

AGENDA
REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE VILLAGE OF MORTON, ILLINOIS
7:00 P.M.
MONDAY, JANUARY 19, 2026
FREEDOM HALL, 349 W. BIRCHWOOD, MORTON, ILLINOIS

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. PLEDGE OF ALLEGIANCE TO THE FLAG**
- IV. PUBLIC HEARING**
- V. PRESENTATIONS AND SPECIAL REPORTS**
- VI. PUBLIC COMMENT**
 - A. Public Comments
 - B. Requests for Removal of Items from the Consent Agenda
- VII. CONSENT AGENDA**
 - A. Approval of Minutes
 - 1. Regular Meeting – January 5, 2026
 - B. Approval of Bills
- VIII. CONSIDERATION OF ITEMS REMOVED FROM THE CONSENT AGENDA**
- IX. VILLAGE PRESIDENT**
- X. VILLAGE CLERK**
- XI. VILLAGE ADMINISTRATOR**
 - A. Resolution 28-26 – A Resolution Approving Agreement for Actuary Services with the Howard E. Nyhart Company, Inc.
 - B. Building Improvement Grant Recommendation – Dickison Road LLC (150 S. Main)
- XII. CHIEF OF POLICE**
- XIII. CORPORATION COUNSEL**
- XIV. DIRECTOR OF FIRE AND EMERGENCY SERVICES**
 - A. Ordinance 26-22 – An Ordinance Making Amendments to Sections 5-8-1 And 5-8-2 of the Morton Municipal Code Regarding Lift Assists.
- XV. DIRECTOR OF PUBLIC WORKS**
 - A. Waive Formal Bidding and Acceptance of Proposal from All Service Contracting Corp. for the Complete Rehabilitation of one (1) Horizontal Pressure Filter at the Water Treatment Plant in the Amount of \$209,779.00.
 - B. Acceptance of Annual Fuel Bid from Ag-Land FS, Inc.
 - C. Ordinance 26-23 – An Ordinance Establishing Terms, Charges and Conditions for Recapture of Flint Avenue Reconstruction Project Costs.
- XVI. ZONING AND CODE ENFORCEMENT OFFICER**
- 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., JANUARY 5, 2025**

After calling the meeting to order, President Pro Tempore Parrott 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 – None

PUBLIC COMMENT – None

CONSENT AGENDA

- A. Approval of Minutes.
 - 1. Regular Meeting – December 15, 2025
- B. Approval of Bills

Trustee Menold 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 PRESIDENT

President Pro Tempore Parrott presented Ordinance 26-21 – An Ordinance Authorizing Purchase of 12 E. Jackson Street. Attorney McGrath explained that this property is located across the street from Jimmy John’s and that this project has been in progress for six years. It formerly housed an office for a gutter company and is currently used for overflow parking. The acquisition was delayed due to environmental contamination, and the Village had to work through site clearance and remediation but recently received the "all clear" from the EPA, satisfying all prerequisites to close the deal. 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

ADJOURNMENT

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

ATTEST:

PRESIDENT

VILLAGE CLERK

RESOLUTION NO. 28-26

**RESOLUTION APPROVING AGREEMENT FOR ACTUARY SERVICES WITH
THE HOWARD E NYHART COMPANY, INC.**

WHEREAS, the Village of Morton is required to annually obtain actuary services to determine the funding status, estimated future liabilities, and other information for its Article 4 and Article 5 pensions; and,

WHEREAS, the Village of Morton has utilized the Howard E. Nyhart Company, Inc. (Nyhart), to complete their annual actuarial reports for over ten years; and,

WHEREAS, Nyhart has proposed a five-year agreement to provide these services at rates as established in the agreement:

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

1. The Village approves entering into the attached Administrative Service Agreement with Nyhart;
2. The Village Administrator is authorized to execute the attached 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 _____, 2026, and upon roll call the vote was as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

APPROVED this _____ day of _____, 2026.

President

ATTEST:

Village Clerk

**THE HOWARD E. NYHART COMPANY, INC. ("NYHART")
ADMINISTRATIVE SERVICE AGREEMENT ("AGREEMENT")**

Agreement Between Nyhart and Village of Morton:

Plan Sponsor Name:	Village of Morton
Plan Sponsor Address:	120 N Main St., PO Box 28 Morton, IL 61550-0028
Plan Sponsor Phone:	(309) 266-5361
Plan Sponsor Fax:	
Plan Sponsor Tax ID Number:	
Plan Sponsor Fiscal Year End:	
Plan Name:	Village of Morton Police Pension Fund and Village of Morton Firefighters' Pension Fund

Services to be provided by Nyhart

All services to be provided by Nyhart are subject to your full cooperation and prompt submission of complete and accurate information. Nyhart will rely on any and all information that you provide pursuant to this agreement and on file at our office as to accuracy and completeness. Nyhart will have no responsibility to verify such information and no liability for errors or omissions as a result of relying on such information. Nyhart accepts no liability for any services provided by another entity prior to the date this agreement is effective.

