

AGENDA
REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE VILLAGE OF MORTON, ILLINOIS
7:00 P.M.
MONDAY, DECEMBER 15, 2025
FREEDOM HALL, 349 W. BIRCHWOOD, MORTON, ILLINOIS

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. PLEDGE OF ALLEGIANCE TO THE FLAG**
- IV. PUBLIC HEARING**
- V. PRESENTATIONS AND SPECIAL REPORTS**
- VI. PUBLIC COMMENT**
 - A. Public Comments
 - B. Requests for Removal of Items from the Consent Agenda
- VII. CONSENT AGENDA**
 - A. Approval of Minutes
 - 1. Regular Meeting – December 1, 2025
 - B. Approval of Bills
- VIII. CONSIDERATION OF ITEMS REMOVED FROM THE CONSENT AGENDA**
- IX. VILLAGE PRESIDENT**
- X. VILLAGE CLERK**
- XI. VILLAGE ADMINISTRATOR**
 - A. Ordinance 26-19 – An Ordinance for the Levy and Assessment of Taxes for the Fiscal Year Beginning May 1, 2025, and Ending April 30, 2026
 - B. Building Improvement Grant Recommendation
- XII. CHIEF OF POLICE**
- XIII. CORPORATION COUNSEL**
- XIV. DIRECTOR OF FIRE AND EMERGENCY SERVICES**
- XV. DIRECTOR OF PUBLIC WORKS**
 - A. Ordinance 26-20 – An Ordinance Authorizing IEPA Loan Agreement
- XVI. ZONING AND CODE ENFORCEMENT OFFICER**
 - A. Resolution 27-26 – A Resolution Authorizing Boundary Line Agreement Between the Village of Morton and the City of East Peoria
 - B. Ordinance 26-18 – An Ordinance Adopting 2025 Comprehensive Plan Amendment
- XVII. VILLAGE TRUSTEES**
 - A. Trustee Blunier
 - B. Trustee Cirilli
 - C. Trustee Hilliard
 - D. Trustee Leitch
 - E. Trustee Menold
 - 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 1, 2025**

After calling the meeting to order, President Kaufman led the Pledge of Allegiance. The Clerk called the roll, with the following members present: Blunier, Cirilli, Hilliard, Leitch, Menold, Parrott – 6.

PUBLIC HEARINGS – None

PRESENTATIONS – Chief Darche introduced Randy Forbis as the department's new officer. Forbis comes from the Bureau of Federal Prisons. He is a Limestone High School graduate and currently lives in Pekin with his fiancé and three children. Officer Forbis is scheduled to attend the Police Training Institute at the University of Illinois in Champaign starting the first Sunday of the new year. Clerk Ritthaler administered the Oath of Office to Officer Forbis. President Kaufman welcomed Forbis and his family, emphasizing that Morton values long-term careers for their officers.

PUBLIC COMMENT – Dick Peplow, Morton resident and Director of the Greater Peoria Manufacturing Network for the Greater Peoria Economic Development Council, announced and gave details about the upcoming Rural Big Table event. It will be held Wednesday, December 10, from 4:00 PM to 7:00 PM at Tremont High School Cafeteria for the purpose of soliciting discussion and input from officials, business owners, and citizens regarding economic development strategy for the five-county region (Peoria, Tazewell, Woodford, Mason, Logan). He thanked Kim Litwiller at the Morton EDC for helping publicize the event.

CONSENT AGENDA

- A. Approval of Minutes.
 - 1. Regular Meeting – November 17, 2025
- B. Approval of Bills

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

Yes: Blunier, Cirilli, Hilliard, Leitch, Menold, Parrott – 6
No: None
Absent: None

VILLAGE ADMINISTRATOR

Trustee Leitch, on behalf of Administrator Smick, presented the Fall 2025 Tourism Grant Round recommendations. Trustee Leitch moved to approve. Motion was seconded by Trustee Hilliard and approved with the following roll call vote:

Yes: Blunier, Cirilli, Hilliard, Leitch, Menold, Parrott – 6
No: None
Absent: None

DIRECTOR OF FIRE AND EMERGENCY SERVICES

DFE Hale reported a busy week with two significant fires: one at Great Harvest Bread Company and one at Dan Kniep Auto Sales which occurred on Thanksgiving. He thanked East Peoria, Pekin, Tremont, Washington, and Deer Creek Fire Departments for their assistance.

