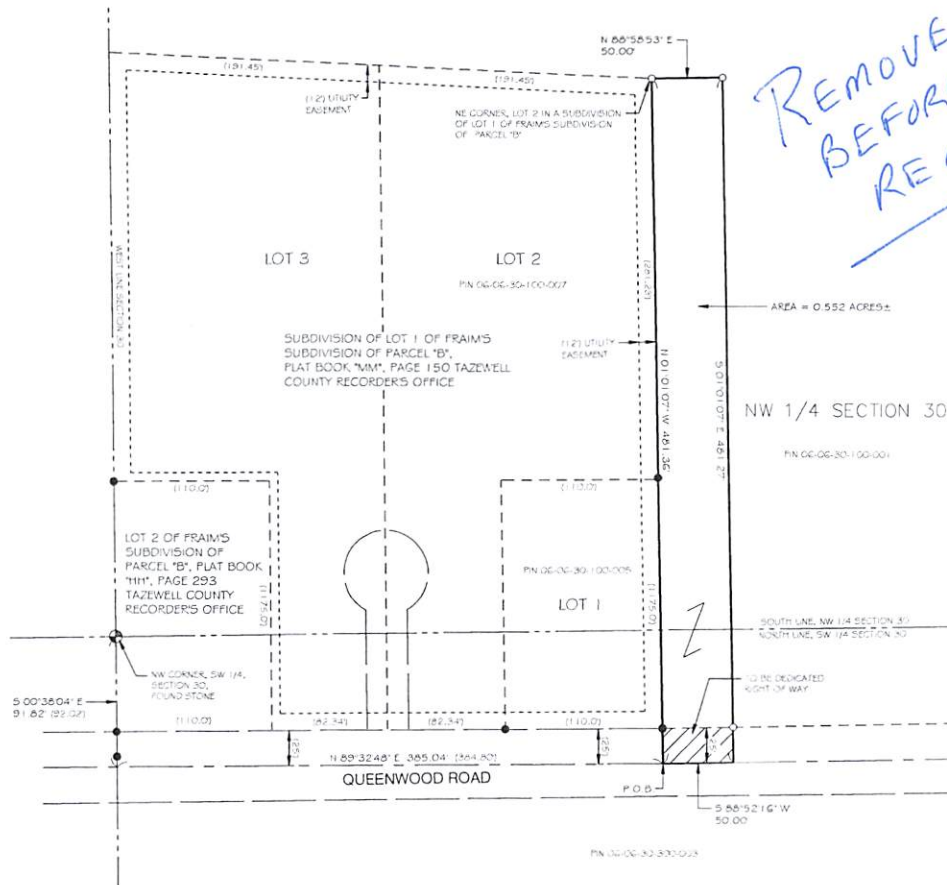
Given under my hand and notarial sela this _____ day of _____, 2024.

Notary Public

Mail Tax Bill To:
Village of Morton
120 North Main Street
Morton, Illinois 61550

PLAT OF SURVEY

PART OF THE WEST HALF OF FRACTIONAL SECTION 30, TOWNSHIP 25 NORTH, RANGE 3 WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS.



- NOTES:
1. PROPERTY BEING SURVEYED IS PART OF P.I.N. 06-06-30-100-001.
 2. BEARINGS ARE BASED ON THE ILLINOIS STATE PLANE, WEST ZONE, NAD83, 2007 ADJUSTMENT.
 3. AREA SURVEYED IS 0.552 ACRES ±.
 4. THIS SURVEY FALLS UNDER 765 ILCS 205/11(B)(4) THE CONVEYANCE OF PARCELS OF LAND OR INTERESTS THEREIN FOR USE AS A RIGHT OF WAY FOR RAILROADS OR OTHER PUBLIC UTILITY FACILITIES AND OTHER PIPE LINES WHICH DOES NOT INVOLVE ANY NEW STREETS OR EASEMENTS OF ACCESS.
 5. PROPERTY SHOWN HEREON IS LOCATED IN ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS PER INSURANCE RATE MAP NO. 17179C0203E, COMMUNITY PANEL NO. 170652 0203 E, EFFECTIVE DATE FEBRUARY 17, 2017.
 6. IT IS NOT WARRANTED THAT THIS PLAT OF SURVEY CONTAINS COMPLETE INFORMATION REGARDING EASEMENTS, RESERVATIONS, RESTRICTIONS, RIGHT OF WAYS OR OTHER ENCUMBRANCES. FOR COMPLETE INFORMATION A TITLE OPINION OR OTHER COMMITMENT FOR TITLE INSURANCE SHOULD BE OBTAINED.