Nyhart is not a law firm or a public accounting firm and does not provide legal or tax advice. Therefore, Nyhart recommends that Plan Sponsor's legal counsel review any documents it prepares. Further, Plan Sponsor should consult with an attorney experienced in employee benefit plan matters regarding any questions or concerns that Plan Sponsor may have relative to the Plan's qualification, coverage of employees, and any other issue of a legal nature.

For all five years of the initial contract, Nyhart will provide the following services: Scope of Services

- Review of valuation objectives
- Review of actuarial assumptions
- Tax levy valuation report including actuarially-determined contribution (ADC) and unfunded actuarial accrued liability (UAAL) under established funding policy and Illinois statutory methods (if different).
- GASB 67 & 68 valuation report including all information needed for Comprehensive Annual Financial Report
- Management summary report highlighting key results from the valuation and important trends and market changes that may impact future valuations
- Attendance at annual virtual meeting

Fees for Services Provided by Nyhart

Pension Services:

	<u>Year</u>	<u>Fee</u>
Police Pension Fund: (Funding and GASB)	2026	\$7,000
	2027	\$7,000
	2028	\$7,000
	2029	\$7,250
	2030	\$7,500
Firefighters Pension Fund: (Funding and GASB)	2026	\$4,600
	2027	\$4,750
	2028	\$4,900
	2029	\$5,050
	2030	\$5,100

Any additional work completed by Nyhart due to incorrect data or information or due to revisions/requests that are not in the normal course of providing the services outlined in this Agreement will be billed at hourly rates and are in addition to the fees stated above.

Relationship of the Parties

The legal relationship between Plan Sponsor and Nyhart shall be exclusively that of principal and agent. The parties hereto specifically agree and acknowledge that Nyhart shall not:

- Have discretionary authority or control over, or hold, any Plan assets;
- Be responsible for ensuring that the Plan complies with any requirement to which the Plan is subject under the Internal Revenue Code or other applicable law, or be liable to the Plan, Plan Sponsor, or any person if the Plan fails to comply with any such requirement;
- Have any duty or authority to enforce the payment of any contribution owed under the Plan;
- Be responsible for the adequacy of the trust established as part of the Plan, or be liable for any benefits owed under the Plan;
- Exercise discretion as to any Plan function, including the administration of the Plan; or
- Have any obligation to perform any service not specified in this Agreement or otherwise agreed to in writing by the parties (regardless of whether such service may be considered “customary” services provided by Nyhart).

Plan Sponsor agrees that Nyhart shall use all information and data supplied by or on behalf of the Plan Sponsor without having independently verified the accuracy or completeness of it except to the extent required by generally accepted professional standards and practices. If any documentation or information supplied to Nyhart at any time is incomplete, inaccurate or not up-to-date, or its provision is unreasonably delayed, Nyhart will not be responsible for any delays or liability arising therefrom, and will be entitled to charge the Plan Sponsor in respect of any resulting additional work actually carried out.

The Plan Sponsor further understands that the failure to provide, or cause to provide, complete, accurate, up-to-date, and timely documentation and information to Nyhart, whether intentional or by error, could result in an impairment of Nyhart’s services.

Plan Sponsor Responsibilities and Representations

The Plan Sponsor has general responsibilities with respect to the Plan, including

- Providing all information required by Nyhart to perform its services under this Agreement on a timely basis;
- Reviewing the Plan document, plan summary to be provided to participants, if applicable, and other legal documents, with legal counsel if applicable, and providing executed copies to Nyhart on request;
- Communicating Plan details to employees and answering employee questions;
- The Plan Sponsor is solely responsible for ensuring adequate funding of the Plan; and
- Authorizing plan disbursements and ensuring accuracy of information provided.

Dispute Resolution

Nyhart and Plan Sponsor agree that before commencing any action or proceeding with respect to any dispute between the parties arising out of or relating to this Agreement or the Services they first shall attempt to settle such dispute through consultation and negotiation in good faith and in a spirit of mutual cooperation. Any such dispute will be submitted in writing to a panel of one (1) senior executive of each of Nyhart and Plan Sponsor, who will promptly meet and confer in an effort to resolve such dispute. Each party's executive will be identified by notice to the other, and may be changed at any time thereafter by notice to the other. Any mutually agreed decisions of the executives will be final and binding on the parties. In the event the executives are unable to resolve any dispute within thirty (30) days after submission to them, either party may then refer such dispute to mediation by a mutually acceptable mediator to be chosen by Nyhart and Plan Sponsor within forty-five (45) days after written notice by either party demanding mediation. Neither party may unreasonably withhold consent to the selection of a mediator. All communications and discussions in furtherance of this paragraph shall be treated as confidential settlement negotiations, which are not subject to discovery. The costs of the mediator shall be shared equally, but each party shall pay its own attorneys' fees.