ADJOURNMENT

With no further business to come before the Board, Trustee Leitch moved to adjourn. Motion was seconded by Trustee Hilliard and followed by a unanimous voice vote.

ATTEST:

PRESIDENT

VILLAGE CLERK

ORDINANCE NUMBER 26-19

AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF TAXES FOR THE FISCAL YEAR BEGINNING MAY 1, 2025, AND ENDING APRIL 30, 2026

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

SECTION ONE: This Ordinance repeals Ordinance Number 26-13 previously approved by the Village Board of Trustees on November 17, 2025.

SECTION TWO: 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, ninety thousand dollars (\$2,890,000).

SECTION THREE: That the sum of two million, eight hundred, ninety thousand dollars (\$2,890,000), 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, Police Pension Fund, and Fire 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, 2025, and ending April 30, 2026, passed by the President and Board of Trustees of said Village of Morton at the legally convened meeting of July 21, 2025, 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 FOUR: That the total amount of two million, eight hundred, ninety thousand dollars (\$2,890,000) 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 FIVE: This Levy Ordinance is adopted pursuant to the procedures set forth in the Illinois Municipal Code.

SECTION SIX: 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, ninety thousand dollars (\$2,890,000), 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 _____, 2025.

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED this _____ day of _____, 2025.

Village President

ATTEST:

Village Clerk

	Total Appropriation	Estimated Receipts From Sources Other Than Tax Levy	To Be Raised By Tax Levy
General Fund	\$ 28,186,900.00	\$ 26,521,900.00	\$ 1,665,000.00
Solid Waste Fund	1,587,000.00	1,587,000.00	-
Federal Insurance Contribution Act Fund	473,360.00	(46,640.00)	520,000.00
Tourism Fund	405,000.00	405,000.00	-
Illinois Municipal Retirement Fund	139,700.00	34,700.00	105,000.00
Morton Business District Tax Allocation Fund	1,250,000.00	1,250,000.00	-
Motor Fuel Tax Fund	2,561,000.00	2,561,000.00	-
Gas Fund	9,693,100.00	9,693,100.00	-
Storm Water Fund	1,444,400.00	1,444,400.00	-
Water & Wastewater Fund	8,310,400.00	8,310,400.00	-
911 Consolidation Center Fund	37,750.00	37,750.00	-
Volunteer Firefighters Retirement Fund	55,000.00	55,000.00	-
Police Pension Fund	1,285,500.00	685,500.00	600,000.00
Full-time Firefighters Pension Fund	36,850.00	45,000.00	-
	<u>\$ 55,429,110.00</u>	<u>\$ 52,584,110.00</u>	<u>\$ 2,890,000.00</u>

SUMMARY OF LEVY

Levy For General Corporate Purposes (65 ILCS 5/8-3-1)	\$ 28,186,900.00	\$ 26,521,900.00	\$ 1,665,000.00
Levy For Illinois Municipal Retirement Fund Purposes (40 ILCS 5/7-171)	139,700.00	34,700.00	105,000.00
Levy For Police Pension Purposes (40 ILCS 5/3-125)	1,285,500.00	685,500.00	600,000.00
Levy For Fire Pension Purposes (40 ILCS 5/4-118)	36,850.00	45,000.00	45,000.00
Levy For Social Security Purposes (40 ILCS 5/21-110)	473,360.00	(46,640.00)	520,000.00
<u>Total Levy</u>	<u>\$ 30,122,310.00</u>	<u>\$ 27,240,460.00</u>	<u>\$ 2,935,000.00</u>