DESCRIPTION

PART OF THE WEST HALF OF FRACTIONAL SECTION 30, TOWNSHIP 25 NORTH, RANGE 3 WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 30, THENCE SOUTH 00 DEGREES 38 MINUTES 04 SECONDS EAST, (BEARINGS BASED ON THE ILLINOIS STATE PLANE, WEST ZONE, NAD 83, 2011 ADJUSTMENT), A DISTANCE OF 91.62 FEET TO THE APPROXIMATE CENTERLINE OF QUEENWOOD ROAD, THENCE NORTH 89 DEGREES 32 MINUTES 46 SECONDS EAST, ALONG SAID APPROXIMATE CENTERLINE, A DISTANCE OF 365.04 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING, THENCE NORTH 01 DEGREES 01 MINUTES 07 SECONDS WEST, ALONG THE EAST LINE OF A SUBDIVISION OF LOT 1 OF FRANKS SUBDIVISION OF PARCEL 'B', IN THE WEST HALF OF SAID SECTION 30, A DISTANCE OF 481.36 FEET TO THE NORTHEAST CORNER OF LOT 2 IN SAID SUBDIVISION, THENCE NORTH 88 DEGREES 58 MINUTES 53 SECONDS EAST, A DISTANCE OF 50.00 FEET, THENCE SOUTH 01 DEGREES 01 MINUTES 07 SECONDS EAST, A DISTANCE OF 461.27 FEET TO SAID APPROXIMATE CENTERLINE OF SAID QUEENWOOD ROAD, THENCE SOUTH 88 DEGREES 52 MINUTES 16 SECONDS WEST, ALONG SAID APPROXIMATE CENTERLINE, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINING 0.552 ACRES MORE OR LESS, SUBJECT TO THAT PORTION USED AS PUBLIC ROAD RIGHT OF WAY ALONG THE SOUTH SIDE THEREOF, SAID TRACT ALSO SUBJECT TO ANY EASEMENTS, RESTRICTIONS, RESERVATIONS OR RIGHT OF WAY OF RECORD.

OWNER'S CERTIFICATE

STATE OF ILLINOIS) 55
COUNTY OF TAZEWELL)

I, WE, _____, THE OWNER(S) OF RECORD OF THE LAND SHOWN ON THE ATTACHED PLAT, DO HEREBY AUTHORIZE AND ACKNOWLEDGE THE SURVEY OF THE LAND AS DESCRIBED IN THE ACCOMPANYING LEGAL DESCRIPTION, ALSO, TO THE BEST OF MY KNOWLEDGE THE DESCRIBED PARCEL IS LOCATED IN THE MORTON UNIT SCHOOL DISTRICT # 709. WE FURTHER DEDICATE THE SOUTH 25 FEET OF EVEN WIDTH TO THE PUBLIC FOR QUEENWOOD ROAD RIGHT OF WAY.

GIVEN UNDER MY HAND THIS _____ DAY OF _____, 2022.

OWNER OF RECORD

OWNER OF RECORD

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____, 2022.

NOTARY PUBLIC

TAZEWELL COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS) 55
COUNTY OF TAZEWELL)

I HEREBY CERTIFY THAT I FIND NO DELINQUENT TAXES, UNPAID CURRENT TAXES, DELINQUENT SPECIAL ASSESSMENTS OR UNPAID CURRENT SPECIAL ASSESSMENTS AGAINST ANY OF THE REAL ESTATE EMBRACED IN THE ATTACHED PLAT OF SURVEY AND DESCRIPTION.

GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____, 2022.

VILLAGE OF MORTON PLAT OFFICER'S CERTIFICATE

STATE OF ILLINOIS) 55
COUNTY OF TAZEWELL)

I, PLAT APPROVING OFFICER FOR THE VILLAGE OF MORTON AND STATE OF ILLINOIS, DO HEREBY ACCEPT THE ABOVE SURVEY AS CONFORMING TO THE REQUIREMENTS OF 765 ILCS SECTION 205/11.

GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____, 2022.

PLAT OF SURVEY

TITLE: PART OF THE WEST HALF OF FRACTIONAL SECTION 30, TOWNSHIP 25 NORTH, RANGE 3 WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS.

PROJECT NO. 20-393
SHEET 1 OF 1
DATE 08-10-22

MOHR & KERR ENGINEERING & LAND SURVEYING, P.C.
5901 N. PROSPECT ROAD, SUITE 6B
PEORIA, ILLINOIS 61614
PHONE: (309) 692-8500
FAX: (309) 692-8501
WWW.MOHRANDKERR.COM
Professional Design Firm #184.005091

DATE	BY	CHKD	APPD	DATE
08-10-22	JEF	MMW		
08-10-22	JEF	MMW		
08-10-22	JEF	MMW		
08-10-22	JEF	MMW		
08-10-22	JEF	MMW		
08-10-22	JEF	MMW		
08-10-22	JEF	MMW		
08-10-22	JEF	MMW		
08-10-22	JEF	MMW		

VILLAGE OF MORTON

ORDINANCE NO. 25-14

**AN ORDINANCE AUTHORIZING PURCHASE OF REAL PROPERTY OWNED BY
ALBRECHT PROPERTIES I, L.P. LOCATED OFF QUEENWOOD ROAD,
MORTON, ILLINOIS**

WHEREAS, Albrecht Properties I, L.P. an Illinois limited partnership, is the owner of certain real property located off of Queenwood Road, Morton, Illinois (hereinafter “Subject Property”), and

WHEREAS, the Village of Morton desires to build a gas main regulator station for a new gas line to be constructed on Queenwood Road, and through ownership; of the Subject Property, the Village would be able to build the gas main regulator station; and

WHEREAS, for the aforesaid reasons, the Village of Morton desires to buy and Albrecht Properties I. L.P. is willing to sell the Subject Property to the Village of Morton on the terms and conditions more particularly set forth in the agreement attached hereto as Exhibit A.