Any dispute which cannot be resolved between the parties through negotiation, mediation or other form of alternative dispute resolution within six months of the date of the initial demand for mediation by one of the parties may then be submitted to a court of competent jurisdiction. To facilitate an expeditious and economical judicial resolution of such dispute, Nyhart and Plan Sponsor agree to waive and not to demand a trial by jury, and not to include any employee, officer, director or trustee of either as a party, in any action, proceeding or counterclaim relating to such dispute. Nothing in this section will prevent either party from resorting to judicial proceedings if interim relief from a court is necessary to prevent serious and irreparable injury to that party or to others. Any claim, action or proceeding against Nyhart will be barred unless Plan Sponsor initiates the dispute resolution procedures outlined below within one year of first discovering the act, error or omission that is the basis for such claim.

Indemnification and Limitation of Liability

The liability of Nyhart, in tort, contract or otherwise, to Plan Sponsor, a Plan and the officers, directors, trustees, employees or shareholders of any of them, and to any other third party, for all claims arising in connection with or contributed to by this Agreement and the Services (including without limitation multiple claims arising out of or based upon the same act, error or omission, or series of continuous, interrelated or repeated acts, errors or omissions) shall not include loss of profit or incidental, consequential, indirect, punitive or similar damages and shall be further limited to the amount of fees for Services received by Nyhart under this Agreement for the twenty-four (24) months immediately preceding the act, error or omission upon which such liability is based. Nothing in this paragraph shall apply to any liability which has been finally determined to have arisen from willful misconduct or fraud on the part of Nyhart or which cannot lawfully be limited, modified or excluded.

Plan Sponsor shall indemnify Nyhart from and against any and all claim, loss, liability or damage (including attorney's fees) which Nyhart may incur by reason of its good faith administration of the Plan in its role as a non-fiduciary service provider including, but not limited to, a claim, loss, liability or damage arising by reason of Nyhart's verification of transactions or refusal to honor any direction received under the Plan, whether said verification, payment or refusal is correct or incorrect, if said verification, payment or refusal is based on Nyhart's good faith interpretation and administration of the Plan.

Nyhart shall indemnify the Plan and/or Plan Sponsor from and against any and all claim, loss, liability or damage (including attorney's fees) which the Plan and/or Plan Sponsor may incur: (i) arising out of any material breach by Nyhart of any of its material obligations, representations or warranties contained in this Agreement; or (ii) arising out of Nyhart's gross negligence or willful, fraudulent, or criminal misconduct associated with its performance of services under this Agreement. The parties further recognize that clerical errors and variations may occur. When discovered, they will be corrected or adjusted by Nyhart, in accordance with its normal procedures, to the extent reasonable and possible.

Acceptance

The items and conditions of this Agreement are agreed to and accepted by Plan Sponsor on behalf of the Plan. This Agreement is effective only when signed by all parties.

Plan Sponsor

By: _____

Printed Name: _____

Date: _____

Nyhart

By: _____

Printed Name: _____

Date: _____



Memo

To: President and Board of Trustees
From: Business District Commission
Date: January 15, 2026
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
Dickison Road LLC	150 S. Main	\$63,800	\$10,000.00	Remove existing tile and metal facia, replace facia, paint, and upgrade lighting

The Commission is asking for your approval of this recommendation.

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

Thank you!

VILLAGE OF MORTON
ORDINANCE 26-22

**AN ORDINANCE MAKING AMENDMENTS TO SECTIONS 5-8-1 AND 5-8-2 OF
THE MORTON MUNICIPAL CODE REGARDING LIFT ASSISTS**

NOW THEREFORE, be it ordained by the President and Board of Trustees of the Village of Morton, in the State of Illinois, as follows:

SECTION 1: **AMENDMENT** “5-8-1: Definitions” of the Morton Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

5-8-1: Definitions

For the purpose of this chapter, the following words and phrases shall have the meanings respectively ascribed to them:

- A. Assisted-living facility means a residential setting that provides assisted-living services for remuneration to four (4) or more persons who reside in such residential setting and are not related to the owner of the residential setting. Assisted-living facility does not include a home, an apartment, or a facility in which casual care is provided at irregular intervals.
- B. Nursing care facility means a facility where medical care, nursing care, rehabilitation, or related services and associated treatment are provided for a period of more than twenty-four (24) consecutive hours to persons residing at such facility who are ill, injured, or disabled.
- C. Lift assist means a response by the Morton Fire Department to assist in physically moving a person who does not require emergency medical treatment in an assisted-living facility and or nursing care facility.
- D. Emergency medical treatment means treatment beyond an initial assessment routinely performed by the Morton Fire Department. If deemed the patient will require medical attention and/or transport to an emergency department, no lift assist fee as provided in this chapter will be charged.

AFTER AMENDMENT

5-8-1: Definitions

For the purpose of this chapter, the following words and phrases shall have the meanings respectively ascribed to them:

- A. Assisted-living facility means a residential setting that provides assisted-living services

for remuneration to four (4) or more persons who reside in such residential setting and are not related to the owner of the residential setting. Assisted-living facility does not include a home, an apartment, or a facility in which casual care is provided at irregular intervals.