Fund & Department	Appropriated								Total Expenses Appropriated
	Personnel Costs	Contractual	Commodities	Debt	Service	Capital Outlay	Other	Contingency	
General Fund									
President & Board of Trustees	\$ 33,800	\$ 25,450	\$ 2,000	\$ -	\$ -	\$ -	\$ 1,500	\$ 6,300	\$ 69,050
Board of Fire & Police Comm.	1,500	3,000	-	-	-	-	100	500	5,100
Administration	293,600	115,150	560,400	133,500	250,000	146,800	100,000	1,599,450	
Community Development	92,200	109,400	2,700	-	45,000	-	24,900	274,200	
Fire	899,000	396,700	62,500	-	575,000	50,000	100,000	2,083,200	
Paramedic	1,611,000	207,300	190,000	-	355,000	-	100,000	2,463,300	
Police	4,040,500	1,081,900	220,000	-	630,000	4,000	100,000	6,076,400	
Public Works	222,700	138,500	47,000	-	273,000	-	68,100	749,300	
Streets	789,500	2,653,200	663,500	-	10,612,000	-	100,000	14,818,200	
Plaza	-	36,300	8,000	-	-	-	4,400	48,700	
Total General Fund	\$ 7,983,800	\$ 4,766,900	\$ 1,756,100	\$ 133,500	\$ 12,740,000	\$ 202,400	\$ 604,200	\$ 28,186,900	
Solid Waste Fund	\$ 27,500	\$ 1,216,500	\$ -	\$ -	\$ -	\$ 243,000	\$ 100,000	\$ 1,587,000	
Social Security Fund	\$ 430,360	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 43,000	\$ 473,360	
Tourism Fund	\$ 42,900	\$ 27,800	\$ -	\$ -	\$ 112,000	\$ 185,500	\$ 36,800	\$ 405,000	
Illinois Municipal Retirement Fund	\$ 127,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,700	\$ 139,700	
Business District Fund	\$ -	\$ -	\$ -	\$ -	\$ 1,050,000	\$ 100,000	\$ 100,000	\$ 1,250,000	
Motor Fuel Tax Fund	\$ -	\$ 200,000	\$ 50,000	\$ -	\$ 2,211,000	\$ -	\$ 100,000	\$ 2,561,000	
Gas Fund	\$ 1,217,700	\$ 6,733,500	\$ 168,400	\$ -	\$ 1,472,000	\$ 1,500	\$ 100,000	\$ 9,693,100	
Stormwater Fund	\$ 282,900	\$ 577,600	\$ 78,400	\$ -	\$ 404,000	\$ 1,500	\$ 100,000	\$ 1,444,400	
Water & Wastewater Fund									
Wastewater	\$ 962,600	\$ 2,043,500	\$ 194,200	\$ -	\$ 605,000	\$ 30,000	\$ 100,000	\$ 3,935,300	
Water Distribution	616,300	167,700	356,900	-	65,200	-	100,000	1,306,100	
Water Treatment	665,800	999,900	658,300	-	645,000	-	100,000	3,069,000	
Total Water & Wastewater Fund	\$ 2,244,700	\$ 3,211,100	\$ 1,209,400	\$ -	\$ 1,315,200	\$ 30,000	\$ 300,000	\$ 8,310,400	
911 Consolidated Center	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 34,350	\$ 3,400	\$ 37,750	
Full-time Firefighters Pension Fund	\$ -	\$ 33,500	\$ -	\$ -	\$ -	\$ -	\$ 3,350	\$ 36,850	
Volunteer Firefighters Retirement Fund	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000	\$ 55,000	
Police Pension Fund	\$ 1,152,000	\$ 33,500	\$ -	\$ -	\$ -	\$ -	\$ 100,000	\$ 1,285,500	
Village Total	\$ 13,558,860	\$ 16,800,400	\$ 3,262,300	\$ 133,500	\$ 19,304,200	\$ 798,250	\$ 1,608,450	\$ 55,465,960	



Memo

To: President and Board of Trustees
From: Business District Commission
Date: December 11, 2025
Re: Building Improvement Grant Recommendation

Below is the recommendation for Building Improvement Grant 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
D to Z Properties	1900 S. Main	\$103,288	\$10,000.00	Paint exterior, replace storefront windows, replace metal trim, install ADA ramp

The Commission is asking for your approval of this recommendation.

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

Thank you!

ORDINANCE NUMBER 26-20

ORDINANCE AUTHORIZING IEPA LOAN AGREEMENT

AN ORDINANCE authorizing the Village of Morton, of Tazewell County, Illinois to borrow funds from the Water Pollution Control Loan Program

WHEREAS, the Village of Morton, of Tazewell County, Illinois operates its sewerage system (“the System”) and in accordance with the provisions of 65 ILCS 5/11-141-7 and the Local Government Debt Reform Act, 30 ILCS 350/1 (collectively, “the Act”), and

WHEREAS, the President and the Board of Trustees of the Village of Morton (“the Corporate Authorities”) have determined that it is advisable, necessary and in the best interests of public health, safety and welfare to improve the System, including the following:

For Plant #2, the project includes miscellaneous improvements, primarily including the construction of a new headworks facility, new secondary treatment aeration basins and final clarifiers, a new tertiary disc filter facility, a new sludge dewatering facility, a new sludge storage building, a new administrative-lab building, demolition of existing structures, and other site, process, electrical, HVAC, and control improvements.