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

SECTION 1: That the contract to purchase real estate attached hereto as Exhibit A is hereby ratified and approved.

SECTION 2. That the President of the Board of Trustees, Village Clerk and Corporation Counsel are authorized and directed to sign all such instruments as may be necessary to effectuate the purchase

BE IT FURTHER ORDAINED that this ordinance shall be in full force and effect upon its passage, approval, and publication as may be required by law.

PASSED AND APPROVED at a regular meeting of the President and Board of Trustees of the Village of Morton 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

CONTRACT FOR THE SALE OF REAL ESTATE

Seller: Albrecht Properties I, L.P. Jeffrey M. Roth, General Partner Douglas D. Roth, General Partner 1801 S. Main Street Morton, Illinois 61550	Buyer: Village of Morton 120 N. Main Street Morton, Illinois 61550
Phone:	Phone:
Email:	Email:
Seller's Attorney: Mescher, Rinehart & Redlingshafer, P.C. Andrew S. Rinehart 108 S. Wood Street Washington, Illinois 61571	Buyer's Attorney: McGrath Law Office, P.C. Patrick B. McGrath 1600 South Fourth Avenue, Ste. 137 Morton, Illinois 61550
Phone: 309-444-5990	Phone: 309-266-6211
Fax:	Fax: 309-266-6888
Email:	Email: realestate@mcgrathpc.com
Listing Broker: NONE	Selling Broker: NONE
Email:	Email:
Phone:	Phone:
Fax:	Fax:

THIS IS INTENDED TO BE A LEGAL DOCUMENT. AN ATTORNEY AT LAW SHOULD BE CONSULTED PRIOR TO THE EXECUTION OF THIS DOCUMENT

THIS CONTRACT is entered into between Albrecht Properties I, L.P., an Illinois limited partnership, hereinafter referred to as **SELLER**, and Village of Morton, an Illinois municipal corporation, hereinafter referred to as **BUYER**, who agree as follows:

1. **DEFINITIONS:** For the purposes of this Contract, capitalized terms shall have the meaning set forth in this Section, unless the context clearly requires otherwise

- a. **"Subject Property"** means the real estate commonly known as off of Queenwood Road, Morton, Illinois 61550 assigned P.I.N. Part of 06-06-30-100-001 and legally described as follows:

Part of the West half of fractional Section 30, Township 25 North, Range 3 West of the Third Principal Meridian, Tazewell County, Illinois, more particularly described as follows:

Commencing at the Northwest Corner of the Southwest Quarter of said Section 30, thence South 00 degrees 38 minutes 04 seconds East, (Bearings Based on the Illinois State Plane, West Zone, NAD 83, 2011 Adjustment), along the West Line of said Southwest Quarter, a distance of 91.82 feet to the approximate centerline of Queenwood

Road; thence North 89 degrees 32 minutes 48 seconds East, along said approximate centerline, a distance of 385.04 feet to the point of beginning:

From the point of beginning, thence North 01 degrees 01 minutes 07 seconds West, along the East line of a subdivision of Lot 1 of Fraim's Subdivision of Parcel "B", in the West half of said Section 30, a distance of 481.36 feet to the Northeast Corner of Lot 2 in said Subdivision; thence North 88 degrees 58 minutes 53 seconds East, a distance of 50.00 feet; thence South 01 degrees 01 minutes 07 seconds West, along said approximate centerline, a distance of 50.00 feet to the point of beginning, said tract containing 0.552 Acres more or less, subject to that portion used as public road right of way along the South side thereof, said tract also subject to any easements, restrictions, reservations or right of way of record,

EXCEPT the southerly 25 feet of even width of the above described tract.

The exact legal description shall be furnished after title commitment is received and will be based upon title commitment.

b. "**Closing Date**" means on or before December 31, 2024 as agreed to by the parties.