- B. Nursing care facility means a facility where medical care, nursing care, rehabilitation, or related services and associated treatment are provided for a period of more than twenty-four (24) consecutive hours to persons residing at such facility who are ill, injured, or disabled.
- C. Lift assist means a response by the Morton Fire Department to assist in physically moving a person who does not require emergency medical treatment in an assisted-living facility and or nursing care facility to a desired location that is not a health care facility such as a hospital or emergency room.
- D. Emergency medical treatment means treatment beyond an initial assessment routinely performed by the Morton Fire Department. If deemed the patient will require medical attention and/or transport to an emergency department, no lift assist fee as provided in this chapter will be charged.

SECTION 2: AMENDMENT “5-8-2: Lift Assist Fee, Records, Billing And Collection” of the Morton Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

5-8-2: Lift Assist Fee, Records, Billing And Collection

- A. When a lift assist is provided by the Morton Fire Department for any person in or on the grounds of an assisted-living facility or a nursing care facility, the respective assisted-living facility or nursing care facility shall be charged a fee as provided in this chapter for the lift assist services. The fee for providing a lift assist shall be three hundred fifty dollars (\$350.00) per lift assist incident
- B. The fire department shall maintain records in connection with lift assist services provided pursuant to this chapter and shall forward the records to the Village Administrator finance department, which shall be responsible for the billing and collection of accounts due and owing, including the right to contract for billing and collection, subject to the approval of the Village Board.
- C. When an individual outside the premises of an assisted-living or nursing care facility on two (2) or more occasions during any twelve month period requires assistance from the Morton Fire Department solely for the purpose of moving or transferring from one position to another, without the need for medical evaluation, treatment or care, a service fee of seventy-five dollars (\$75.00) will be applied.

AFTER AMENDMENT

5-8-2: Lift Assist Fee, Records, Billing And Collection

- A. When a lift assist is provided by the Morton Fire Department for any person in or on the grounds of an assisted-living facility or a nursing care facility, the respective assisted-living facility or nursing care facility shall be charged a fee as provided in this chapter for the lift assist services. The fee charged for such lift-assist services in this paragraph shall only be charged after the sixth lift-assist provided by the Morton Fire Department to such a facility within one calendar year. The fee for providing a lift assist for the seventh and subsequent lift assists shall be three hundred fifty dollars (\$350.00) per lift assist incident
- B. The fire department shall maintain records in connection with lift assist services provided pursuant to this chapter and shall forward the records to the Village Administrator finance department, which shall be responsible for the billing and collection of accounts due and owing, including the right to contract for billing and collection, subject to the approval of the Village Board.
- C. When an individual outside the premises of an assisted-living or nursing care facility on two (2) or more occasions during any twelve month period requires assistance from the Morton Fire Department solely for the purpose of moving or transferring from one position to another, without the need for medical evaluation, treatment or care, a service fee of seventy-five dollars (\$75.00) will be applied.

SECTION 3: **REPEALER CLAUSE** All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

SECTION 4: **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 5: **EFFECTIVE DATE** This Ordinance shall be in full force and effect from and after the required approval and publication according to law.

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

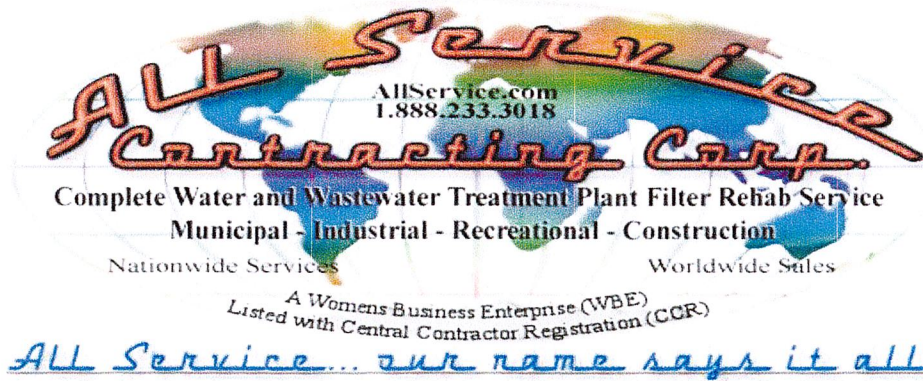
	AYE	NAY	ABSENT	ABSTAIN
Trustee Blunier	_____	_____	_____	_____
Trustee Cirilli	_____	_____	_____	_____
Trustee Hilliard	_____	_____	_____	_____
Trustee Leitch	_____	_____	_____	_____
Trustee Menold	_____	_____	_____	_____
Trustee Parrott	_____	_____	_____	_____
President Kaufman	_____	_____	_____	_____

Presiding Officer

Attest

Jeffrey L. Kaufman, Village President,
Village of Morton

Sam Ritthaler, Village Clerk, Village
of Morton



All Service Contracting Corp.
2024 East Damon Avenue
Decatur IL. 62526
Phone: 888-233-3018
Radioactive Material License # IL-02472-01

Date: January 6, 2026

To: Trent Reid
City of Morton Water Treatment Plant (Owner)
500 Detroit Ave.
Morton, IL
Re: Filter Rehabilitation Project – City of Morton Water Treatment Plant

Dear Mr. Reid,
All Service Contracting Corp. (A.S.C.C.) is pleased to submit the following professional services proposal for the complete rehabilitation of (1) horizontal pressure filter at the City of Morton Water Treatment Plant. Filter measures 32' x 10', providing a total combined filtering surface area of 320 square feet total.