For Plant #3, the project includes miscellaneous improvements, primarily including the construction of a new screening facility, new closed loop reactor aerator/mixers, new RAS/WAS pump stations, a new UV disinfection system in the existing disinfection contact tank, demolition of existing structures, and other site, process, electrical, and controls improvements.

together with any land or rights in land and all electrical, mechanical or other services necessary, useful or advisable to the construction and installation (“the Project”), all in accordance with the plans and specifications prepared by consulting engineers of the Village of Morton; which Project has a useful life of 20 years; and

WHEREAS, the estimated cost of construction and installation of the Project, including engineering, legal, financial and other related expenses is \$45,820,000 and there are insufficient funds on hand and lawfully available to pay these costs; and

WHEREAS, the loan shall bear an interest rate as defined by 35 Ill. Adm. Code 365, which does not exceed the maximum rate authorized by the Bond Authorization Act, as amended, 30 ILCS 305/0.01 et seq., at the time of the issuance of the loan; and

WHEREAS, the principal and interest payment shall be payable semi-annually, and the loan shall mature in 20 years, which is within the period of useful life of the Project; and

WHEREAS, the costs are expected to be paid for with a loan to the Village of Morton from the Water Pollution Control Loan Program through the Illinois Environmental Protection Agency, the loan to be repaid from revenues of the System and the loan is authorized to be accepted at this time pursuant to the Act; and

WHEREAS, in accordance with the provisions of the Act, the Village of Morton is authorized to borrow funds from the Water Pollution Control Loan Program in the aggregate principal amount of \$42,427,000 to provide funds to pay the costs of the Project;

WHEREAS, the loan to the Village of Morton shall be made pursuant to a Loan Agreement, including certain terms and conditions, between the Village of Morton and the Illinois Environmental Protection Agency;

NOW THEREFORE, be it ordained by the Corporate Authorities of the Village of Morton of Tazewell County, Illinois, as follows:

SECTION 1. INCORPORATION OF PREAMBLES

The Corporate Authorities hereby find that the recitals contained in the preambles are true and correct, and incorporate them into this Ordinance by this reference.

SECTION 2. DETERMINATION TO BORROW FUNDS

It is necessary and in the best interests of the Village of Morton to construct the Project for the public health, safety and welfare, in accordance with the plans and specifications, as described; that the System continues to be operated in accordance with the provision of the Act; and that for the purpose of constructing the Project, it is hereby authorized that funds be borrowed by the Village of Morton in an aggregate principal amount (which can include construction period interest financed over the term of the loan) not to exceed \$42,427,000.

SECTION 3. PUBLICATION

This Ordinance, together with a Notice in the statutory form (attached hereto as Exhibit A), shall be published once within ten days after passage in the Peoria Journal Star, a newspaper published and of general circulation in the Village of Morton, and if no petition, signed by electors numbering 10% or more of the registered voters in the Village of Morton (which is 1,168 registered voters) asking that the question of improving the System as provided in this Ordinance and entering into the Loan Agreement therefore be submitted to the electors of the Village of Morton, is filed with the Village of Morton Clerk within 30 days after the date of publication of this Ordinance and notice, then this Ordinance shall be in full force and effect. A petition form shall be provided by the Village of Morton Clerk to any individual requesting one.