2. **PRICE AND PAYMENT:** That SELLER agrees to sell the Subject Property to BUYER, who agrees to pay **\$33,000.00** therefor in the manner following: \$0.00 (down payment inclusive of earnest money) upon the execution of this Agreement and the remainder as required by the agent on or before the Closing Date and on receipt of deed.
3. **FINANCING:** This Contract is not subject to BUYER obtaining financing.
4. **EVIDENCE OF TITLE:** That not less than fourteen (14) days before the Closing Date, SELLER will furnish BUYER a written commitment from a title insurance company duly authorized to do business in Illinois, showing title to said premises subject only to matters to which this sale is subject by the terms hereof and to the customary exceptions contained in owners policies issued by such company. If written commitment discloses defects in title other than matters to which this sale is subject by the terms hereof and the customary exceptions in such policies, then SELLER shall have until date for delivery of deed to correct such defects. Owners' title policy, in amount of the purchase price for said premises, will be paid for by the BUYER and issued to BUYER after delivery of deed.
5. **DEED AND POSSESSION:** That SELLER will cause fee simple title to said real estate to be conveyed to BUYER, or to such party as BUYER may direct, by Warranty Deed (or Trustee's Deed or Executor's Deed, where applicable), and shall deliver possession to BUYER upon payment being made as herein provided, on or before the Closing Date. SELLER shall pay all owners' association(s) dues and/or assessments, and water, sewer, and public utility service charges incurred for improvements on said real estate up to the time when possession passes to BUYER.
6. **RISK OF LOSS:** This contract is subject to the State of Illinois Uniform Vendor and Purchaser Risk Act (765 ILCS 65/1), which provides, in general, that SELLER shall bear the risk of loss until transfer of possession or receipt of deed, whichever occurs first.

7. **TAXES:** Unless otherwise provided for herein, all general real estate taxes for 2024 shall be paid by SELLER. All transfer taxes shall be paid by SELLER.
8. **ENCUMBRANCES:** Mortgage, if any, shall be satisfied out of the purchase price and released when deed is delivered. SELLER'S obligation to obtain mortgage release shall continue until release is obtained and recorded. Easements and building or use restrictions of record, and provisions of zoning and building ordinances, if any, none of which shall be considered as rendering title unmerchantable or unacceptable, provided same are not violated by the existing improvements or the use thereof.
9. **TOXIC OR HAZARDOUS WASTE:** SELLER is unaware of any toxic or hazardous waste materials being stored or having been stored on the premises or the existence of any underground fuel storage tanks on the property, and further represents that no notices have been received from the Illinois Environmental Pollution Control Board or any other governmental entity with regard to toxic or hazardous waste problem with the property.
10. **INSPECTIONS:**
 - a. BUYER shall have the right to make a final inspection of the property immediately prior to settlement to verify that its condition has not deteriorated from the date the offer was made to purchase.
11. **SELLER'S WARRANTIES:** SELLER hereby provides the following warranties, with respect to the property, which is the subject matter of this contract:
 - a. No work has been done upon, or materials furnished to, the premises which could give rise to a lien or liens under the Illinois Mechanics' Lien Act;
 - b. Additional Warranties: The property that is the subject of this contract is sold "AS IS" with no warranties or guarantees of any kind. The property has been inspected by BUYER and BUYER is satisfied with its existing condition. The purchase price that has been agreed upon reflects the fact that the property has been sold "AS IS."
12. **ADDITIONAL PROVISIONS:** The following provisions form a part of this contract unless deleted by mutual agreement of the parties hereto:
 - a. Both SELLER and BUYER agree to comply with the requirements of the Real Estate Settlement Procedures Act
 - b. Words importing the masculine gender include the feminine, words importing the singular number include the plural, and words importing the plural number include the singular
 - c. The covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, and assigns of the respective parties.
 - d. The property that is to be sold through this Contract is not subject to the Residential Real Property Disclosure Report form due to the fact that the property is not residential real property within the meaning of the Residential Real Property Disclosure Act or in the alternative, is specifically excepted from a disclosure pursuant to Section 15 of said Act.

- e. Time is of the essence of this Contract.
 - f. Any deadline in this Contract which falls on a Saturday, Sunday or legally recognized State of Illinois or federal holiday shall be extended to the next business day.
 - g. Section or paragraph headings, or lack thereof, that may be used in various places throughout this Contract are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this Contract or any of its provisions. To the extent there is deemed to be any conflict between the headings and/or numbers, and the text of this Contract, the text shall control.
 - h. SELLER shall provide reasonable access to BUYER and BUYER'S representatives for purposes of inspections, if any, and appraisals.
 - i. The BUYER is not purchasing the property to be owner occupied. This information shall be used by the SELLER'S attorney to prepare the required P-TAX form.
 - j. BUYER agrees that it will, following closing at it's sole expense, install a new field entrance at a mutually agreed location on the Subject Property which shall be available for use by the farmers needing access to the lands that lie contiguous to the Subject Property.
13. **NOTICES:** Title commitments, communications and any notices required to be given pursuant to this Contract shall be delivered to the party's attorney or to the party if not represented by counsel. Any notice shall be given in writing in one of the following ways: (i) by personal delivery to the party or attorney; (ii) by U.S. mail, with postage prepaid, addressed to the party or attorney at the address set forth on the first page hereof; or (iii) by express delivery to the party or attorney at the address set forth on the first page hereof, with charges prepaid. Such notice shall be deemed given on the date when delivered personally, or on the date deposited with the express delivery company (with charges prepaid), or on the date deposited in the U.S. Mail, with postage prepaid.
14. **PREPARATION AND APPROVAL:** This Contract was prepared by McGrath Law Office, P.C., SELLER'S attorney, and approved by BUYER and/or BUYER'S attorney.
15. **SETTLEMENT:** Closing shall be held in Tazewell County or at the office of BUYER'S closing agent, unless the parties agree otherwise.
16. **ATTORNEY'S FEES AND EXPENSES:** Should SELLER or BUYER bring any action against the other with respect to this Contract, the party that does not prevail upon the action, as determined by the court, shall be liable to the other party for any reasonable attorney's fees, costs, and expenses (including expenses of litigation) incurred by such other party and as determined by the court. This provision shall survive closing and delivery of deeds.
17. **DEFAULT:** In the event either party should breach this Contract, the other party may pursue any and all remedies provided.
18. **ENTIRE AGREEMENT:** This Contract represents the entire agreement of the parties. Any prior written or oral agreements of the parties regarding the transaction that is the subject of this Contract merge with and are superseded by this Contract. No covenants, agreements, representations or warranties of any kind have been made by any party or agent of a party to