This lump-sum proposal encompasses media removal & Disposal (including handling of potentially radioactive material), inspections, supply and install supporting material and media installation, Supply new air scour system & installation, testing, and conditioning of filter sand, all in accordance with industry standards and regulatory requirements.

Scope of Services

1. Media Removal

Remove all existing media and supporting material from the two (1) horizontal pressure filters.

Perform removal using a vacuum truck and hoses. All personnel shall utilize personal dosimeters to monitor exposure to Radium-226 and Radium-228.

Place all removed material into lined roll-off containers. A.S.C.C. shall handle legal disposal and provide the City of Morton with copies of all manifests and disposal documentation.

During the media removal procedure A.S.C.C. will remove old air scour laterals from all (3) filter cells and dispose of accordingly.

Power wash the interior of the filter using a 4,200 psi pressure washer.

Conduct a visual inspection of all (3) filter cells, including but not limited to stainless steel baffles, welds at underdrain sidewall intersections, cell divider walls, air scour system, and associated piping. **If by chance any kind of welding or fabrication is required, the City of Morton IL. will be reliable to perform those services.**

Scope of Services

2. Plenum Inspection

Remove manway lid to access the plenum area.

Inspect the plenum for any evidence of media migration.

Report the findings to the Owner.

If plenum cleaning is required, this additional work shall be performed on a time-and-materials basis, with scope and rates negotiated and agreed upon in advance.

Scope of Services

3. Air Header Removal

Remove the existing air header from all (3) filter cells.

Dispose of old air headers accordingly.

Scope of Services

7. Air Scour Test & Backwash

The owner shall bring the water level to about 10" above the newly installed gravel.

The Owner shall then introduce air into all (3) filter cells.

A.S.C.C. shall observe and verify even air distribution across each filter bed. report the findings to the Owner.

After completing the air scour test on all (3) filter cells. The owner shall perform a backwash on the newly installed gravel until it is clean.

The Owner shall then drain the water level to approximately 3 feet above the new supporting material.

Scope of Services

8. Filter sand supplied & Installed

A.S.C.C. shall slurry 30½" of filter sand (0.30–0.40 mm effective size, uniformity coefficient ≤ 1.6). Standard fire hydrant would apply.

The Owner shall backwash until effluent is clean, then drain below the filter sand surface.

A.S.C.C. shall perform a ½" skimming to remove any remaining fines. Final sand depth shall be no less than 30". Personnel should use NSF-certified walk boards.

Scope of Services

9. Disinfection

The Owner shall fill the filter with water. A.S.C.C. shall then chlorinate each cell to no less than 50 ppm free chlorine.

The Owner shall be responsible for subsequent bacteria testing.

Scope of Services**10. Media Conditioning (Non-Greensand Plus)**

Following successful bacteria testing, A.S.C.C. shall condition the non-Greensand Plus media.

Introduce the required conditioning product into each filter cell.

Allow the filter to soak for 12–24 hours before backwashing and placing the filter back online.

Additional Notes

A.S.C.C. maintains an inventory of stainless-steel baffles. Replacement baffles are available at \$115.00 each.

Any required welding shall be the responsibility of the Owner (or Owner-hired services).

If any kind of fabrication is required, it shall be the responsibility of the City of Morton IL. (or Owner-hired services.)

A.S.C.C. shall utilize a backflow preventer at the fire hydrant connection for slurry operations.

Lead time on new air headers and air laterals is running 6-8 weeks after issuing a PO.

Lead time on supporting materials and filter media is running 3 weeks after issuing PO.

Responsibilities of the Owner (City of Morton)

Provide one filter drained and ready for media removal.

Operate all valves.

Perform bacteria testing of the filter.

Provide welding services, if required.

Allow unlimited work hours (typically 12–14 hours per day).

Supply water for slurry operations via standard fire hydrant (or equivalent) at no cost to A.S.C.C.

Lump Sum Cost: \$209,779.00

Price above is good for 45 days

Should you have any questions concerning this quote please call our office at 888-233-3018.

ALL SERVICE CONTRACTING CORP.