SECTION 4. ADDITIONAL ORDINANCES

If no petition meeting the requirements of the Act and other applicable laws is filed during the 30-day petition period, then the Corporate Authorities may adopt additional ordinances or proceedings supplementing or amending this Ordinance providing for entering into the Loan Agreement with the Illinois Environmental Protection Agency, prescribing all the details of the Loan Agreement, and providing for the collection, segregation and distribution of the revenues of the System, so long as the maximum amount of the Loan Agreement as set forth in this Ordinance is not exceeded and there is no material change in the Project or purposes described herein. Any additional ordinances or proceedings shall in all instances become effective in accordance with the Act or other applicable law. This Ordinance, together with such additional ordinances or proceedings, shall constitute complete authority for entering into the Loan Agreement under applicable law. However, notwithstanding the above, the Village of Morton may not adopt additional ordinances or amendments which provide for any substantive or material change in the scope and intent of this Ordinance, including but not limited to interest rate, preference, or priority of any other ordinance with this Ordinance, parity of any other ordinance with this Ordinance, or otherwise alter or impair the obligation of the Village of Morton to pay the principal and interest due to the Water Pollution Control Loan Program without the written consent of the Illinois Environmental Protection Agency.

SECTION 5. LOAN NOT INDEBTEDNESS OF VILLAGE OF MORTON

Repayment of the loan to the Illinois Environmental Protection Agency by the Village of Morton pursuant to this Ordinance is to be solely from the revenue derived from revenues of the System, and the loan does not constitute an indebtedness of the Village of Morton within the meaning of any constitutional or statutory limitation.

SECTION 6. APPLICATION FOR LOAN

The Village President is hereby authorized to make application to the Illinois Environmental Protection Agency for a loan through the Water Pollution Control Loan Program, in accordance with the loan requirements set out in 35 Ill. Adm. Code 365.

SECTION 7. ACCEPTANCE OF LOAN AGREEMENT

The Corporate Authorities hereby authorize acceptance of the offer of a loan through the Water Pollution Control Loan Program, including all terms and conditions of the Loan Agreement as well as all special conditions contained therein and made a part thereof by reference. The Corporate Authorities further agree that the loan funds awarded shall be used solely for the purposes of the project as approved by the Illinois Environmental Protection Agency in accordance with the terms and conditions of the Loan Agreement.

SECTION 8. OUTSTANDING

The Village of Morton has no outstanding bonds that are payable from revenues of the system.

SECTION 9. AUTHORIZATION OF PRESIDENT TO EXECUTE LOAN AGREEMENT

The President is hereby authorized and directed to execute the Loan Agreement with the Illinois Environmental Protection Agency. The Corporate Authorities may authorize by resolution a person other than the President for the sole purpose of authorizing or executing any documents associated with payment requests or reimbursements from the Illinois Environmental Protection Agency in connection with this loan.

SECTION 10. SEVERABILITY

If any section, paragraph, clause or provision of this Ordinance is held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

SECTION 11. REPEALER

All ordinances, resolutions or orders, or parts thereof, which conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed.

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

	AYE	NAY	ABSENT	ABSTAIN
Trustee Blunier	_____	_____	_____	_____
Trustee Hilliard	_____	_____	_____	_____
Trustee Leitch	_____	_____	_____	_____
Trustee Menold	_____	_____	_____	_____
Trustee Parrott	_____	_____	_____	_____
Trustee Cirilli	_____	_____	_____	_____

Presiding Officer

Attest

Jeffrey L. Kaufman, Village President,
Village of Morton

Sam Ritthaler, Village Clerk, Village
of Morton

**NOTICE OF INTENT TO BORROW FUNDS AND RIGHT TO FILE
PETITION**

NOTICE IS HEREBY GIVEN that, pursuant to Ordinance Number 25-____, adopted on _____, 2025, the Village of Morton of Tazewell County, Illinois (the “ENTITY”), intends to enter into a Loan Agreement with the Illinois Environmental Protection Agency in an aggregate principal amount not to exceed \$42,427,000 and bearing annual interest at an amount not to exceed the maximum rate authorized by law at the time of execution of the Loan Agreement, for the purpose of paying the cost of certain improvement to the sewerage system of the Village of Morton. A complete copy of the Ordinance accompanies this notice.