this Contract, except as specifically set forth herein. The parties expressly acknowledge that they have not relied on any prior or contemporaneous oral or written representations or statements in connection with this Contract, except as expressly set forth herein. Any modifications of the terms of this Contract must be in writing and signed by both parties, in the absence of which the terms of this Contract shall govern.

THIS IS INTENDED TO BE A LEGAL DOCUMENT. AN ATTORNEY AT LAW SHOULD BE CONSULTED PRIOR TO THE EXECUTION OF THIS DOCUMENT.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and seals to several counterparts of this Agreement, of equal effect.

DATE SIGNED BY BUYER: _____, 2024.

THIS CONTRACT WILL BE DEEMED EFFECTIVE AS OF THE LAST DATE SIGNED.

BUYER:

Village of Morton

President

[The remainder of this page is intentionally left blank]

**THIS IS INTENDED TO BE A LEGAL DOCUMENT. AN ATTORNEY AT LAW
SHOULD BE CONSULTED PRIOR TO THE EXECUTION OF THIS DOCUMENT.**

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and seals to
several counterparts of this Agreement, of equal effect.

DATE SIGNED BY SELLER: _____, 2024.

THIS CONTRACT WILL BE DEEMED EFFECTIVE AS OF THE LAST DATE SIGNED.

SELLER:

Albrecht Properties I, L.P., an
Illinois limited partnership

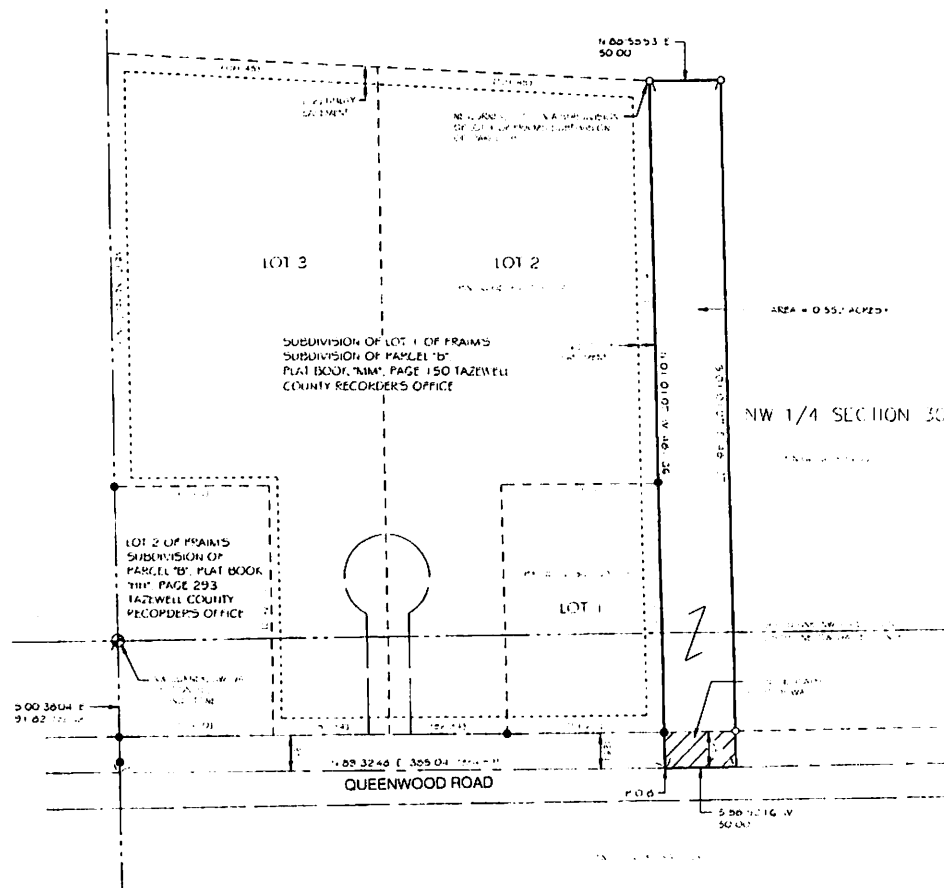
BY _____
Jeffrey M. Roth, General Partner