By: _____
Aaron M. Burcham, Vice President
Associate Member A.W.W.A

Date: 1-6-26

AARON M. BURCHAM
VICE PRESIDENT
ALL SERVICE CONTRACTING CORP.
2024 E. DAMON AVENUE
DECATUR, IL 62526
aaron@allservice.com
217-233-3018 OFFICE
217-519-3021 CELL
217-233-3019 FAX

Authorized By: _____

Title: _____

Date: _____

Witness: _____

Date : _____

MEMO

TO: President and Board of Trustees
FROM: Craig Loudermilk
DATE: January 13, 2026
RE: Annual Fuel bid

On Tuesday, January 13, 2026, the bids for fuel for the period February 1, 2026 to January 31, 2027, were opened with the bids received as follows:

	Unleaded 87 Octane	No. 2 Bio Diesel (w/ 2% soy)	No. 2 Bio Diesel (w/ 2% soy) w/ Winter Additive
	Bid (no tax) (+.495/gal.)	Bid (no tax) (+.57/gal.)	Bid (no tax) (+.57/gal.)
Ken's Oil Service Inc. (Forrest, IL)	\$ 2.22	\$ 2.3301	\$ 2.3601
Ag-Land FS, Inc. (Tremont, IL)	\$ 1.93	\$ 2.242	\$ 2.272

I recommend awarding the annual fuel contract to Ag-Land FS, Inc. The following are current State & Federal taxes that are in addition to the bid:

Federal Excise Tax (LUST) = \$ 0.001
State Underground Storage Tax (UST) = \$ 0.003
State Environmental Impact Fee (UST) = \$ 0.008
State Motor Fuel Tax (Unleaded) = \$ 0.483
State Motor Fuel Tax (Diesel) = \$ 0.558

The low bid for unleaded gasoline is **Ag-Land FS, Inc. at \$ 2.425** (taxes & fees included).

The low bid for diesel is **Ag-Land FS, Inc. at \$ 2.812** (taxes & fees included).

The low bid for diesel w/ winter additive is **Ag-Land FS, Inc. at \$ 2.842** (taxes & fees included).

ORDINANCE # 26-23

**AN ORDINANCE ESTABLISHING TERMS, CHARGES AND CONDITIONS FOR
RECAPTURE OF FLINT AVENUE RECONSTRUCTION PROJECT COSTS**

WHEREAS, on the 23rd day of May 2022, the Village of Morton entered into a development agreement with Ryan Companies US, Inc. and Precision Planting, LLC pertaining to the development of 85 acres, more or less located off of Erie Avenue in Morton, Illinois and,

WHEREAS, the Village of Morton Municipal Code required the construction of certain infrastructure improvements as a condition of the development of the aforesaid 85-acre tract and,

WHEREAS, pursuant to the aforesaid development agreement a new road, Agriculture Drive, was constructed and utilities were installed therein and,

WHEREAS, pursuant to the aforesaid development agreement, a portion of Flint Avenue was reconstructed and further Flint Avenue was extended and utilities were installed therein and,

WHEREAS, total project cost for the construction of Agriculture Drive and for the extension of Flint Avenue was \$3,974,030.22 and,

WHEREAS, the Village of Morton obtained certain grants to offset a portion of the aforesaid project cost,

WHEREAS, but for the installation of Agriculture Drive and the reconstruction and extension of Flint Avenue, certain parcels would be undevelopable and land-locked and,

WHEREAS, by reason of the construction of Agriculture Drive and the reconstruction and extension of Flint Avenue (hereinafter “Subject Improvements”), the parcels more particularly described on “Exhibit A,” attached hereto and incorporated herein by reference, which parcels lie outside of the 85-acre tract subject to the prior development agreement, are reasonably anticipated to benefit from the availability and proximity of public roadway improvements and municipal water, sanitary sewer, and storm drainage infrastructure associated with the Subject Improvements; and

WHEREAS, the Village is authorized to adopt an ordinance recapturing the cost of said improvements, pursuant to 65 ILCS 5/9-5-1.

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

SECTION 1: The foregoing recitals are incorporated herein as findings, substantive provisions, and covenants as fully set forth.

SECTION 2: The parcels subject to the recapture obligation established by this Ordinance are more particularly described on “Exhibit A,” attached hereto and incorporated herein by reference.

SECTION 3: The Corporate Authorities find and determine that the actual cost of the Subject Improvements is \$3,974,030.22. After accounting for grant funding and other appropriate offsets, the Corporate Authorities further find that \$2,607,958.08 represents the portion of such costs properly allocable to and recoverable through recapture from the parcels identified on Exhibit A. The Corporate Authorities further find and determine that the Subject Improvements constitute public roadway and utility improvements constructed for public use, and that the recapture fees imposed by this Ordinance are reasonable, bear a rational relationship to the benefits conferred, and do not exceed the proportionate share of benefit attributable to the affected parcels, as authorized by 65 ILCS 5/9-5-1.