NOTICE IS HEREBY FURTHER GIVEN that if a petition signed by 1,168 or more electors of the Village of Morton (being equal to 10% of the registered voters in the Village of Morton), requesting that the question of improving the sewerage system and entering into the Loan Agreement is submitted to the Village of Morton Clerk within 30 days after the publication of this Notice, the question of improving the sewerage system of the Village of Morton as provided in the Ordinance and Loan Agreement shall be submitted to the electors of the Village of Morton at next consolidated election to be held on April 6, 2027. A petition form is available from the office of the Village of Morton Clerk.

s/ Sam Ritthaler_____

Village of Morton Clerk

Village of Morton of Tazewell County, Illinois

RESOLUTION NO. 27-26

RESOLUTION AUTHORIZING BOUNDARY LINE AGREEMENT BETWEEN THE VILLAGE OF MORTON AND THE CITY OF EAST PEORIA

WHEREAAS, Section 11-12-9 of the Illinois Municipal Code (65 ILCS 5/11-12-9) allows municipalities to enter into agreements affecting annexation and jurisdiction within one and one-half miles of their common corporate boundaries; and

WHEREAS, the Village of Morton and the City of East Peoria have adopted official comprehensive plans in accordance with Division 12 of Article 11 of the Illinois Municipal Code (65 ILCS 5/11-12-1, *et seq.*); and

WHEREAS, the unincorporated territory to be affected by this Agreement is within one and one-half miles of the existing corporate boundaries of both Morton and East Peoria; and

WHEREAS, the Village of Morton and the City of East Peoria had previously entered into a boundary agreement that was recorded in September 1969 (and likely rendered terminated by subsequent legislative action), and the Parties now seek to enter into an updated boundary agreement that supersedes and replaces any proper boundary agreements between the Parties; and

WHEREAS, in arriving at this Agreement, the Village of Morton and the City of East Peoria have considered the natural flow of storm water drainage and the common ownership of existing tracts within the unincorporated territory to be affected.

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

1. That the Boundary Line Agreement Between the Village of Morton and the City of East Peoria in the form as attached hereto as Exhibit A is approved.

2. That the President and the Board of Trustees and Village of Morton are authorized to execute said boundary line agreement 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 _____, 2025; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this ____ day of _____, 2025.

President

ATTEST:

Village Clerk

**BOUNDARY LINE AGREEMENT BETWEEN
THE VILLAGE OF MORTON AND THE CITY OF EAST PEORIA**

THIS BOUNDARY LINE AGREEMENT (the "Agreement") is made this _____ day of _____, 2025, between the **VILLAGE OF MORTON**, Tazewell County, Illinois, an Illinois municipal corporation ("Morton") and the **CITY OF EAST PEORIA**, Tazewell County, an Illinois municipal corporation ("East Peoria") (collectively hereinafter, the "Parties").

RECITALS

Whereas, Section 11-12-9 of the Illinois Municipal Code (65 ILCS 5/11-12-9) allows municipalities to enter into agreements affecting annexation and jurisdiction within one and one-half miles of their common corporate boundaries; and

Whereas, both Morton and East Peoria have adopted official comprehensive plans in accordance with Division 12 of Article 11 of the Illinois Municipal Code (65 ILCS 5/11-12-1, *et seq.*); and

Whereas, the unincorporated territory to be affected by this Agreement is within one and one-half miles of the existing corporate boundaries of both Morton and East Peoria; and

Whereas, the Parties had previously entered into a boundary agreement that was recorded in September 1969 (and likely rendered terminated by subsequent legislative action), and the Parties now seek to enter into an updated boundary agreement that supersedes and replaces any proper boundary agreements between the Parties; and

Whereas, in arriving at this Agreement, the Parties hereto have considered the natural flow of storm water drainage and the common ownership of existing tracts within the unincorporated territory to be affected; and.

Whereas, the Parties have agreed to a boundary line which is shown on Exhibit A, attached hereto and incorporated by reference.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein, the adequacy of which is hereby acknowledged, the Parties agree as follows:

1. The Recitals are incorporated into and made a part of this Agreement.
2. Upon the effective date of this Agreement, Morton shall have exclusive jurisdiction of all property lying east of Roth Road and south of the boundary line depicted in Exhibit A (which shall also include any territory west of Roth Road that is south of said boundary line), and East Peoria shall have exclusive jurisdiction of all property lying west of Roth Road and north of said boundary line to the full extent allowed under Section 11-12-9 of the Illinois Municipal Code, as amended from time to

time.

3. Upon the effective date of this Agreement, East Peoria shall not annex any affected territory which lies east Roth Road or south of said boundary line depicted in Exhibit A (which shall also include any territory west of Roth Road that is south of said boundary line), without the express written consent of Morton. Furthermore, East Peoria shall void any existing Pre-Annexation Agreements for any territory which lies east of said boundary line.