BY _____
Douglas D. Roth, General Partner

[The remainder of this page is intentionally left blank]

PLAT OF SURVEY

PART OF THE WEST HALF OF FRACTIONAL SECTION 30, TOWNSHIP 25 NORTH, RANGE 3 WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS



NOTES

- PROPERTY BEING SURVEYED IS PART OF P.M. 06 06 30 100 001
- BEARINGS ARE BASED ON THE ILLINOIS STATE PLATE, WEST ZONE, NAD83, 2007 ADJUSTMENT
- AREA SURVEYED IS 0.552 ACRES
- THIS SURVEY FALLS UNDER THE RULES GOVERNING THE CONVEYANCE OF PARCELS OF LAND OR INTERESTS THEREIN FOR USE AS A RIGHT OF WAY FOR RAILROADS OR OTHER PUBLIC UTILITY FACILITIES AND OTHER PUBLIC LINES WHICH DOES NOT INVOLVE ANY NEW STREETS OR EASEMENTS OF ACCESS
- PROPERTY SHOWN HEREON IS LOCATED IN ZONE X. AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS PER INSURANCE RATE MAP NO. 17179C0203E. CONTINUITY PANEL NO. 170652 0203 E, EFFECTIVE DATE FEBRUARY 17, 2017
- IT IS NOT WARRANTED THAT THIS PLAT OF SURVEY CONTAINS COMPLETE INFORMATION REGARDING EASEMENTS, RESERVATIONS, RESTRICTIONS, RIGHT OF WAYS OR OTHER ENCUMBRANCES. FOR COMPLETE INFORMATION A TITLE OPINION OR OTHER COMMITMENT FOR TITLE INSURANCE SHOULD BE OBTAINED

DESCRIPTION

PART OF THE WEST HALF OF FRACTIONAL SECTION 30, TOWNSHIP 25 NORTH, RANGE 3 WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 30, THENCE SOUTH 00 DEGREES 36 MINUTES 04 SECONDS EAST, BEARINGS BASED ON THE ILLINOIS STATE PLATE, WEST ZONE, NAD83, 2011 ADJUSTMENT, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 91.02 FEET TO THE APPROXIMATE CENTERLINE OF QUEENWOOD ROAD, THENCE NORTH 09 DEGREES 32 MINUTES 46 SECONDS EAST, ALONG SAID APPROXIMATE CENTERLINE, A DISTANCE OF 305.04 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING, THENCE NORTH 01 DEGREES 01 MINUTES 07 SECONDS WEST, ALONG THE EAST LINE OF A SUBDIVISION OF LOT 1 OF FRAIM'S SUBDIVISION OF PARCEL 'B' IN THE WEST HALF OF SAID SECTION 30, A DISTANCE OF 481.36 FEET TO THE NORTHEAST CORNER OF LOT 2 IN SAID SUBDIVISION, THENCE NORTH 00 DEGREES 56 MINUTES 53 SECONDS EAST, A DISTANCE OF 50.00 FEET, THENCE SOUTH 01 DEGREES 01 MINUTES 07 SECONDS EAST, A DISTANCE OF 40.27 FEET TO SAID APPROXIMATE CENTERLINE OF SAID QUEENWOOD ROAD, THENCE SOUTH 86 DEGREES 52 MINUTES 10 SECONDS WEST, ALONG SAID APPROXIMATE CENTERLINE, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING, SAID TRACT CONTAINING 0.552 ACRES MORE OR LESS, SUBJECT TO THE EASEMENT USED AS PUBLIC ROAD RIGHT OF WAY ALONG THE SOUTH SIDE THEREOF, SAID TRACT ALSO SUBJECT TO ANY EASEMENTS, RESTRICTIONS, RESERVATIONS OR RIGHT OF WAY OF RECORD.

OWNERS CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF TAZEWELL)
I, WE, THE OWNER(S) OF RECORD OF THE LAND SHOWN ON THE ATTACHED PLAT, DO HEREBY AUTHORIZE AND ACKNOWLEDGE THE SURVEY OF THE LAND AS DESCRIBED IN THE ACCOMPANYING LEGAL DESCRIPTION, ALSO, TO THE BEST OF MY KNOWLEDGE THE DESCRIBED PARCEL IS LOCATED IN THE NORTH UNIT SCHOOL DISTRICT # 709. WE FURTHER DEDICATE THE SOUTH 25 FEET OF EVEN WIDTH TO THE PUBLIC FOR QUEENWOOD ROAD RIGHT OF WAY.