SECTION 4: A recapture fee shall be owed for the parcel or portion thereof listed on Exhibit A at a rate of \$15,523.56 per acre. Such per-acre recapture rate was calculated by allocating the recapturable costs of the Subject Improvements across approximately 168 acres of land identified on Exhibit A, which acres are reasonably anticipated, based upon existing conditions and planning assumptions, to benefit from and potentially utilize roadway access and municipal utility infrastructure associated with the Subject Improvements. The Corporate Authorities hereby determine and declare that the parcels identified on Exhibit A are subject to the recapture obligation established by this Ordinance, and that payment of the recapture fee shall be required prior to the construction of any improvements on any parcel identified on Exhibit A, or portion thereof. The issuance of any site plan approval, building permit, or provision of municipal utility service for such parcel.

SECTION 5: In the event any parcel or tract of land identified on Exhibit A is subdivided, re-platted, or otherwise reconfigured after the effective date of this Ordinance, the recapture obligation established herein shall continue to apply to all successor parcels derived therefrom. The recapture fee shall be equitably apportioned among such successor parcels on a per-acre basis, and no permit shall be issued nor shall any utility connection or roadway access be permitted to any such successor parcel unless the applicable recapture fee has been paid in accordance with this Ordinance.

SECTION 6: Any recapture fee due and owing pursuant to this Ordinance and not paid in full shall bear interest at the rate of five percent (5%) per annum, compounded annually. Interest shall commence on January 1, 2027. The Corporate Authorities hereby find and determine that January 1, 2027 constitutes a reasonable date following the completion and acceptance of the Subject Improvements for the commencement of interest.

SECTION 7: The Village may enforce the recapture obligation established by this Ordinance by withholding site plan approval, building permits, certificates of occupancy, and municipal utility service for any parcel subject to this Ordinance until all recapture fees due and owing have been paid in full.

SECTION 8: All recapture fees due and owing, under the terms of this Ordinance shall be due and payable to the Village of Morton. The recapture obligation established by this Ordinance shall run with the land and shall be binding upon the owners of the affected parcels identified on Exhibit A and their respective successors and assigns.

SECTION 9: On passage, approval, and publication of this Ordinance, as required by law, a copy of this Ordinance shall be recorded with the Office of the Tazewell County Clerk/Recorder indexed against all parcels subject to the recapture obligation set forth herein.

SECTION 10: If any part or portion of this Ordinance is declared by a Court of competent jurisdiction, such partial invalidity shall not affect the remainder of this Ordinance.

SECTION 11: All ordinances and parts of ordinances in conflict or inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such conflict or inconsistency.

SECTION 12: This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

PASSED AND APPROVED at a regular meeting of the President and Board of Trustees of the Village of Morton this _____ day of _____, 2026; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 2026.

Jeffrey Kaufman, President

ATTEST:

Sam Ritthaler, Village Clerk

EXHIBIT A

PARCEL 1:

ALL THAT CERTAIN PARCEL OF LAND SITUATED IN THE COUNTY OF TAZEWELL, ILLINOIS BEING KNOWN AS A PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 19 TOWNSHIP 25 NORTH, RANGE 3 WEST OF THE THIRD PRINCIPAL MERIDIAN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER OF SECTION 19, THENCE NORTH 87 DEGREES 27 MINUTES 37 SECONDS EAST A DISTANCE OF 60.03 FEET TO THE EAST LINE OF PREVIOUSLY DEDICATED RIGHT OF WAY AS RECORDED IN BOOK 771, PAGE 648 AT THE TAZEWELL COUNTY RECORDER'S OFFICE; THENCE SOUTH 00 DEGREES 49 MINUTES 11 SECONDS EAST, ALONG SAID EAST LINE, PARALLEL WITH THE WEST LINE OF SAID NORTHEAST QUARTER OF SECTION 19, A DISTANCE OF 870.10 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED; FROM THE POINT OF BEGINNING, THENCE NORTH 89 DEGREES 08 MINUTES 51 SECONDS EAST, A DISTANCE OF 614.34 FEET; THENCE SOUTH 00 DEGREES 49 MINUTES 56 SECONDS EAST, A DISTANCE OF 511.49 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY; THENCE SOUTH 80 DEGREES 41 MINUTES 03 SECONDS WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE A DISTANCE OF 621.27 FEET TO SAID EAST LINE OF THE PREVIOUSLY DEDICATED RIGHT OF WAY; THENCE NORTH 00 DEGREES 49 MINUTES 11 SECONDS WEST ALONG SAID EAST LINE, A DISTANCE OF 602.92 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM: A PART OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 25 NORTH, RANGE 3 WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTH 87 DEGREES 11 MINUTES 57 SECONDS EAST, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, 60.02 FEET TO A POINT ON THE EXISTING EASTERLY RIGHT OF WAY LINE OF FLINT AVENUE; THENCE SOUTH 01 DEGREE 12 MINUTES 21 SECONDS EAST, ALONG SAID EXISTING EASTERLY RIGHT OF WAY LINE, 870.27 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 2, ALSO BEING THE POINT OF BEGINNING; THENCE NORTH 88 DEGREES 42 MINUTES 43 SECONDS EAST, ALONG SAID SOUTHERLY LINE OF LOT 2, 15.00 FEET; THENCE SOUTH 01 DEGREE 12 MINUTES 21 SECONDS EAST, PARALLEL WITH SAID EXISTING EASTERLY RIGHT OF WAY LINE 600.43 FEET TO A POINT ON THE EXISTING NORTHERLY RIGHT OF WAY LINE OF THE TOLEDO, PEORIA, & WESTERN RAILWAY; THENCE SOUTH 80 DEGREES 17 MINUTES 24 SECONDS WEST, ALONG SAID EXISTING NORTHERLY RIGHT OF WAY LINE, 15.17 FEET TO A POINT ON SAID EXISTING RIGHT OF WAY LINE OF FLINT AVENUE; THENCE NORTH 01 DEGREE