4. Upon the effective date of this Agreement, Morton shall not annex any affected territory which lies both west of Roth Road and north of said boundary line as depicted in Exhibit A, without the express written consent of East Peoria. Furthermore, Morton shall void any existing Pre-Annexation Agreements for any territory which lies west or north of said boundary line.

5. The Parties agree they shall each diligently cause their planning boundaries to be amended to coincide with the jurisdiction and annexation boundary lines described herein.

6. This Agreement shall be valid for a period of twenty (20) years from the date hereof, and this Agreement may be extended, renewed, or revised as allowed by law.

7. Prior to adoption and execution of this Agreement, both Parties have complied with the notice requirements of Section 11-12-9 of the Illinois Municipal Code.

8. The Parties hereto agree that each party shall cause copies of this Boundary Line Agreement, certified as to the adoption by its municipal clerk, to be filed in the Office of the Recorder of Deeds of Tazewell County, Illinois, with copies to be made available in the office of each municipal clerk no later than 45 days from the date this Boundary Line Agreement is executed by both Parties.

9. This Agreement supersedes and replaces all prior agreements between the Parties regarding a boundary line between East Peoria and Morton should any portion of the Parties' prior boundary line agreement or any subsequent agreements remain in effect and legally valid. Further, this Agreement shall constitute the entire agreement between the Parties and shall supercede all negotiations and discussions relative to the subject matter hereof and fully integrates the agreement of the Parties.

10. This Agreement shall be governed by the laws of the State of Illinois, and its terms, provisions, covenants, and agreements shall be binding upon and inure to the benefit of the Parties hereto, their heirs, assigns, and successors. This Agreement shall only be amended in writing if properly approved by the respective governing body of each Party and then signed by both Parties.

11. This Agreement may be extended, renewed, or revised as allowed by law.

Any extension, renewal, or revision must be agreed upon in writing by both Parties and properly approved by the respective governing body of each Party.

12. In the event of any dispute arising out of or relating to this Agreement, the Parties agree to first attempt to resolve the dispute through good faith negotiations. If the dispute cannot be resolved through negotiations, the Parties agree to submit the dispute to mediation. If mediation is unsuccessful, the Parties may pursue any legal remedies available to them under the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first listed herein above.

VILLAGE OF MORTON

CITY OF EAST PEORIA

By _____
Its President

By _____
Its Mayor

ATTEST:

ATTEST:

Its Village Clerk

Its City Clerk

EXHIBIT A

Boundary Line Map – City of East Peoria and Village of Morton

ORDINANCE NO. 26-18

AN ORDINANCE ADOPTING 2025 COMPREHENSIVE PLAN AMENDMENT

WHEREAS, the Morton Municipal Code was adopted on March 2, 1970, and duly published in book form; and

WHEREAS, pursuant to Statute, the Morton Plan Commission has held public hearings regarding the adoption of a revised Comprehensive Plan; and

WHEREAS, the Morton Plan Commission has recommended that the President and Board of Trustees approve a revised Comprehensive Plan.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Morton, Tazewell County Illinois as follows:

That the Village of Morton 2025 Comprehensive Plan Amendment, in the form and substance presented to the President and Board of Trustees, is approved.

PASSED AND APPROVED at a regular meeting of the President and Board of Trustees of the Village of Morton this _____ day of _____, 2025; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 2025.

President, Jeffery Kaufman

ATTEST:

Village Clerk, Sam Ritthaler

2025 COMPREHENSIVE PLAN AMENDMENT

It has become necessary for the Village of Morton to amend its Comprehensive plan pursuant to the Boundary Line Agreement Between the Village of Morton and the City of East Peoria dated _____, 2025. The President and Board of Trustees for the Village of Morton ratified that Agreement on December 15, 2025, via Ordinance No. _____. The change to the Village Morton's Comprehensive Plan is as follows:

All territory east of Roth Road and south of the boundary line depicted in Exhibit A of the Boundary Line Agreement Between the Village of Morton and the City of East Peoria dated _____, 2025, is annexed by the Village of Morton. The jurisdiction of the Village of Morton shall extend from its current borders to the extent of the new borders so annexed. The Village of Morton's various services and departments described in its Comprehensive Plan shall accordingly extend to cover and serve the annexed territory.