GIVEN UNDER MY HAND THIS DAY OF 2022
OWNER OF RECORD OWNER OF RECORD
SUBSCRIBED AND SWORN TO BEFORE ME THIS DAY OF 2022

NOTARY PUBLIC

TAZEWELL COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF TAZEWELL)
I HEREBY CERTIFY THAT I FIND NO DELINQUENT TAXES, UNPAID CURRENT TAXES, DELINQUENT SPECIAL ASSESSMENTS OR UNPAID CURRENT SPECIAL ASSESSMENTS AGAINST ANY OF THE REAL ESTATE ENBRACED IN THE ATTACHED PLAT OF SURVEY AND DESCRIPTION.
GIVEN UNDER MY HAND AND SEAL THIS DAY OF 2022

VILLAGE OF MORTON PLAT OFFICER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF TAZEWELL)
I, PLAT APPROVING OFFICER FOR THE VILLAGE OF MORTON AND STATE OF ILLINOIS, DO HEREBY ACCEPT THE ENCLOSED SURVEY AS CONFORMING TO THE REQUIREMENTS OF TAZEWELL SECTION 205-1.
GIVEN UNDER MY HAND AND SEAL THIS DAY OF 2022

PLAT OF SURVEY

VILLAGE OF MORTON

PART OF THE WEST HALF OF FRACTIONAL SECTION 30, TOWNSHIP 25 NORTH, RANGE 3 WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF TAZEWELL)
WE, MOHR, KERR, ENGINEERING AND LAND SURVEYING, P.C., DO HEREBY STATE THAT WE HAVE SURVEYED A PART OF THE WEST HALF OF FRACTIONAL SECTION 30, TOWNSHIP 25 NORTH, RANGE 3 WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS, AND TO THE BEST OF OUR KNOWLEDGE AND BELIEF, THE ATTACHED PLAT IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY AS UPON A SCALE OF 1 INCH = 60 FEET.

WE FURTHER STATE THAT THE ABOVE SURVEY IS LOCATED WITHIN THE CORPORATE LIMITS OF AN INCORPORATED VILLAGE, WHICH HAS ADOPTED A CITY PLAN AND IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE 11 OF THE ILLINOIS MUNICIPAL CODE AS NOW OR HEREINAFTER AMENDED.

WE FURTHER STATE THAT THE PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOARDING SURVEY.

DATED THIS 10th DAY OF APRIL, 2022.

MOHR, KERR, ENGINEERING AND LAND SURVEYING, P.C.

JEFFREY E. FRANKLIN
ILLINOIS REGISTERED PROFESSIONAL LAND SURVEYOR # 035-1230
5901 N. PROSPECT RD. SUITE 60 PEORIA, IL 61614
PHONE: (309) 692-6500 WEB SITE: WWW.MOHRKERR.COM
JEFFREY@MOHRKERR.COM



LICENSE EXPIRES NOVEMBER 30, 2022

M MOHR & KERR ENGINEERING & LAND SURVEYING, P.C.
5901 N. PROSPECT ROAD, SUITE 60
PEORIA, ILLINOIS 61614
PHONE: (309) 692-6500
FAX: (309) 692-6361
WWW.MOHRKERR.COM
Professional Design Firm #184 005001

DATE	BY	CHECKED	DATE
20-293	MORTON	20-293	MORTON
20-293	MORTON	20-293	MORTON
20-293	MORTON	20-293	MORTON

VILLAGE OF MORTON

PART OF THE WEST HALF OF FRACTIONAL SECTION 30, TOWNSHIP 25 NORTH, RANGE 3 WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS

PROJECT NO. 20-293
SHEET 1 OF 1
DRAWING NO. 1

December 12th, 2024

Mr. Craig Loudermilk, P.E.
Director of Public Works
Village of Morton
120 North Main Street
P.O. Box 28
Morton, Illinois 61550-0028

RE: Village of Morton 2024 Aggregate Recycling
Midwest Engineering Associates, Inc., a Fehr Graham Co. Project No. 24-6108

Dear Mr. Loudermilk:

Two (2) contractors submitted a bid for the 2024 Aggregate Recycling project. The following is a tabulation of the bids received and read aloud on December 10th, 2024:

Bidder	JIMAX Demolition Corporation	Gensini Excavating
Acknowledge Addendums 1 to 2	Yes	Yes
Bid Bond	Yes	Yes
Signed Bid	Yes	Yes
Alternate Bid No. 001: CAM-06 Production	\$430,200.00	\$300,000.00
Alternate Bid No. 002: CAM-06, CAM-07, RR-1, & RR-5/6 Production	\$818,500.00	\$443,750.00
Total of Alternate Bids No. 001 & 002: CAM-06, CAM-07, RR-1, & RR-5/6 Production	\$1,248,700.00	\$743,750.00

Midwest Engineering Associates, Inc., a Fehr Graham Co., has reviewed the bids and recommends the contract for the 2024 Aggregate Recycling project be awarded to the lowest responsive qualified bidder, Gensini Excavation with a total of Alternate Bids No. 001 and 002: CAM-06, CAM-07, RR-1, & RR-5/6 Production equaling \$743,750.00.

Please call me if you have any questions or comments.