12 MINUTES 21 SECONDS WEST, ALONG SAID EXISTING EASTERLY RIGHT OF WAY LINE, 602.65 FEET TO THE POINT OF BEGINNING AND CONTAINING 9,023 SQUARE FEET, MORE OR LESS, OR 0.207 ACRES, MORE OR LESS.

PART OF 06-06-19-200-022

PARCEL 2:

THE FRACTIONAL NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 29 NORTH, RANGE 3 WEST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM, THE FOLLOWING TWO TRACTS:

TRACT "A" OF THE PART OF THE FRACTIONAL NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 25 NORTH, RANGE 3 WEST OF THE THIRD PRINCIPAL MERIDIAN, CONTAINING 10.13 ACRES, MORE OR LESS, AS SHOWN BY PLAT RECORDED IN PLAT BOOK "T," PAGE 49, SITUATED IN TAZEWELL COUNTY, ILLINOIS.

ALSO EXCEPTING THEREFROM:

A PART OF THE FRACTIONAL NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 25 NORTH, RANGE 3 WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER, AS THE POINT OF BEGINNING, THENCE SOUTH 01 DEGREES 12 MINUTES 21 SECONDS EAST, ALONG THE EAST LINE OF SAID FRACTIONAL NORTHWEST QUARTER, SAID LINE ALSO BEING THE EXISTING WESTERLY RIGHT OF WAY LINE OF FLINT AVENUE, 1,480.22 FEET TO A POINT ON THE EXISTING NORTHERLY RIGHT OF WAY LINE OF THE TOLEDO, PEORIA & WESTERN RAILWAY, THENCE SOUTH 80 DEGREES 17 MINUTES 24 SECONDS WEST ALONG SAID EXISTING NORTHERLY RIGHT OF WAY LINE, 30.33 FEET; THENCE NORTH 01 DEGREE 12 MINUTES 21 SECONDS WEST, 1,484.17 FEET TO A POINT ON THE NORTH LINE OF SAID FRACTIONAL NORTHWEST QUARTER, THENCE NORTH 87 DEGREES 46 MINUTES 40 SECONDS EAST, ALONG SAID NORTH LINE, 30.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.021 ACRES, MORE OR LESS, SITUATED IN THE COUNTY OF TAZEWELL, STATE OF ILLINOIS.

Part of PIN: 06-06-19-100-004

PARCEL 3:

ALL OF THE FRACTIONAL SOUTHWEST QUARTER OF SECTION EIGHTEEN (18), TOWNSHIP TWENTY-FIVE (25) NORTH, RANGE THREE (3) WEST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE WEST TWELVE (12) ACRES OF EVEN WIDTH OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION EIGHTEEN (18), MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER OF SAID SECTION EIGHTEEN (18), THENCE SOUTH 00°04'08" EAST (BEARING ASSUMED FOR PURPOSE OF DESCRIPTION ONLY), ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION EIGHTEEN (18), 2676.48 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION EIGHTEEN (18); THENCE SOUTH 88°18'39" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION EIGHTEEN (18), 1104.21 FEET TO THE EAST LINE OF THE WEST TWELVE (12) ACRES OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION EIGHTEEN (18); THENCE NORTH 00°12'00" WEST, ALONG SAID EAST LINE, 1326.62 FEET TO THE NORTH LINE OF SAID WEST TWELVE (12) ACRES; THENCE SOUTH 87°42'51" WEST, ALONG THE NORTH LINE OF SAID WEST TWELVE (12) ACRES, 394.89 FEET TO THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION EIGHTEEN (18); THENCE NORTH 00°12'00" WEST, ALONG SAID WEST LINE, 1322.51 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION EIGHTEEN (18); THENCE NORTH 87°07'14" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION EIGHTEEN (18), 1506.24 FEET TO THE POINT OF BEGINNING, SAID TRACT CONTAINING 79.713 ACRES, MORE OR LESS SITUATED IN TAZEWELL COUNTY, IN THE STATE OF ILLINOIS.

PIN: 06-06-18-300-001 & 06-06-18-300-003

PARCEL 4:

THE WEST 12 ACRES OF EVEN WIDTH OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 25 NORTH, RANGE 3 WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS

PIN: 06-06-18-300-002