Sincerely,



Robert D. Culp, P.E., C.F.M.
Branch Manager/Principal

VILLAGE OF MORTON
ORDINANCE 25-15

**AN ORDINANCE MAKING AMENDMENTS TO TITLE 8 OF THE MORTON
MUNICIPAL CODE REGARDING STATE MANDATED WATER SAMPLING**

WHEREAS, the Illinois Environmental Protection Agency (IEPA) mandates periodic lead and copper sampling from residential water sources to ensure public health and safety; and

WHEREAS, the Village of Morton is required to comply with these IEPA regulations;
and

WHEREAS, timely cooperation from residents in the collection and remittal of samples is necessary for the Village of Morton to comply with these IEPA regulations; and

WHEREAS, the Director of Public Works has recommended certain amendments to Title 8 to make additional measures available to ensure the cooperation of residents in the collection and remittance of samples.

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: **ADOPTION** “8-4-24: Cooperation With Mandatory Sampling”
of the Morton Municipal Code is hereby *added* as follows:

A D O P T I O N

8-4-24: Cooperation With Mandatory Sampling(*Added*)

The Illinois Environmental Protection Agency may require, from time to time, samples to be taken from various locations within the Village of Morton. Residents shall, upon written request from the Village of Morton, comply with any request to collect and remit water samples to the Village of Morton. In the event a resident fails to collect and return a required sample within thirty (30) days of written notice, the Village of Morton shall be permitted to discontinue water service to the premises until such time as the resident schedules an appointment with the Village of Morton water distribution department to collect a sample from the premises. The failure to a person to collect and remit water samples upon the written request of the Village of Morton, mailed by regular United States Mail to the address to which utility billing is mailed, shall constitute a violation of this Section. In addition to any remedies otherwise provided the Village of Morton shall be permitted to seek an administrative search warrant to gain access to any premises for the purpose of collecting required samples.

SECTION 2: **AMENDMENT** “8-4-21: Service Discontinued And Renewal Thereof” of the Morton Municipal Code is hereby *amended* as follows:

A M E N D M E N T

8-4-21: Service Discontinued And Renewal Thereof

The Village reserves the right to discontinue water service to any premises where the owner or tenant of such premises is guilty of a violation of any of the provisions of this Chapter or where a dangerous condition is found to exist. Further, the Village reserves the right to discontinue water service to any premises in the event the owner or occupant of the premises fails to cooperate in providing any sample which is required to be taken from the premises by Illinois Environmental Protection Agency rules or regulations, such as a lead and copper test. When such service is discontinued and the water is shut off, whether by the Village or at the request of the property owner, the water shall not again be turned on or supplied to such premises until all delinquent charges due the Village have been paid and there is no existing default or violation of any of the provisions of the several sections of this Chapter or the dangerous condition has been eliminated. A written application shall be filed with the proper Village officials for the renewal of such water service, which application shall be accompanied by a fee of fifty dollars (\$50.00) to pay for the shutting off and turning on of the water supply. No customer, plumber, or any other person shall be permitted to use the curb stop of the service connection for shutting off water while making extensions, additions, or repairs to the pipe or equipment on the premises. Such shutoff or discontinuance or interruption of service shall be made only by the Village or its properly authorized employees. There is no charge to shut off or turn on a service if scheduled and performed during normal working hours. At all other times, the fifty dollar (\$50.00) fee is applicable.

Discontinuance of service by the Village for violation shall not be made except on written notice of at least three (3) days, mailed to such customer at his address, as shown upon the records of the Village, or personally delivered to him or a member of his household, advising the customer what particular rule has been violated for which service will be discontinued if the violation is permitted to continue; provided, however, that where the fraudulent use of water is detected, where the Village regulating or measuring equipment has been tampered with, where cross-connection regulations have been violated, or where a dangerous condition is found to exist on the customer's premises, service may be shut off without notice in advance. (Ord. 96-6, 6-17-96; amd. Ord. 01-14, 8-6-01)

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

A M E N D M E N T

8-4-9: Water Rate Schedule

- A. Effective February 1, 2024, 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:

Effective Date	February 1, 2024	May 1, 2025	May 1, 2026	May 1, 2027	May 1, 2028
Monthly service charge	\$11.65	\$11.65	\$11.75	\$11.75	\$11.85
First 3000 cu. ft.	\$.0322	\$.0342	\$.0362	\$.0384	\$.0407
All consumption over 3000 cu. ft.	\$.0222	\$.0242	\$.0262	\$.0278	\$.0295

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

- B. Effective 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.		\$.0322	\$.0342	\$.0362	\$.0384	\$.0407

(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, except however no credit shall be provided to a resident if the Village is required to discontinue water service or obtain an administrative search warrant in order to obtain the required sample.

SECTION 4: **AMENDMENT** “8-4-24: Severability Clause” of the Morton Municipal Code is hereby *amended* as follows:

A M E N D M E N T

8-4-~~24~~99: Severability Clause

SECTION 5: **REPEALER CLAUSE** All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

SECTION 6: **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 7: **EFFECTIVE DATE** This Ordinance shall be in full force and effect ten (10) days from and after the required approval and publication according to law.

PASSED AND ADOPTED BY THE VILLAGE OF MORTON PRESIDENT AND BOARD OF TRUSTEES _____.

	AYE	NAY	ABSENT	ABSTAIN
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